



Portland General Electric Company
121 SW Salmon Street • Portland, Oregon 97204
PortlandGeneral.com

May 18, 2017

Via E-File and FedEx
PUC.filingcenter@state.or.us

Public Utility Commission of Oregon
201 High St. SE, Suite 100
PO Box 1088
Salem, OR 97308-1088

Attention: **Filing Center:**

Re: UP 349 - Portland General Electric Company Supplemental Exhibits

Enclosed please find Supplemental Exhibit I-7 regarding PGE's Application requesting approval to sell property located in Columbia County, Oregon to Columbia Pacific Bio-Refinery, filed March 14, 2017.

Exhibit I-7 provides the Third Amendment of the Amended and Restated Sublease between PGE, the Port of St Helens and Columbia Pacific Bio-Refinery.

If you have any questions or require further information, please call me at (503) 464-8929 or Greg Batzler at (503) 464-8644. Please direct all formal correspondence, questions, or requests to the following e-mail address pge.opuc.filings@pgn.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stefan Brown".

Stefan Brown
Manager, Regulatory Affairs

Encls.
SB/sp

**THIRD AMENDMENT
OF AMENDED AND RESTATED SUBLEASE**

This Third Amendment of Amended and Restated Sublease (this "Amendment") is made and executed by the Port of St. Helens, a municipal corporation of the State of Oregon ("Landlord"), and Cascade Kelly Holdings LLC, an Oregon limited liability company ("Tenant" or "CPBR") doing business as Columbia Pacific Bio-Refinery, and Portland General Electric Company, an Oregon corporation ("PGE").

RECITALS

A PGE and Cascade Grain Products, LLC, an Oregon limited liability company ("CGP"), entered into an Amended and Restated Sublease dated May 31, 2006 (the "Original Sublease"), covering the premises (the "Subleased Premises") more particularly described in Memorandum of Sublease recorded under Fee No. 2006-007491 in the Official Records of Columbia County, Oregon. PGE thereafter assigned, transferred, and set over unto the Landlord any and all right, title and interest in and to the Sublease and reserved the right, jointly and severally with Landlord, to enforce all rights in favor of PGE and all obligations of CGP and limitations on CGP in favor of PGE contained in the Sublease. The Original Sublease was subsequently amended by Amendment of Amended and Restated Sublease dated March 19, 2007, executed by PGE, CGP and Landlord (the "First Amendment"), and by Second Amendment of Amended and Restated Sublease dated as of August 31, 2016, executed by PGE, Tenant and Landlord (the "Second Amendment"). The Original Sublease, as amended by the First Amendment, the Second Amendment and this Amendment is collectively referred to as the "Sublease".

B Tenant, doing business as Columbia Pacific Bio-Refinery ("CPBR"), assumed and was assigned the rights and obligations of CGP under the Sublease pursuant to that certain Asset Purchase Agreement (and all addenda thereto) dated December 23, 2009 between CBPR and Peter C. McKittrick in his capacity as the Trustee for CGP under the United States Bankruptcy Code Chapter 7.

C Landlord and Tenant now wish to further amend certain specific terms of the Sublease, upon the terms and conditions set forth therein.

D Capitalized terms not defined herein shall have the same meaning as set forth in the Sublease. References herein to the Sublease shall include this Amendment and all prior amendments to the Original Sublease, except where the context otherwise requires.

AMENDMENT

NOW, THEREFORE, in consideration of the premises and other valuable consideration, Landlord and Tenant agree as follows (unless otherwise indicated, capitalized terms used herein and not defined shall have the meanings attributed to them in the Sublease):

I. **Amendments to the Sublease Effective Upon Execution.** As of the date this Amendment is fully executed, the Sublease is amended or modified as follows:

1. Cascade. All references to “Cascade” in the Sublease shall mean Cascade Kelly Holdings, LLC (and its permitted successors and assigns).

2. Definitions (Sublease Section 1.1). The following definitions set forth in the Sublease are hereby modified as described below:

a. Definition of “Access Agreements” (Sublease Section 1.1(a)). The definition of “Access Agreements” set forth in the Sublease is hereby modified by adding the following sentence at the end thereof:

“As used herein, “Access Agreements” shall include any amendments or modifications to any of such agreements executed by the Port, Cascade and PGE from time to time.”

b. Definition of “Facilities” (Sublease Section 1.1(k)). The definition of “Facilities” set forth in the Sublease is hereby deleted in its entirety and replaced by the following:

“(k) **Facilities**: The Facilities are the fuel, ethanol, and petroleum products storage and transloading terminal and the ethanol production and grain processing facilities and all related facilities (including, without limitation, a carbon dioxide processing plant) on or to be constructed on the Land and in the Access Areas as described in Exhibit A3 or otherwise described in this Sublease (or as may subsequently be constructed or installed by Cascade with the prior written consent of the Port and PGE in accordance with this Sublease).”

c. Definition of “Land” (Sublease Section 1.1(o)). The definition of “Land” set forth in the Sublease is hereby deleted in its entirety and replaced by the following:

“(o) **Land**: That certain real property which is leased to Cascade pursuant to this Sublease, and which is located in Columbia County, Oregon and legally described on Exhibit B1 attached hereto and incorporated herein by this reference, and shown on the survey attached hereto as Exhibit B2, together with all easement, rights and appurtenances thereto.”

Landlord, Tenant and PGE acknowledge and agree that Exhibit B1 and Exhibit B2 to the Sublease, copies of which are attached hereto, have not been amended or modified by this Amendment.

d. Definition of “Master Lease” (Sublease Section 1.1(s)). The definition of “Master Lease” set forth in the Sublease is hereby deleted in its entirety and replaced by the following:

“(s) **Master Lease**: That certain lease dated August 1, 1967, as amended from time to time (including, without limitation, by that certain Amendment of Lease dated effective as of May 31, 2006), between Prime Landlord, as landlord therein, and Westward Properties, as tenant therein (said tenant's interest of Westward Properties was subsequently assigned to PGE), and whereby Prime Landlord leases to PGE the Leased Real Property. The Prime Landlord is also referred to in this Sublease as the “Port” and as “Landlord”.”

e. Definition of “PGE Generation Resources” (Sublease Section 1.1(v)). The definition of “PGE Generation Resources” set forth in the Sublease is hereby deleted in its entirety and replaced by the following:

“(v) PGE Generation Resources: any and all generation facilities and energy storage facilities located on the Leased Real Property or PGE Owned Property, now or in the future, along with all substations, transmission lines, gas lines, means of access, and related equipment, utilities, permits and facilities necessary or useful for the current or future use and operation of such generation facilities and energy storage facilities, regardless of whether such facilities are owned and/or operated by PGE (but provided that such facilities are located on property that is currently Leased Real Property or PGE Owned Property or property subsequently acquired from the Prime Landlord or Cascade and operated by or for the benefit of PGE).”

f. Definition of “Prime Landlord” (Sublease Section 1.1(z)). The definition of “Prime Landlord” set forth in the Sublease is hereby deleted in its entirety and replaced by the following:

“(z) Prime Landlord: The Port of St. Helens, which is the fee simple owner of the Leased Real Property and the holder of the landlord’s interest under the Master Lease. The Prime Landlord is also referred to in this Sublease as the “Port” and as “Landlord”.”

g. Definition of “Real Property” (Sublease Section 1.1(aa)). The definition of “Real Property” set forth in the Sublease is hereby deleted in its entirety and replaced by the following:

“(aa) Real Property: The Leased Real Property, the PGE Owned Property, the Land, and the Tenant Owned Property.”

h. Definition of “Tank Purchase Agreement”. The following definition is hereby added to the Sublease as Section 1.1(jj) (and subsequent subsections of 1.1 of the Sublease are renumbered accordingly):

“(jj) Tank Purchase Agreement: That certain Agreement for Purchase of Storage Tanks and Real Property Between Portland General Electric Company and Cascade Kelly Holdings, LLC dated as of December 2016.”

i. Definition of “Tenant Owned Property”. The following definition is hereby added to the Sublease as Section 1.1(kk) (and subsequent subsections of 1.1 of the Sublease are renumbered accordingly):

“(kk) Tenant Owned Property: The real estate owned by Tenant located at Port Westward and described on Exhibit B6 attached hereto and incorporated herein by this reference.”

3. Exhibits (Sublease Section 1.2). The following exhibits set forth in the Original Sublease are hereby modified as described below:

a. Exhibit A1 (Air Shed Permit). Exhibit A1 of the Original Sublease is hereby deleted and Exhibit A1 attached hereto is inserted in lieu thereof.

b. Exhibit A2 (Maritime Security Facility Plan). Exhibit A2 of the Original Sublease is hereby deleted and Exhibit A2 attached hereto is inserted in lieu thereof.

c. Exhibit B1 (Legal description of the Land). Exhibit B1 of the Original Sublease, a copy of which is attached hereto, remains unmodified by this Amendment.

d. Exhibit B2 (Survey of the Land). Exhibit B2 of the Original Sublease, a copy of which is attached hereto, remains unmodified by this Agreement.

e. Exhibit B3 (Legal Description of the Real Property leased to PGE pursuant to the Master Lease and owned by PGE). Exhibit B3 to the Original Lease is hereby deleted and Exhibit B3 attached hereto is inserted in lieu thereof.

f. Exhibit B6 (Legal Description of Real Property owned by Cascade). The legal description of real property owned by Cascade attached hereto as Exhibit B6 and incorporated herein is hereby added to the Original Lease.

g. Exhibit H6 (Dock Easement). Exhibit H6 to the Original Lease has previously been amended by that certain First Amendment to Dock Use Agreement dated as of September 7, 2012, that certain Second Amendment to Dock Use Agreement dated as of October 1, 2013, and that certain Third Amendment to Dock Use Agreement dated as of March 17, 2016, copies of which are attached hereto and incorporated herein as Exhibit H6(A), and all references to “Exhibit H6” or “Dock Easement” in the Original Sublease shall mean “Exhibit H6” or “Dock Easement” as amended from time to time.

4. Deletion of PGE Representation As To Master Lease. Section 2.1(e) is hereby deleted in its entirety.

5. Deletion of Conditions Precedent. Section 2.2 “**Waiver and Satisfaction of Conditions Precedent to Sublease**” is hereby deleted in its entirety.

6. Use Restrictions – Air Shed (Sublease Section 3.3). The last sentence of Section 3.3, Exhibit A1 – Air Shed of the Original Sublease is hereby deleted and the following is inserted in lieu thereof:

“PGE agrees that the emissions allowed by the permits attached as Exhibit A1, together with all amendments, modifications, renewals and replacements thereof, provided such amendments, modifications, renewals and replacements do not increase the allowable emissions from the levels established in the permits attached as Exhibit A1, will not adversely impact any of the PGE Generation Resources existing as of the effective date of the Third Amendment to Amended and Restated Sublease.”

7. Use Restrictions – Security/Safety (Sublease Section 3.3). The following is inserted at the end of Section 3.3, Exhibit A2 – Security/Safety:

“The Security Plan referenced on Exhibit A2 satisfies the requirements of Section 3.3 of the Original Sublease with respect to the requirement for a mutually agreeable marine facility security plan.”

8. Water Intake (Sublease Section 3.6). Section 3.6 of the Original Sublease is deleted in its entirety and replaced by the following:

“3.6 Water Intake. Cascade has connected to the Port of St. Helens collector well system (the Ranney Well) to meet its water intake needs for its operation and entered into a Water Intake Operations and Maintenance Agreement. While PGE shall have no obligation to provide any water to Cascade and PGE does not guaranty that there will be any surplus water to provide to Cascade, PGE has water rights applicable to the Real Property (the "PGE Water Rights").”

9. Waste Water Discharge. Section 3.7 of the Original Sublease is deleted in its entirety and replaced by the following:

“3.7 Waste Water Discharge. The Port of St. Helens, an Oregon municipal corporation, has a Municipal National Pollution Discharge Elimination System Permit dated February 10, 2003, permit number 102650 (together with all amendments, modifications, and replacements thereof, the “Waste Discharge Permit”) for a discharge outfall into the Columbia River. The Waste Discharge Permit includes discharges from PGE, Cascade and certain third parties. Agreements between the Port of St. Helens and those parties who are participating in the Waste Discharge Permit (“Participant Agreements”) have been consummated and are listed on Exhibit L attached hereto and incorporated herein. Cascade is a party to the Participant Agreements pursuant to the terms thereof. Cascade shall at all times operate in compliance with the terms and conditions of such Participant Agreements, as the same may be amended, modified and replaced from time to time.”

10. Sanitary Waste Water Discharge. Section 3.8 of the Original Sublease is deleted in its entirety and replaced by the following:

“3.8 Sanitary Waste Water Discharge. – Cascade has a water pollution control facilities permit numbered 102666 and issued May 21, 2003 for on-site sewage treatment and disposal. A copy of that permit is attached as Exhibit M. Cascade shall at all times operate in compliance with the terms and conditions of such permit, as it may be amended, modified and replaced from time to time.”

11. Master Lease. Section 6.1 of the Original Sublease is deleted in its entirety and replaced by the following:

“6.1 Master Lease. Tenant, Landlord and PGE acknowledge and agree that at the time the Original Sublease was executed, the Land formed a part of the Leased Real Property. Cascade acknowledges that the Master Lease between the Port and PGE has been amended to remove from the Master Lease the Land subject to this Sublease as provided in Article 3.1(A), and this Sublease and the grant of all rights and privileges to Cascade hereunder are no longer subject and subordinate to the Master Lease. In connection with such removal, PGE assigned PGE’s interest in this Sublease to the Port, reserving to PGE at all times during the Term hereof (as amended and/or extended), the right, jointly and severally with the Port, to enforce all rights in favor of PGE and all obligations of Cascade in favor of PGE contained in this Sublease, as amended, and the Safe Harbors (other than the right to receive rent), and Cascade’s right to possession shall remain undisturbed subject to the terms of this Sublease.”

12. Access and Use Agreements. The first two (2) sentences of Section 6.5 of the Original Sublease are hereby deleted.

13. Rights of Way for Utility Lines. Section 6.10(c) of the Original Sublease is hereby modified by adding the following sentence at the end thereof:

“The rights and obligations of PGE and Cascade pursuant to this Section include all current and future developments and infrastructure on the Real Property, including without limitation additional infrastructure and improvements contemplated by or resulting from the expansion contemplated by the Tank Purchase Agreement and any PGE Generation Resources.”

14. PGE’s Covenants. The following item is added to Section 7.3 of the Original Sublease:

“(6) Construction Completion Report prepared for Portland General Electric Company by Amec Foster Wheeler Environment & Infrastructure, Inc. dated December 5, 2016 (Project No. 6-61M-132960.01); and

(7) The CPBR New Baseline Report, as such term is defined in the Tank Purchase Agreement.”

15. Notices. Section 13.1 is hereby deleted in its entirety and replaced by the following:

“13.1 **Notices.** All notices, certificates or other communications hereunder shall be given and shall be deemed given when mailed by certified or registered mail, postage prepaid, with proper address as indicated below. PGE and Cascade may, by written notice given by each to the other, designate any address or addresses to which notices; certificates or other communications to them shall be sent when required as contemplated by this Sublease. Until otherwise provided, all notices, certificates and communications to each of them shall be addressed as follows:

To PGE: Portland General Electric Company
Property Services Department
Attn: Mark Lindley
3WTC0406, 121 SW Salmon Street
Portland OR 97204
Email: mark.lindley@pgn.com

With a copy to: Portland General Electric Company
Legal Department
Attn: General Counsel
1WTC1701, 121 SW Salmon Street
Portland, OR 97204
Email: david.white@pgn.com

To Cascade: Dylan Remley
Vice President Terminal Operations
Cascade Kelly Holdings, LLC
c/o Global Partners LP
800 South Street, Suite 500
Waltham, MA 02453

Email: dremley@globalp.com

With a copy to: Edward J. Faneuil
General Counsel
Cascade Kelly Holdings, LLC
c/o Global Partners LP
800 South Street, Suite 500
Waltham, MA 02453
Email: efaneuil@globalp.com

To the Port: Port of St. Helens
PO Box 190
Columbia City, OR 97018
Attn: Property Manager
Email: [no email]

With a copy to: Legal Department
PO Box 190
Columbia City, OR 97018
Email: [no email]

A copy of all notices required under Article 12 shall also be provided to the Mortgagee. The Mortgagee or Cascade shall notify PGE of the address of the Mortgagee.”

16. PGE and Cascade Representatives. Section 13.3 is hereby deleted in its entirety.

17. Assignability; Cascade. Section 13.14 is hereby deleted in its entirety and replaced by the following:

“**13.14 Assignability; Cascade.** Cascade may not assign this Agreement or any of its rights hereunder without the prior written consent of the Landlord and PGE, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, provided Cascade is not otherwise in material default under the terms of this Sublease: (i) Cascade may assign this Agreement, including the right to utilize the Easements, in whole or in part to any Affiliate, as that term is hereinafter defined, without Landlord’s or PGE’s consent; and (ii) Cascade may assign this Agreement and the Easements to any lender or Mortgagee without Landlord’s or PGE’s consent, but with written notice to the Landlord and PGE. An “Affiliate” of a party shall mean, for the purpose of this Section and Section 13.15, any company or other legal entity that directly or indirectly controls or is controlled by such party, or that is controlled directly or indirectly by any company or other legal entity having direct or indirect control over such party. A change in composition or membership of Cascade or its permitted assignee will not be construed to be an assignment for the purposes of this Section.

Without implying that such consent is required hereunder, and provided that (i) any permitted sublessee’s use of the subleased portion of the Facilities shall be consistent with the use restrictions set forth in Section 3.3 of this Agreement, (ii) any permitted sublessee’s use of the subleased portion of the Facilities shall be subject to and compliant with Section 6.13 (Adverse Impact Upon PGE Generation Resources) of this Agreement, (iii) Cascade shall remain primarily responsible to both Landlord and PGE for compliance with the terms and

conditions of this Agreement during the term of such sublease, (iv) any permitted sublessee shall not be permitted to further sub-sublease the subleased portion of the Facilities, and (v) any permitted sublease shall incorporate all of the applicable terms and conditions of this Sublease and shall not be for a term that extends beyond the Term of this Sublease and otherwise complies with the requirements of Section 3.3 hereof, Cascade may sublet the Premises as set forth below:

(a) Cascade may sublet a portion of the Premises to a single entity for the construction and operation of a carbon dioxide processing plant (the "CO2 Plant") without the prior consent or approval of either the Landlord or PGE (but shall provide the Landlord and PGE written notice of such event);

(b) Consistent with ordinary course of business terminaling operations, Cascade may sublease individual tanks which may be constructed on any portion of the Premises to customers of the Facilities without the prior consent or approval either the Landlord or PGE;

(c) Cascade may sublease the ethanol manufacturing plant portion of the Facilities to a single entity that is also operating such manufacturing plant only with the prior written consent of the Landlord and PGE, which consent may not be unreasonably withheld, conditioned, or delayed; and/or

(d) Cascade may sublease the transloading operations portion of the Facilities to a single entity that is also operating such transloading facilities only with the prior written consent of the Landlord and PGE, which consent may not be unreasonably withheld, conditioned, or delayed.

Except in conjunction with an assignment or sublease permitted by this Section 13.14, Cascade shall not have the right to assign, transfer, encumber, or alienate any beneficial interest in any of the Easements granted pursuant to this Agreement to any person or entity other than that person or entity to which the Landlord and PGE each consents to the assignment or sublease of this Agreement.

Notwithstanding anything herein to the contrary, with respect to any proposed assignment of this Agreement requiring the consent of Landlord and PGE pursuant to this Section 13.14 which proposed assignment also includes the sale or transfer of the Tenant Owned Property, in the event PGE declines to exercise its right of first refusal with respect to the Tenant Owned Property in connection with such proposed assignment, then PGE's consent to such proposed assignment shall not be required under this Section 13.14 with respect to that proposed assignment."

II. Amendments to the Sublease Effective Upon Closing of Tank Purchase Agreement. As of the closing of the transactions contemplated by the Tank Purchase Agreement, as evidenced by the recording of a notice by Cascade with the Records of Columbia County, Oregon stating that such transactions have closed, the Sublease is further amended or modified as follows:

1. Definitions (Sublease Section 1.1). The following definitions set forth in the Sublease are hereby modified as described below:

a. Definition of “Facilities” (Sublease Section 1.1(k)). The definition of “Facilities” set forth in the Sublease is hereby amended by inserting the following at the end thereof:

“Subject to the following conditions: (a) CPBR shall construct a facility located just inside or at the fence line paralleling the tracks to create a barrier between the PGE Generation Resources and the CPBR rail spur. Such facility (e.g., berm, bund, ditch) shall be designed and constructed using commercially reasonable industrial standards and in such a manner to contain most of any product release from progressing too close to PGE’s Port Westward 1 and Port Westward 2 cooling towers; and (b) prior to CPBR commencing ethanol production on the Land, PGE and CPBR will, in good faith and with a preference for lowest cost alternatives, jointly develop a Grain Management Plan that mitigates the adverse impacts to PGE Generation Resources due to the increase in avian activity near the PGE Generation Resources as a result of CPBR’s ethanol production, the Facilities shall include, without limitation, the following expansion improvements which may be constructed on the Land and Access Areas by Cascade without further consent or approval from the Port or PGE:

Rail Unloading Stations and Transloading Equipment - The construction, maintenance, operation and use of up to 72 additional rail unloading stations, including modifications of and improvements to existing transloading equipment, on the portions of the Land described or otherwise shown on the plan attached hereto as Exhibit A4 (the “Expansion Plan”).

Rail Improvements on Land - The construction, maintenance, operation and use of additional rail leads on the portions of the Land described or otherwise shown on the Expansion Plan. Such rail improvements shall be designed, permitted, constructed, and completed by CPBR to commercially reasonable industrial standards that are acceptable for private rail sidetracks served by the Portland & Western Railroad or such applicable successor railroad serving the PGE Spur at the time of such construction.

Pipeline - The construction, maintenance, operation and use of additional pipelines within the boundaries of the pipe line easement set forth in Exhibit G2 – Pipeline Easement (as amended from time to time) or otherwise shown on the Expansion Plan from the Land to the Tenant Owned Property and from the Tenant Owned Property to the Dock Area as defined in Exhibit H7 – Dock Easement (as amended from time to time), but only as long as any such construction, maintenance, operation and use of such pipelines shall not interfere with the existing outfall pipeline located in the Pipe Line Easement.

Ethanol Manufacturing Equipment—Modifications of and improvements to existing feed stock unloading equipment, and construction, maintenance, operation and use of additional grain unloading equipment to the extent permitted under the Air Shed Permits set forth on Exhibit A1 or such amended or replacement permits in effect as of the date of the Closing of the transactions contemplated by the Tank Purchase Agreement or as otherwise in effect from time to time, provided that such modifications and improvements do not increase the current nameplate capacity of the exiting ethanol manufacturing improvements and as long as such equipment is located and used on the Land;

Beaver Dock Expansion— Landlord and Cascade have completed construction of Berth 1 at the Beaver Dock. CPBR may build a pipe bridge in accordance with permits issued by Oregon Department of State Lands and the

U.S. Army Corps of Engineers (Permit No. NWP-2007-998-1 and DSL Permit No. 54129-RF) and may build attendant structures and secure piping upon and along such pipe bridge.

Rail Improvement within Rail Easement—The construction, maintenance, operation and use of Cascade Lead No. 2 to be located within the boundaries of the Rail Easement described in Exhibit F2 (Rail Easement) (as amended from time to time). Cascade Lead No. 2 is shown on the Expansion Plan and originates north of the cooling towers from PGE’s Port Westward I & II facilities and subject to approval of the Port as to the location. The design of the rail improvements must allow for more efficient movement and processing of trains to minimize and reduce the number of rail/road crossing impacts. The rail improvements identified in this paragraph shall only be constructed by Cascade in the event that the Amended and Restated Rail License and between PGE and Cascade and dated as of the date of the Closing of the transactions contemplated by the Tank Purchase Agreement is terminated or otherwise expires.”

2. Exhibits (Sublease Section 1.2). The following exhibits set forth in the Original Sublease are hereby modified as described below:

a. Exhibit A4 (Expansion Plan). The expansion plan attached hereto as Exhibit A4 and incorporated herein is hereby added to the Original Lease.

b. Exhibit B5 (Legal Description of Real Property owned by PGE). Exhibit B5 to the Original Lease is hereby deleted and Exhibit B5 attached hereto is inserted in lieu thereof.

c. Exhibit B6 (Tenant Owned Property). Exhibit B6 of the Original Sublease is hereby deleted and Amended Exhibit B6 attached hereto is inserted in lieu thereof.

d. Exhibit F1 (Road Easement). Exhibit F1 to the Original Lease is amended by that certain First Amendment to Road Easement substantially in the form attached hereto and incorporated herein as Exhibit F1(A), and all references to “Exhibit F1” or “Road Easement” in the Original Sublease shall mean “Exhibit F1” or “Road Easement” as amended from time to time.

e. Exhibit F2 (Rail Easement). Exhibit F2 to the Original Lease is amended by that certain First Amendment to Rail Easement substantially in the form attached hereto and incorporated herein as Exhibit F2(A), and all references to “Exhibit F2” or “Rail Easement” in the Original Sublease shall mean “Exhibit F2” or “Rail Easement” as amended from time to time.

f. Exhibit G2 (Pipe Line Easement). Exhibit G2 to the Original Lease, as previously amended by that certain Amendment to Pipe Line Easement dated as of October 17, 2012, is amended by that certain Second Amendment to Pipe Line Easement substantially in the form attached hereto and incorporated herein as Exhibit G2(A), and all references to “Exhibit G2” or “Pipe Line Easement” in the Original Sublease shall mean “Exhibit G2” or “Pipe Line Easement” as amended from time to time.

g. Exhibit H1 (Natural Gas Easement). Exhibit H1 to the Original Lease is amended by that certain First Amendment to Natural Gas Easement substantially in the form attached hereto and incorporated herein as Exhibit H1(A), and all references to “Exhibit H1” or

“Natural Gas Easement” in the Original Sublease shall mean “Exhibit HI” or “Natural Gas Easement” as amended from time to time.

h. Exhibit H2 (Electrical Easement). Exhibit H2 to the Original Lease is amended by that certain First Amendment to Electrical Easement substantially in the form attached hereto and incorporated herein as Exhibit H2(A), and all references to “Exhibit H2” or “Electrical Easement” in the Original Sublease shall mean “Exhibit H2 or “Electrical Easement” as amended from time to time.

i. Exhibit H5 (Storm Water Easement). Exhibit H5 to the Original Lease is amended by that certain First Amendment to Storm Water Easement substantially in the form attached hereto and incorporated herein as Exhibit H5(A), and all references to “Exhibit H5” or “Storm Water Easement” in the Original Sublease shall mean “Exhibit H5” or “Storm Water Easement” as amended from time to time.

j. Exhibit I (Telecommunications Easement). Exhibit I to the Original Lease is amended by that certain First Amendment to Telecommunications Easement substantially in the form attached hereto and incorporated herein as Exhibit I(A), and all references to “Exhibit I” or “Telecommunications Easement” in the Original Sublease shall mean “Exhibit I” or “Telecommunications Easement” as amended from time to time.

III. Amendments to the Sublease Effective Upon Termination of Tank Purchase Agreement. In the event of the termination of the Tank Purchase Agreement prior to consummation of the transactions contemplated thereby, as evidenced by the recording of a notice by Cascade with the Records of Columbia County, Oregon stating that such Tank Purchase Agreement has been terminated, the Sublease is amended or modified as follows:

1. Definitions (Sublease Section 1.1). The following definitions set forth in the Sublease are hereby modified as described below:

a. Definition of “Facilities” (Sublease Section 1.1(k)). The definition of “Facilities” set forth in the Sublease is hereby amended by inserting the following at the end thereof:

“Subject to the following conditions: (a) CPBR shall construct a facility located just inside or at the fence line paralleling the tracks to create a barrier between the PGE Generation Resources and the CPBR rail spur. Such facility (e.g., berm, bund, ditch) shall be designed and constructed using commercially reasonable industrial standards and in such a manner to contain most of any product release from progressing too close to PGE’s Port Westward 1 and Port Westward 2 cooling towers; and (b) prior to CPBR commencing ethanol production on the Land, PGE and CPBR will, in good faith and with a preference for lowest cost alternatives, jointly develop a Grain Management Plan that mitigates the adverse impacts to PGE Generation Resources due to the increase in avian activity near the PGE Generation Resources as a result of CPBR’s ethanol production, the Facilities shall include, without limitation, the following expansion improvements which may be constructed on the Land and Access Areas by Cascade without further consent or approval from the Port or PGE

Rail Unloading Stations and Transloading Equipment - The construction, maintenance, operation and use of up to 72 additional rail unloading

stations, including modifications of and improvements to existing transloading equipment, on the portions of the Land described or otherwise shown on the plan attached hereto as Exhibit A4 (the "Expansion Plan").

Rail Improvements on Land - The construction, maintenance, operation and use of additional rail leads on the portions of the Land described or otherwise shown on the Expansion Plan. Such rail improvements shall be designed, permitted, constructed, and completed by CPBR to commercially reasonable industrial standards that are acceptable for private rail sidetracks served by the Portland & Western Railroad or such applicable successor railroad serving the PGE Spur at the time of such construction.

Pipelines - The construction, maintenance, operation and use of up to four (4) additional pipelines, each up to thirty inches (30") in diameter, within the boundaries of the pipe line easement set forth in Exhibit G2 – Pipeline Easement (as amended from time to time) or otherwise shown on the Expansion Plan from the Land to the Tenant Owned Property and from the Tenant Owned Property to the Dock Area as defined in Exhibit H7 – Dock Easement (as amended from time to time), but only as long as any such construction, maintenance, operation and use of such pipelines shall not interfere with the existing outfall pipeline located in the Pipe Line Easement. In the event that Cascade determines that is necessary to upgrade the existing pipe line support piers within the Pipeline Easement to support additional pipelines constructed pursuant to this paragraph, Cascade shall design and construct such upgrades to accommodate up to two (2) additional pipelines, each up to twenty-four inches (24") in diameter, which may be constructed by PGE at its sole cost and expense.

Ethanol Manufacturing Equipment - Modifications of and improvements to existing feed stock unloading equipment, and construction, maintenance, operation and use of additional grain unloading equipment to the extent permitted under the Air Shed Permits set forth in Exhibit A1 or such amendments or modifications as in effect from time to time, provided that such modifications and improvements do not increase the current nameplate capacity of the exiting ethanol manufacturing improvements and as long as such equipment is located and used on the Land;

Beaver Dock Expansion – Landlord and Cascade have completed construction of Berth 1 at the Beaver Dock. Cascade may build a pipe bridge in accordance with permits issued by Oregon Department of State Lands and the U.S. Army Corps of Engineers (Permit No. NWP-2007-998-1 and DSL Permit No. 54129-RF) and may build attendant structures and secure piping upon and along such pipe bridge.

Tank Construction - Construction, maintenance, operation and use of up to six (6) additional storage tanks with a maximum combined storage capacity of 720,000 barrels, with no single tank having a storage capacity in excess of 150,000 barrels, and up to 2 additional process tanks with a maximum capacity of 42,000 gallons each, and a secondary containment berm in the locations depicted in Exhibit A5 (the "Tank Area"). Such additional storage tanks and required secondary containment berm must be located on the Land.

Rail Improvement within Rail Easement—The construction, maintenance, operation and use of Cascade Lead No. 2 to be located within the boundaries of the Rail Easement as shown on Exhibit F2 (Rail Easement) (as amended from time to time). Cascade Lead No. 2 is shown on the Expansion Plan and originates north of the cooling towers from PGE's Port Westward I & II

facilities and subject to approval of the Port as to the location. The design of the rail improvements must allow for more efficient movement and processing of trains to minimize and reduce the number of rail/road crossing impacts. The rail improvements identified in this paragraph shall only be constructed by Cascade in the event that the Rail License Agreement dated as of February 13, 2013, by and between PGE and Cascade is terminated or otherwise expires.”

2. Exhibits (Sublease Section 1.2). The following exhibits set forth in the Original Sublease are hereby modified as described below:

a. Exhibit A5 (Tank Area). The plan of the tank area attached hereto as Exhibit A5 and incorporated herein is hereby added to the Original Lease.

IV. Miscellaneous. Each party agrees to execute such further instruments as may be necessary to give effect to the terms of this Amendment. No other amendment or modification is made or intended to be made to the Sublease and the Sublease, as modified hereby, is hereby affirmed and reaffirmed by Landlord, Tenant and PGE and shall remain in full force and effect.

[Signatures on following page]

Executed in multiple counterparts as of January 18, 2017.

LANDLORD

THE PORT OF ST. HELENS, a municipal corporation of the State of Oregon

By: Patrick B. Trapp
Name: PATRICK B. TRAPP
Title: EXECUTIVE DIRECTOR

TENANT

CASCADE KELLY HOLDINGS LLC, an Oregon limited liability company doing business as Columbia Pacific Bio-Refinery

By: [Signature]
Name: Dylan Kenley
Title: VP

READ AND APPROVED:

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By: _____
Name: _____
Title: _____

Executed in multiple counterparts as of January 18, 2017.

LANDLORD

THE PORT OF ST. HELENS, a municipal corporation of the State of Oregon

By: _____

Name: _____

Title: _____

TENANT

CASCADE KELLY HOLDINGS LLC, an Oregon limited liability company doing business as Columbia Pacific Bio-Refinery

By: _____

Name: _____

Title: _____

READ AND APPROVED:

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation

DFW

By: Maria M. Pope

Name: SRVP Power Supply & Operations & Resource Strategy

Title: _____

**Exhibit A1
Air Shed Permit**

Copy of Cascade's transloading permit (ACDP permit No. 05-0023-ST-01, expires 8/1/2019) and Cascade's ethanol manufacturing permit (ACDP permit No. 05-0006-ST-01, expires 12/1/2012—renewal application submitted) are attached hereto and incorporated herein.

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Permit Number: 05-002318-017

Expiration Date: 08/01/2019

Page 1 of 30



State of Oregon
Department of
Environmental
Quality

STANDARD AIR CONTAMINANT DISCHARGE PERMIT

Department of Environmental Quality
Northwest Region
2020 SW 4th Avenue, #400
Portland, Oregon 97201
(503) 229-5554

This permit is being issued in accordance with the provisions of ORS 468A.040 and based on the land use compatibility findings included in the permit record.

ISSUED TO:

Cascade Kelly Holdings, LLC
dba Columbia Pacific Bio-Refinery
81200 Kallunki Road
Clatskanie, OR 97016

INFORMATION RELIED UPON:

Application No.: 027492
Date Received: 08/29/2013

PLANT SITE LOCATION:

Columbia Pacific Bio-refinery
Transloading Facility
81200 Kallunki Road
Clatskanie, OR 97016

LAND USE COMPATIBILITY FINDING:

Approving Authority: Columbia County
Approval Date: 10/08/2013

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

Signed copy on file _____ 8/19/2014
David Monro, Northwest Region Air Quality Manager _____ Dated _____

Source(s) Permitted to Discharge Air Contaminants (OAR 340-216-0020):

| Table 1 Code | Source Description | SIC (NAICS) |
|--------------|---|--|
| Part B, 48 | Marine Vessel Petroleum and Ethanol Loading and Unloading | 5171, 5169, 4491 (424710) (424690) (488320) |
| Part C, #4 | Sources subject to a NSPS – Subpart Kb for Standards of Performance for Volatile Organic Liquid Storage Vessels | |

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1.0 GENERAL EMISSION STANDARDS AND LIMITS

- 1.1. **Visible Emissions** Emissions from any air contaminant source must not equal or exceed 20% opacity for a period aggregating more than 30 seconds in any one hour.
- 1.2. **Particulate Matter Emissions** Particulate matter emissions from any air contaminant source must not exceed 0.1 grains per standard cubic foot.
- 1.3. **Fugitive Emissions** The permittee must take reasonable precautions to prevent fugitive dust emissions by:
- a. Treating vehicular traffic areas of the plant site under the control of the permittee.
 - b. Operating all air contaminant-generating processes so that fugitive type dust associated with the operation will be adequately controlled at all times.
 - c. Storing collected materials from air pollution control equipment in a covered container or other method equally effective in preventing the material from becoming airborne during storage and transfer.
- 1.4. **Particulate Matter Fallout** The permittee must not cause or permit the emission of any particulate matter larger than 250 microns in size at sufficient duration or quantity, as to create an observable deposition upon the real property of another person. DEQ will verify that the deposition exists and will notify the permittee that the deposition must be controlled.
- 1.5. **Nuisance and Odors** The permittee must not cause or allow air contaminants from any source to cause a nuisance. Nuisance conditions will be verified by DEQ personnel.
- 1.6. **Fuel Usage** The permittee must not use any fuel other than natural gas, propane or butane in the facility's Marine Vessel Loadout Vapor Combustion Unit.

2.0 SPECIFIC PERFORMANCE AND EMISSION STANDARDS

- 2.1. **NSPS Subpart A - General Provision Requirements** The permittee must comply with all provisions of 40 CFR 60 Subpart A – NSPS General Provisions, as applicable, adopted herein by reference.
- 2.2. **NSPS Subpart Kb - Standards of** The permittee must comply with all applicable provisions of 40 CFR Subpart Kb, including but not limited to the following, for

**Performance for
Volatile Organic
Liquid (VOL)
Storage Vessels
for Which
Construction,
Reconstruction or
Modification
Commenced after
July 23, 1984**

each affected storage vessel (Note – refer to 40 CFR Subpart Kb and/or Subpart A for definitions of terminology stated in this condition. The following summarizes the applicable requirements of Subpart Kb, but is not intended to supersede the Subpart):

- a. NSPS Subpart Kb – Applicability
 - i. Subpart Kb is applicable to Volatile Organic Liquid (VOL) “storage vessels.” Storage vessel means each tank, reservoir, or container used for the storage of volatile organic liquids.
 - ii. VOL storage vessels does not include “process tanks” or “pressure vessels:”
 - iii. Process tank means a tank that is used within a process (including a solvent or raw material recovery process) to collect material discharged from a feedstock storage vessel or equipment within the process before the material is transferred to other equipment within the process, to a product or by-product storage vessel, or to a vessel used to store recovered solvent or raw material. Process tanks may be utilized in unit operations activities such as reactions, blending, surge control vessels and bottoms receivers.
- b. 40 CFR § 60.112b Standard for volatile organic compounds (VOC)
 - i. The permittee must equip each fixed-roof storage vessel that is subject to this standard (vessels $\geq 39,890$ gallons that contain a VOL with maximum true vapor pressure of at least 5.2 kPa (0.75 psia) but < 76.6 kPa (11.12 psia) or vessels ≥ 75 m³ (19,813 gallons) but < 151 m³ (39,890 gallons) and containing a VOL with maximum true vapor pressure of at least 27.6 kPa (4.0 psia) but < 76.6 kPa (11.12 psia) as follows:

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2.2.b.(i)(a) Each storage vessel must have a fixed roof in combination with an internal floating roof meeting the following specifications:

2.2.b.(i)(a)(1) The internal floating roof shall rest or float on the liquid surface (but not necessarily in complete contact with it) inside a storage vessel that has a fixed roof. The internal floating roof shall be floating on the liquid surface at all times, except during initial fill and during those intervals when the storage vessel is completely emptied or subsequently emptied and refilled. When the roof is resting on the leg supports, the process of filling, emptying, or refilling shall be continuous and shall be accomplished as rapidly as possible.

2.2.b.(i)(a)(2) Each internal floating roof shall be equipped with one of the following closure devices between the wall of the storage vessel and the edge of the internal floating roof:

2.2.b.(i)(a)(2)1) A foam- or liquid-filled seal mounted in contact with the liquid (liquid-mounted seal). A liquid-mounted seal means a foam or liquid-filled seal mounted in contact with the liquid between the wall of the storage vessel and the floating roof continuously around the circumference of the tank.

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2.2.b.(i)(a)(2)2) Two seals mounted one above the other so that each forms a continuous closure that completely covers the space between the wall of the storage vessel and the edge of the internal floating roof. The lower seal may be vapor-mounted, but both must be continuous.

2.2.b.(i)(a)(2)3) A mechanical shoe seal. A mechanical shoe seal is a metal sheet held vertically against the wall of the storage vessel by springs or weighted levers and is connected by braces to the floating roof. A flexible coated fabric (envelope) spans the annular space between the metal sheet and the floating roof.

2.2.b.(i)(a)(3) Each opening in a non-contact internal floating roof except for automatic bleeder vents (vacuum breaker vents) and the rim space vents is to provide a projection below the liquid surface.

2.2.b.(i)(a)(4) Each opening in the internal floating roof except for leg sleeves, automatic bleeder vents, rim space vents, column wells, ladder wells, sample wells, and stub drains is to be equipped with a cover or lid which is to be maintained in a closed position at all times (i.e., no visible gap) except when the device is in actual use. The cover or lid shall be equipped with a gasket. Covers on each access hatch and automatic gauge float well shall be bolted except when they are in use.

2.2.b.(i)(a)(5) Automatic bleeder vents shall be equipped with a gasket and are to be closed at all times when the roof is

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floating except when the roof is being floated off or is being landed on the roof leg supports.

2.2.b.(i)(a)(6) Rim space vents shall be equipped with a gasket and are to be set to open only when the internal floating roof is not floating or at the manufacturer's recommended setting.

2.2.b.(i)(a)(7) Each penetration of the internal floating roof for the purpose of sampling shall be a sample well. The sample well shall have a slit fabric cover that covers at least 90 percent of the opening.

2.2.b.(i)(a)(8) Each penetration of the internal floating roof that allows for passage of a column supporting the fixed roof shall have a flexible fabric sleeve seal or a gasketed sliding cover.

2.2.b.(i)(a)(9) Each penetration of the internal floating roof that allows for passage of a ladder shall have a gasketed sliding cover.

2.3. **Volatile Organic Liquid Throughput Limitation**

The permittee is prohibited from exceeding 1,839,600,000 gallons of combined volatile organic liquid product throughput per year, as determined at point of product receipt (e.g., railcar offloading). **Volatile organic liquid products allowed under this permit are crude oil and ethanol.**

2.4. **Volatile Organic Liquid TVP Limitation**

The permittee is prohibited from storing volatile organic liquid product with a monthly average true vapor pressure of 76.6 kPa (11.12 psi) or greater.

2.5. **Marine Vessel Loading Vapor Collection**

The permittee must comply with the following marine vessel loading vapor collection requirements:

- a. The permittee must design and operate its marine vessel vapor collection system to collect displaced VOC vapors during the loading of marine tank vessels.

- b. The permittee is prohibited from loading volatile organic liquid product onto any marine vessel that is not equipped with a compatible vapor collection system.
- c. All displaced VOC vapors collected during any loading event must be vented only to the in service control device.
- d. All hatches, pressure relief valves, connections, gauging ports and vents associated with the loading of volatile organic liquid product onto marine tank vessels must be maintained to be leak free and vapor tight at the time of loading.
- e. The permittee must document prior to loading of any marine tank vessel that the vessel is vapor tight using one of the methods in i. through iv. below. The same method need not be used for all marine tank vessels loaded. A “vapor-tight marine vessel” means a marine tank vessel that has demonstrated within the preceding 12 months to have no leaks. A marine tank vessel loaded at less than atmospheric pressure is assumed to be vapor tight for the purpose of this condition.
 - i. *Pressure test documentation for determining vapor tightness of the marine vessel.* The permittee must maintain on site a copy of vapor-tightness pressure test documentation for each marine tank vessel loaded. The date of the test listed in the documentation must be within the preceding 12 months, and the test must be conducted in accordance with the procedures in 40 CFR §63.565(c)(1). The permittee must maintain vapor-tightness pressure test documentation for marine tank vessels loaded at positive pressure.
 - ii. *Leak test documentation for determining vapor tightness of the marine vessel.* The permittee must maintain on site a copy of leak test documentation for each marine tank vessel loaded. The date of the test listed in the documentation must be within the preceding 12 months, and the test must be conducted in accordance with the procedures in 40 CFR §63.565(c)(2). The permittee must maintain vapor-tightness leak test documentation for marine tank vessels loaded at positive pressure.
 - iii. *Leak test performed during loading using Method 21 for determining vapor tightness of the marine*

vessel. If no pressure test or leak test documentation of vapor tightness is available, and the permittee is not engaged in negative pressure loading, the permittee must perform a leak test on the marine tank vessel during marine tank loading operations using the procedures described in 40 CFR §63.565(c)(2). The permittee must maintain records of the leak test documentation for any marine tank vessels loaded at positive pressure using this compliance option. If a leak is detected, that marine tank vessel may not be loaded again at the terminal until the marine tank vessel is demonstrated to be vapor-tight.

- iv. *Negative pressure loading*. The permittee must ensure that a marine tank vessel is loaded with the product tank below atmospheric pressure (i.e., at negative gauge pressure). The pressure shall be measured immediately downstream of the dock safety unit and the measured pressure must be below atmospheric pressure. Marine tank vessel loading operations must be performed below atmospheric pressure (i.e., at negative gauge pressure) in the product tank.

2.5.e.(iv)(a)(1) If the permittee utilizes negative pressure loading, it must install, calibrate, maintain, and operate a recording pressure measurement device (magnehelic gauge or equivalent device) and an audible and visible alarm system that is activated when the pressure vacuum is less than 1/2 inch of water. The permittee shall place the alarm system so that it can be seen and heard where cargo transfer is controlled. The pressure shall be measured immediately downstream of the dock safety unit and the measured pressure vacuum must be no less than 1/2 inch of water.

2.5.e.(iv)(a)(2) The permittee shall verify the accuracy of the pressure vacuum measurement device once each calendar year with a reference pressure monitor (traceable to National Institute of

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Standards and Technology (NIST) standards or an independent pressure measurement device dedicated for this purpose).

2.5.e.(iv)(a)(3) If measured pressure vacuum drops below 1/2 inch of water, then the permittee must take immediate corrective action to return the negative pressure to 1/2 inch of water or above.

2.5.e.(iv)(a)(4) The permittee shall maintain a log in which it must identify each time that the pressure drops below 1/2 inch of water during marine tank vessel loading operations, the corrective action taken and the duration of the period of marine tank vessel loading operations where negative pressure was below 1/2 inch of water.

2.5.e.(iv)(a)(5) Having the negative pressure go below 1/2 inch of water during marine tank vessel loading operations is not a violation of this permit. However, the failure to log the event or to take immediate corrective action may constitute a violation of this permit.

- f. The permittee shall maintain a documentation file for each marine tank vessel loaded at the source and for which the pressure test or leak test compliance option is relied upon. Updates to this documentation file shall be made at least once per year. The permittee shall include, as a minimum, the following information in this documentation:
- i. Test title;
 - ii. Marine vessel owner and address;
 - iii. Marine vessel identification number;
 - iv. Testing location;
 - v. Date of test;
 - vi. Tester name and signature;
 - vii. Test results.

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- g. The permittee shall maintain a documentation file of each calibration and accuracy verification performed if/when the negative pressure loading option is relied upon. Updates to this documentation file shall be made at least once per year. The permittee shall include, as a minimum, the following information in this documentation:
- i. Test title;
 - ii. Date of test;
 - iii. Testing location;
 - iv. Documentation of reference pressure monitor standard;
 - v. Test results.
- h. A leak under this condition shall mean a reading of 10,000 parts per million volume (ppmv) or greater as methane that is determined using Method 21, 40 CFR 60, Appendix A.

2.6. Lightering of Volatile Organic Liquid Products

The permittee is prohibited from performing or allowing lightering of volatile organic liquid products from marine vessels moored at its dock.

2.7. Vapor Combustion Unit Operating Conditions

Vapor Combustion Unit EU02 (VCU) must be designed and operated as follows:

- a. The exhaust stack of the VCU must be designed and configured to comply with EPA's test Method 1 and appropriately equipped with sample ports for sample and velocity traverses while source testing.
- b. A temperature monitoring system must be installed to continuously monitor and record the operating temperature in the combustion zone of the VCU. Temperature data points must be logged at least every 5-minutes, during all hours of device operation.
- c. The operating temperature of the VCU must be maintained as follows:
 - i. Prior to performance of the initial source test, the operating temperature of the VCU must be maintained at a minimum of 2200 °F;
 - ii. After the performance of the initial source test, the operating temperature of the VCU must be

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maintained at a minimum of the average operating temperature recorded during the most recent valid source test.

- iii. The above operating temperatures are based on a one hour average.
- d. The VCU must be operated at all times when marine vessel loading is being performed.
- e. The VCU must be equipped with a process interlock that halts volatile organic liquid loading during VCU malfunction or upset condition events.
- f. The permittee is prohibited from combusting more than 1,012,457 MMBtu/yr (10,946,000 gallons) of propane per year in Vapor Combustion Unit EU02.

2.8. VCU Visible Emissions Monitoring

The permittee must regularly perform visible emissions determinations of the VCU's stack exhaust gas emissions, as specified below:

- a. Visible emissions monitoring must be performed in accordance with the procedures of EPA Method 22 (non-certified reader method) following the following schedule.
 - i. Daily Method 22 Testing - Perform a visual emissions determination once per day, on each day the process is in operation.
 - ii. Weekly Method 22 Testing - If no visible emissions are detected in 10 consecutive daily Method 22 tests, the permittee may decrease the frequency of testing to once each calendar week. If visible emissions are detected during a weekly test, a daily testing schedule must be resumed until 10 consecutive daily tests are again recorded during which no visible emissions are detected.
 - iii. Monthly Method 22 Testing - If no visible emissions are detected in 8 consecutive weekly Method 22 tests, the permittee may decrease the frequency of testing to once each calendar month. If visible emissions are detected during a monthly test, a weekly testing schedule must be resumed until 8 consecutive weekly tests are again recorded during which no visible emissions are detected.
- b. Conduct each Method 22 test while the facility is operating under normal conditions.

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- c. The duration of each Method 22 test must be at least 15 minutes.
- d. Visible emissions will be considered to be present if detected for more than three minutes of the fifteen minute period.
- e. If visible emissions are detected:
 - i. Perform corrective actions until the visible fugitive emissions are eliminated.
 - ii. After completing the corrective action, perform a follow-up EPA Method 22 inspection for visible emissions. Conduct the test while operating under normal conditions.
 - iii. Notify DEQ (see Condition 8.4) of any visible emissions incident that cannot be remedied within 4 hours of its onset.
 - iv. Notify DEQ of any period of visible emissions incidents amounting to 4 hours or more in any calendar week.
 - v. The notification requirements identified above must be made within 60 minutes of the triggering event.
- f. If visible emissions are observed at any time outside of the normal observation schedule it is the permittee's responsibility to treat the incident as a monitoring event in accordance with the corresponding schedule to which the permittee is subject and follow procedures identified above.

2.9. Vapor Recovery Unit Operating Conditions

Until the VCU is installed and operational, the Vapor Recovery Unit (VRU) must be operated as follows:

- a. The VRU must be operated at all times when marine vessel loading is being performed.
- b. The VRU must be equipped with a process interlock that halts volatile organic liquid loading during VRU malfunction or upset condition events.

3.0 OPERATION AND MAINTENANCE REQUIREMENTS

3.1. Process Leak Detection Program

The permittee must implement a process component leak detection program that at a minimum includes the following performance requirements:

- a. Monthly, the permittee must maintain all process associated pipes, ductwork, connectors, valves/flanges, pumps and compressors to be leak free and vapor tight. Leak free and vapor tight conditions are to be verified and achieved by complying with the following inspection and repair protocol:
 - i. The permittee must perform an inspection of the facility's VOL product receipt, loading and vapor collection associated components in volatile organic liquid product service;
 - ii. The monthly inspection is to be done by evaluating the components using Method 21;
 - iii. Each detection of a leak shall be recorded. A leak is detected whenever a measured concentration of 10,000 ppm or greater is detected;
 - iv. An attempt must be made to correct components identified to have recognized leaks within 5 calendar days. Components that cannot be repaired with the first attempt must be tagged and logged, noting the date of the identified leak;
 - v. Leaking components must be repaired within 15 days;
 - vi. Leaking components that are not repairable within the 15-day period must be reported to DEQ by 5:00 p.m. of the 15th day by phone, fax or e-mail. The report must identify the leaking component(s), the anticipated alternate repair period and the justification for an extended repair period.
 - vii. Leaking components that are taken out of service by isolation and bypass are not required to be reported to the Department as required by Condition 3.1.a.vi.
 - viii. The Department may require submission of an excess emission report in accordance with

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Condition 7.1 for reported leaking components.

- 3.2. **Standard Procedures for Marine Vessel Loading Events** During each marine vessel loading event the permittee must follow the standard procedures titled "Barge Loading," "Completion of Barge Loading" and "PIC Dock Operations Finishing a Barge," as provided to DEQ. This information must be re-submitted to DEQ any time modifications are made to procedures affecting the permittee's Vapor Collection System.
- 3.3. **Vapor Recovery Unit O&M** The permittee must operate and maintain the John Zink VRU in accordance with manufacturer's specifications while the unit is the in-service VOC abatement device for marine vessel loading. A copy of the manufacturer's O&M specifications must be maintained on-site and available for inspection and reference.
- 3.4. **Vapor Combustion Unit O&M** The permittee must operate and maintain the Jordan CEB 4800 VCU in accordance with manufacturer's specifications while the unit is the in-service VOC abatement device for marine vessel loading. A copy of the manufacturer's O&M specifications must be maintained on-site and available for inspection and reference.

4.0 PLANT SITE EMISSION LIMITS

- 4.1. **Plant Site Emission Limits (PSEL)**

Plant site emissions must not exceed the following:

| Pollutant | Limit | Units |
|--|----------|---------------|
| PM/PM ₁₀ /PM _{2.5} | 9* | tons per year |
| SO ₂ | 39 | tons per year |
| NO _x | 39 | tons per year |
| CO | 99 | tons per year |
| VOC | 78 | tons per year |
| GHGs (CO ₂ e) | 74,000** | tons per year |

*All emitted PM is presumed to be PM_{2.5}.

**note: GHG is expressed in standard tons (2000 lbs/ton) for PSEL compliance purposes; not metric tonnes as in GHG reporting requirements

- 4.2. **Emission Limitation Period**

The annual plant site emissions limits apply to any 12-consecutive calendar month period.

5.0 COMPLIANCE DEMONSTRATION

5.1. NSPS Subpart Kb Testing Requirements The permittee must perform testing of each storage tank subject to Subpart Kb in accordance with 40 CFR §60.113b:

- a. § 60.113b Testing and procedures.
 - i. After installing the control equipment required to meet Condition 2.2.b.(i)(a) of the permit [§60.112b(a)(1)] (permanently affixed roof and internal floating roof), the permittee must:

5.1.a.(i)(a) Visually inspect the internal floating roof, the primary seal, and the secondary seal (if one is in service), prior to filling the storage vessel with VOL. If there are holes, tears, or other openings in the primary seal, the secondary seal, or the seal fabric or defects in the internal floating roof, or both, the owner or operator shall repair the items before filling the storage vessel.

5.1.a.(i)(b) For Vessels equipped with a liquid-mounted or mechanical shoe primary seal, visually inspect the internal floating roof and the primary seal or the secondary seal (if one is in service) through manholes and roof hatches on the fixed roof at least once every 12 months after initial fill. If the internal floating roof is not resting on the surface of the VOL inside the storage vessel, or there is liquid accumulated on the roof, or the seal is detached, or there are holes or tears in the seal fabric, the owner or operator shall repair the items or empty and remove the storage vessel from service within 45 days. If a failure that is detected during inspections required in this paragraph cannot be repaired within 45 days and if the vessel cannot be emptied within 45 days, a 30-day extension may be requested from the Administrator in the inspection report required in Condition 7.2.a of the permit [40 CFR §60.115b(a)(3)]. Such a request for an extension must document that alternate storage capacity is unavailable and

specify a schedule of actions the company will take that will assure that the control equipment will be repaired or the vessel will be emptied as soon as possible.

5.1.a.(i)(c) For vessels equipped with a double-seal system as specified in Condition 2.2.b.(i)(a)(2)2) of the permit [§60.112b(a)(1)(ii)(B)]:

5.1.a.(i)(c)(1) Visually inspect the vessel as specified in paragraph 5.1.a.(i)(d) of this section at least every 5 years; or

5.1.a.(i)(c)(2) Visually inspect the vessel as specified in paragraph 5.1.a.(i)(b) of this section.

5.1.a.(i)(d) Visually inspect the internal floating roof, the primary seal, the secondary seal (if one is in service), gaskets, slotted membranes and sleeve seals (if any) each time the storage vessel is emptied and degassed. If the internal floating roof has defects, the primary seal has holes, tears, or other openings in the seal or the seal fabric, or the secondary seal has holes, tears, or other openings in the seal or the seal fabric, or the gaskets no longer close off the liquid surfaces from the atmosphere, or the slotted membrane has more than 10 percent open area, the owner or operator shall repair the items as necessary so that none of the conditions specified in this paragraph exist before refilling the storage vessel with VOL. In no event shall inspections conducted in accordance with this provision occur at intervals greater than 10 years in the case of vessels conducting the annual visual inspection as specified in paragraphs 5.1.a.(i)(b) and 5.1.a.(i)(c)(2) of this section and at intervals no greater than 5 years in the case of vessels specified in paragraph 5.1.a.(i)(c)(1) of this section.

5.1.a.(i)(e) Notify the Administrator in writing at least 30 days prior to the filling or refilling of

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each storage vessel for which an inspection is required by paragraphs 5.1.a.(i)(a) and 5.1.a.(i)(d) of this section to afford the Administrator the opportunity to have an observer present. If the inspection required by paragraph 5.1.a.(i)(d) of this section is not planned and the owner or operator could not have known about the inspection 30 days in advance or refilling the tank, the owner or operator shall notify the Administrator at least 7 days prior to the refilling of the storage vessel. Notification shall be made by telephone immediately followed by written documentation demonstrating why the inspection was unplanned. Alternatively, this notification including the written documentation may be made in writing and sent by express mail so that it is received by the Administrator at least 7 days prior to the refilling.

5.2. PSEL Compliance Monitoring

Compliance with the PSELs of Condition 4.1 is determined for each 12-consecutive calendar month period based on the following calculations (except GHG - see condition 5.4 for GHG PSEL compliance monitoring):

$$E_{12-Mo} = \sum \frac{(12\text{-consecutive } E_{Mo})}{2000}$$

$$E_{Mo} = \sum (P \times EF)$$

Where:

E_{12-Mo} = emissions of an air pollutant in tons/yr for a respective 12-month period.

E_{Mo} = emissions of an air pollutant (in lbs) for a respective calendar month period.

P = process monitoring parameter for the respective calendar month period identified (see Condition 12.0).

EF = emission factor identified for a process/monitoring parameter and pollutant (see Condition 12.0).

5.3. Emission Factors

The permittee must use the default emission factors provided in condition 12.0 for calculating pollutant emissions, unless alternative emission factors are approved by DEQ. The permittee

may request or DEQ may require using alternative emission factors provided they are based on actual test data or other documentation (e.g., AP-42 compilation of emission factors) that has been reviewed and approved by DEQ.

5.4. Greenhouse gas emissions

The permittee must determine its GHG emissions in accordance with the methods/protocols identified in OAR 340-215.

5.5. Source Testing

The permittee must conduct source testing of the facility's VOC abatement unit stack exhaust gas for compliance and emission factor verification. Testing must be performed as specified below:

- a. Schedule of required tests:
 - i. The permittee must conduct an initial source test of the John Zink VRU within 90 days after permit issuance. During the test, the unit's stack exhaust gas must be tested for VOC and HAP emissions. Testing of the VRU is not required if the device will be replaced by the VCU within 6 months of permit issuance.
 - ii. The permittee must conduct an initial source test of the Jordan CEB 4800 VCU within 90 days after the VCU enters service. During the test, the unit's stack exhaust gas must be tested for NO_x, CO, and VOC emissions.
 - iii. Following completion of the initial performance testing identified above, the permittee must conduct subsequent source tests of the in-service VOC abatement unit once each calendar year. In each test the abatement unit's stack exhaust gas must be tested for the pollutants respectively identified above unless otherwise approved by DEQ. Tests are to be performed approximately one year from the most recent valid source test.
- b. The Department may approve an extension of a testing deadline stated above if the permittee provides adequate justification for the extension. The Department may require an extension if the facility's operating capacity appears insufficient to provide representative emission data.
- c. During the source tests, stack exhaust gas must be sampled while the facility is operating at approximately its maximum normal operating capacity.
- d. Each source test must consist of at least three (3) test runs

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and the emissions results must be reported as the arithmetic average of all valid test runs. If a test run is invalid for reasons beyond the control of the permittee, DEQ may accept two (2) test runs for emission factor verification or for demonstrating compliance with an emission limit or standard.

- e. The following parameters must be monitored and recorded during the source test:
 - i. Quantity (in gallons) of crude oil loaded;
 - ii. VRU carbon bed cycle time;
 - iii. Operating temperature of the VCU, expressed as one-hour averages;
 - iv. Visible emissions (VCU only) as measured by EPA Method 9 for a period of at least six minutes during or within 30 minutes before or after each test run;
 - v. Other facility/process operating parameters identified prior to the test.
- f. Test results should report measured emissions as ppmvd, lb/hr, and lb/10³ gallon of product loaded.
- g. All tests must be conducted in accordance with the Department's Source Sampling Manual and the approved pretest plan. The pretest plan must be submitted at least 30 days prior to the intended test date and approved by the Regional Source Test Coordinator and/or Permit Writer. Test data and results must be submitted to DEQ for review within 45 days of test completion unless otherwise approved in the pretest plan. See Condition 8.4 for appropriate address to submit test plans/reports.
- h. Only regular operating staff may adjust the combustion system or production processes and emission control parameters during the source test and within two hours prior to the source test. Any operating adjustments made during the source test, which are a result of consultation with source testing personnel, equipment vendors or consultants, may render the source test invalid.

| Tested Pollutant | Reference Test Method ⁽¹⁾ |
|------------------|--------------------------------------|
| NOx | EPA Method 7E |
| CO | EPA Method 10 |
| VOC | EPA Method 18, 25, 25A |
| HAPs | Method TBD |
| Opacity | EPA Method 9 |

⁽¹⁾ Substitution of alternative test method(s) must be approved by DEQ.

6.0 MONITORING/RECORDKEEPING REQUIREMENTS

- 6.1. NSPS Subpart Kb The permittee must comply with all applicable monitoring and recordkeeping requirements of 40 CFR Subpart Kb (see § 60.116b Monitoring of operations and § 60.115b Reporting and recordkeeping requirements):
- a. The permittee must keep readily accessible records showing the dimensions of each Subpart Kb subject storage vessel and an analysis showing the capacity of the storage vessel. **These records must be kept for the life of the respective source.**
 - b. For each Subpart Kb subject storage vessel, either with a design capacity greater than or equal to 39,890 gallons storing a liquid with a maximum true vapor pressure greater than or equal to 0.5 psi or with a design capacity greater than or equal to 19,813 gallons but less than 39,890 gallons storing a liquid with a maximum true vapor pressure greater than or equal to 2.2 psi, the permittee must maintain a record of the VOL stored, the period of storage, and the maximum true vapor pressure of that VOL during the respective storage period.
 - c. Available data on the storage temperature may be used to determine the maximum true vapor pressure as determined below:
 - i. For vessels operated at ambient temperatures, the maximum true vapor pressure is calculated based upon the maximum local monthly average ambient temperature as reported by the National Weather Service.

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- ii. For refined petroleum products the vapor pressure may be obtained by the following:
 - 6.1.c.(ii)(a) Available data on the Reid vapor pressure and the maximum expected storage temperature based on the highest expected calendar-month average temperature of the stored product may be used to determine the maximum true vapor pressure from nomographs contained in API Bulletin 2517 (incorporated by reference—see §60.17), unless the Administrator specifically requests that the liquid be sampled, the actual storage temperature determined, and the Reid vapor pressure determined from the sample(s).
 - 6.1.c.(ii)(b) The true vapor pressure of each type of crude oil with a Reid vapor pressure less than 13.8 kPa or with physical properties that preclude determination by the recommended method is to be determined from available data and recorded if the estimated maximum true vapor pressure is greater than 3.5 kPa.
- iii. For non-petroleum liquids, the vapor pressure:
 - 6.1.c.(iii)(a) May be obtained from standard reference texts, or
 - 6.1.c.(iii)(b) Determined by ASTM D2879–83, 96, or 97 (incorporated by reference—see §60.17); or
 - 6.1.c.(iii)(c) Measured by an appropriate method approved by the Administrator; or
 - 6.1.c.(iii)(d) Calculated by an appropriate method approved by the Administrator.
- d. After installing the control equipment required to meet Condition 2.2.b.i of the permit [40 CFR §60.112b(a)(1)] (permanently affixed roof and internal floating roof), the permittee must keep a record of each inspection performed as required by permit Conditions 5.1.a.(i)(a) , 5.1.a.(i)(b) , 5.1.a.(i)(c) , and 5.1.a.(i)(d) (as applicable). Each record shall identify the storage vessel on which the

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inspection was performed and shall contain the date the vessel was inspected and the observed condition of each component of the control equipment (seals, internal floating roof, and fittings).

- 6.2. **Continuous Monitoring - Vapor Combustion Unit EU02** The permittee must continuously monitor and record the operating temperature in the combustion zone of the Vapor Combustion Unit EU02. Temperature data points must be logged at least every 5-minutes, during all hours of device operation. Monitored data must be reduced to demonstrate the average hourly operating temperature of the unit.
- 6.3. **Operation and Maintenance Monitoring- Recordkeeping** The permittee must maintain the following records related to the operation and maintenance of the plant and associated air contaminant control devices:

| Monitored Parameter | | Monitoring Frequency |
|----------------------------|---|------------------------------------|
| a. | Maintain a record of each marine vessel arrival and loading event including signed-off records of the standard operating procedures identified in Condition 3.2. | Each Event |
| b. | The permittee must maintain monitoring records for the Marine Vessel Loading Vapor Collection system as required in Condition 2.5. | As Required |
| c. | Quantity (gallons) and type of VOL received into storage (measurement not to include ethanol manufactured on site). | Monthly - Each Receipt |
| d. | Quantity (gallons) and type of VOL loaded onto marine vessels (measurement not to include ethanol manufactured on site). | Monthly |
| e. | Roof landing events for each VOL storage tank. | Each Occurrence |
| f. | Process tank (TK6151 and TK6152) degassing and refilling (after drawdown) events. | Each Occurrence |
| g. | Quantity of propane (gallons, MMBtu) combusted in Vapor Combustion Unit EU02. | Monthly |
| h. | The permittee must monitor and maintain records documenting the performance of each EPA Method 22 visible emissions test and any associated corrective actions performed, as required by Condition 2.8. | Daily/Weekly/Monthly per Condition |
| i. | Results of the monthly leak detection evaluation | Monthly |

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| | |
|--|-----------------|
| <p>required in Condition 3.1.a:</p> <ul style="list-style-type: none"> i. Date of inspection; ii. Findings – identification of leaking component, location, nature and severity (instrument reading) of each leak; or indicate no leaks; iii. Corrective action - for each detected leak record the corrective action performed and date of repair; iv. Maintain a record of each leaking component report submitted to DEQ as required by Condition 3.1.a.vi. | |
| <p>j. Using the compliance calculation procedures from Condition 5.2, perform a calculation of emissions for each pollutant type for which there is a PSEL, to demonstrate compliance with the rolling 12-month PSEL limitations of Condition 4.1 (see Condition 6.3.k for GHG specific monitoring requirements).</p> | Monthly |
| <p>k. The permittee must monitor and maintain records of fuel usage and other parameters sufficient to demonstrate compliance with the GHG PSEL and be able to determine emissions for any 12 consecutive month period(s).</p> | Monthly |
| <p>l. Record of the monthly average True Vapor Pressure of each volatile organic liquid product stored consistent with Condition 6.1.b.</p> | Monthly |
| <p>m. The permittee must maintain records of O&M activities performed in accordance with manufacturer's specifications for the John Zink VRU as required in Condition 3.3.</p> | As Required |
| <p>n. The permittee must maintain records of O&M activities performed in accordance with manufacturer's specifications for the Jordan CEB 4800 VCU as required in Condition 3.4.</p> | As Required |
| <p>o. Record major maintenance performed on air pollution control equipment.</p> | Each Occurrence |

6.4. Excess Emissions

The permittee must maintain records of excess emissions as defined in OAR 340-214-0300 through 340-214-0340 (recorded on occurrence). Typically, excess emissions are caused by process

upsets, startups, shutdowns, or scheduled maintenance. In many cases, excess emissions are evident when visible emissions are greater than 20% opacity for 3 minutes or more in any 60-minute period. If there is an ongoing excess emission caused by an upset or breakdown, the permittee must cease operation of the equipment or facility no later than 48 hours after the beginning of the excess emissions, unless continued operation is approved by DEQ in accordance with OAR 340-214-0330(4).

- 6.5. **Complaint Log** The permittee must maintain a log of all written complaints and complaints received via telephone that specifically refer to air pollution concerns associated to the permitted facility.

The log must include a record of the permittee's actions to investigate the validity of each complaint and a record of actions taken for complaint resolution.

- 6.6. **Retention of Records** Unless otherwise specified, all records must be maintained on site for a period of two (2) years and made available to DEQ upon request.

7.0 REPORTING REQUIREMENTS

- 7.1. **Excess Emissions** The permittee must notify DEQ of excess emissions events if the excess emission is of a nature that could endanger public health.
- a. Such notice must be provided as soon as possible, but never more than one hour after becoming aware of the problem. Notice must be made to the regional office identified in Condition 8.3 by email, telephone, facsimile, or in person.
 - b. If the excess emissions occur during non-business hours, the permittee must notify DEQ by calling the Oregon Emergency Response System (OERS). The current number is 1-800-452-0311.
 - c. The permittee must also submit follow-up reports when required by DEQ.
- 7.2. **NSPS Subpart Kb** The permittee must submit the following Subpart Kb specific reports/notifications to the EPA Administrator and DEQ, as applicable:
- a. If any of the conditions described in Condition 5.1.a.(i)(b) of the permit [40 CFR §60.113b(a)(2)] are detected during the required annual visual inspection, a report shall be furnished to the Administrator and DEQ within 30 days of

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the inspection. Each report shall identify the storage vessel, the nature of the defects, and the date the storage vessel was emptied or the nature of and date the repair was made.

- b. After each inspection required by Condition 5.1.a.(i)(c) of the permit [40 CFR §60.113b(a)(3)] that finds holes or tears in the seal or seal fabric, or defects in the internal floating roof, or other control equipment defects listed in Condition 5.1.a.(i)(c)(2) [§60.113b(a)(3)(ii)], a report shall be furnished to the EPA Administrator and DEQ within 30 days of the inspection. The report shall identify the storage vessel and the reason it did not meet the required specifications [of 40 CFR §61.112b(a)(1) or §60.113b(a)(3)] and list each repair made.
- c. Provide notification to the EPA Administrator and DEQ in writing, in accordance with the criteria stated in Condition 5.1.a.(i)(e) , prior to the filling or refilling of each storage vessel for which an inspection is required by Conditions 5.1.a.(i)(a) and 5.1.a.(i)(d) a.

7.3. Annual Report

For each year this permit is in effect, the permittee must submit to DEQ by **February 15**, two (2) copies of the following information for the previous calendar year:

- a. A statement of the facility's compliance status with the conditions of the permit for the calendar year. Any violations or exceedances must be explained in detail including corrective actions taken.
- b. Quantity (gallons) of crude oil transloaded onto marine vessels.
- c. Quantity (gallons) of ethanol (from external source - not manufactured on site) transloaded onto marine vessels.
- d. Quantity (gallons) and type of other volatile organic liquids transloaded onto marine vessels.
- e. Quantity of propane (gallons, MMBtu) combusted in the VCU.
- f. A summary of the rolling 12-month PSEL emission rate calculations determined each month in accordance with Condition 6.3.j.
- g. Provide a calculation of annual greenhouse gas emissions, performed in accordance with Condition 5.4 (identify method of calculation), to demonstrate compliance with

the GHG PSEL in Condition 4.1. This information may be reported separately (by March 31st) to coincide with GHG report requirements of OAR 340-215.

- h. Records of all planned and unplanned excess emissions events.
 - i. Summary of complaints relating to air quality received by permittee during the year.
 - j. List permanent changes made in plant process, production levels, and pollution control equipment which affected air contaminant emissions.
 - k. List major maintenance performed on pollution control equipment.
- 7.4. **Greenhouse Gas Registration and Reporting** The permittee must register and report its greenhouse gas emissions with DEQ in accordance with OAR 340-215.
- 7.5. **Notice of Change of Ownership or Company Name** The permittee must notify DEQ in writing using a Departmental "Permit Application Form" within 60 days after the following:
- a. Legal change of the name of the company as registered with the Corporations Division of the State of Oregon; or
 - b. Sale or exchange of the activity or facility.
- 7.6. **Construction or Modification Notices** The permittee must notify DEQ in writing using a Departmental "Notice of Construction Form," or "Permit Application Form," and obtain approval in accordance with OAR 340-210-0205 through 340-210-0250 before:
- a. Constructing, installing, or establishing a new stationary source that will cause an increase in any regulated pollutant emissions;
 - b. Making any physical change or change in operation of an existing stationary source that will cause an increase, on an hourly basis at full production, in any regulated pollutant emissions; or
 - c. Constructing or modifying any air pollution control equipment.
- 7.7. **Where to Send Reports and Notices** The reports, with the permit number prominently displayed, must be sent to the Permit Coordinator for the region where the source is located as identified in Condition 8.3.

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8.0 ADMINISTRATIVE REQUIREMENTS

- 8.1. **Permit Renewal Application** The completed application package for renewal of this permit is due on 06/01/2019. Two (2) copies of the application must be submitted to the DEQ Permit Coordinator listed in condition 8.3.
- 8.2. **Permit Modifications** Application for a modification of this permit must be submitted not less than 60 days prior to the source modification. A special activity fee must be submitted with an application for the permit modification. The fees and two (2) copies of the application must be submitted to the Business Office of the Department (see Condition 9.4).
- 8.3. **Permit Coordinator Address** All notices and applications (not requiring associated fees) should be sent to the attention of the Permit Coordinator of the Department's Northwest Regional Office. The address is as follows:

Department of Environmental Quality
Attn: AQ Permit Coordinator
Northwest Region
2020 SW 4th Avenue, Suite 400
Portland, OR 97201-4987
Telephone: (503) 229-5582
- 8.4. **DEQ Regional Office** Unless otherwise notified, submit all reports (source test plans and source test reports; annual, semi-annual, etc.) to the DEQ office noted below.

Department of Environmental Quality
Northwest Region - AQ Section
2020 SW 4th Avenue, Suite 400
Portland, OR 97201-4987
503-229-5263
- 8.5. **Department Contacts - General** All inquiries about this permit should be directed to the regional office identified in Condition 8.4
- 8.6. **Department Contacts - Internet** Information about air quality permits and the Department's regulations may be obtained from the DEQ web page at www.oregon.gov/deq

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8.7. EPA US Environmental Protection Agency
 Administrator Director, Air and Waste Management Division
 Address 1200 Sixth Avenue
 Seattle, WA 98101

9.0 FEES

- 9.1. Annual Compliance Fee The Annual Fee specified in OAR 340-216-0020, Table 2, Part 2 for a Standard ACDP is due on **December 1** of each year this permit is in effect. An invoice indicating the amount, as determined DEQ regulations will be mailed prior to the above date. **Late fees in accordance with Part 4 of the table will be assessed as appropriate.**
- 9.2. Change of Ownership or Company Name Fee The non-technical permit modification fee specified in OAR 340-216-0020, Table 2, Part 3(a) is due with an application for changing the ownership or the name of the company.
- 9.3. Special Activity Fees The special activity fees specified in OAR 340-216-0020, Table 2, Part 3 (b through i) are due with an application to modify the permit.
- 9.4. Where to Submit Fees Fees must be submitted to:
 Department of Environmental Quality
 Accounting Office
 811 SW Sixth Avenue
 Portland, Oregon 97204-1390

10.0 GENERAL CONDITIONS AND DISCLAIMERS

- 10.1. Permitted Activities This permit allows the permittee to discharge air contaminants from processes and activities related to the air contaminant source(s) listed on the first page of this permit until this permit expires, is modified, or is revoked.
- 10.2. Other Regulations In addition to the specific requirements listed in this permit, the permittee must comply with all other legal requirements enforceable by DEQ.
- 10.3. Conflicting Conditions In any instance in which there is an apparent conflict relative to conditions in this permit, the most stringent conditions apply.

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- 10.4. Masking of Emissions** The permittee must not cause or permit the installation of any device or use any means designed to mask the emissions of an air contaminant that causes or is likely to cause detriment to health, safety, or welfare of any person or otherwise violate any other regulation or requirement.
- 10.5. Department Access** The permittee must allow DEQ's representatives access to the plant site and pertinent records at all reasonable times for the purposes of performing inspections, surveys, collecting samples, obtaining data, reviewing and copying air contaminant emissions discharge records and conducting all necessary functions related to this permit in accordance with ORS 468-095.
- 10.6. Permit Availability** The permittee must have a copy of the permit available at the facility at all times.
- 10.7. Open Burning** The permittee may not conduct any open burning except as allowed by OAR 340 Division 264.
- 10.8. Asbestos** The permittee must comply with the asbestos abatement requirements in OAR 340, Division 248 for all activities involving asbestos-containing materials, including, but not limit to, demolition, renovation, repair, construction, and maintenance.
- 10.9. Property Rights** The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.
- 10.10. Permit Expiration**
- a. A source may not be operated after the expiration date of the permit, unless any of the following occur prior to the expiration date of the permit:
 - i. a timely and complete application for renewal or for an Oregon Title V Operating Permit has been submitted, or
 - ii. another type of permit (ACDP or Oregon Title V Operating Permit) has been issued authorizing operation of the source.
 - b. For a source operating under an ACDP or Oregon Title V Operating Permit, a requirement established in an earlier ACDP remains in effect notwithstanding expiration of the ACDP, unless the provision expires by its terms or unless the provision is modified or terminated according to the procedures used to establish the requirement initially.

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- 10.11. Permit Termination, Revocation, or Modification
- DEQ may modify or revoke this permit pursuant to OAR 340-216-0082 and 340-216-0084.

11.0 AUTHORIZATION TO CONSTRUCT

- 11.1. Construction Activities
- This permit allows the permittee to construct and operate the following listed additional emission sources to be used at the transloading facility:
- a. Four (4) new 108,000-barrel (4.5 MMGal) internal floating roof volatile organic liquid storage tanks;
 - b. Two (2) new 36,000 gallon closed-system process tanks (pressure vessels);
 - c. One (1) vapor combustion unit (VCU); and
 - d. Pumps, piping, and other ancillary equipment necessary to support the new tanks and VCU.

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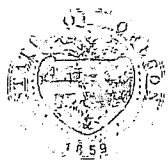
12.0 EMISSION FACTORS

| Process | Pollutant | Monitoring Parameter (P) | Emissions Factor (EF) | Emissions Factor Units |
|--|--|--|---|--------------------------------|
| Crude Oil Storage Tank(s) (FS01) | VOC | Gallons of throughput for a respective calendar month period | Use TANKS software or AP-42 algorithms for 12-month emission rate calculation | lb/month |
| Ethanol Storage Tank(s) (FS01) | VOC | Gallons of throughput for a respective calendar month period | Use TANKS software or AP-42 algorithms for 12-month emission rate calculation | lb/month |
| Other Volatile Organic Liquid Storage Tank(s) (FS01) | VOC | Gallons of throughput for a respective calendar month period | Use TANKS software or AP-42 algorithms for 12-month emission rate calculation | lb/month |
| Marine Vessel Loading (EP01-VRU) | VOC | Gallons volatile organic liquid product loaded | 0.084 | lbs/10 ³ gal loaded |
| Marine Vessel Loading (EP01/EU01&02-VCU) | VOC | Gallons volatile organic liquid product loaded | 0.027 ⁽¹⁾ | lbs/10 ³ gal loaded |
| | PM/PM ₁₀ /PM _{2.5} | Gallons volatile organic liquid product loaded | 0.001 | lbs/10 ³ gal loaded |
| | SO ₂ | Gallons volatile organic liquid product loaded | 0.005 | lbs/10 ³ gal loaded |
| | NO _x | Gallons volatile organic liquid product loaded | 0.004 ⁽¹⁾ | lbs/10 ³ gal loaded |
| | CO | Gallons volatile organic liquid product loaded | 0.002 ⁽¹⁾ | lbs/10 ³ gal loaded |
| Equipment Leaks (FS02) | VOC | Equipment leak constant | 33.3 | lb/month |
| Storage Tank Roof Landings and Degassing | VOC | Landing and degassing event constant | 5,583 | lb/event |
| Loadout Fugitives (leaks) (FS03) | VOC | Gallons volatile organic liquid product loaded | 0.017 | lbs/10 ³ gal loaded |
| Process Tank Fugitives (FS04) | VOC | Process tank degassing | 2,538 | lb/event |

(1) Emission factor must be revised to reflect the measured emission rates demonstrated in each valid source test. After multiple source tests have been performed, the assumed emission factor is to be based on an average of the measured emission rates from all valid source test runs, provided the conditions during the respective source tests are sufficiently similar.

13.0 ABBREVIATIONS, ACRONYMS, AND DEFINITIONS

| | | | |
|------------------|--|----------------------|---|
| ACDP | Air Contaminant Discharge Permit | O ₂ | oxygen |
| ASTM | American Society for Testing and Materials | OAR | Oregon Administrative Rules |
| AQMA | Air Quality Maintenance Area | ORS | Oregon Revised Statutes |
| calendar year | The 12-month period beginning January 1st and ending December 31st | O&M | operation and maintenance |
| CFR | Code of Federal Regulations | Pb | lead |
| CO | carbon monoxide | PCD | pollution control device |
| CO _{2e} | carbon dioxide equivalent | PM | particulate matter |
| DEQ | Oregon Department of Environmental Quality | PM ₁₀ | particulate matter less than 10 microns in size |
| dscf | dry standard cubic foot | PM _{2.5} | particulate matter less than 2.5 microns in size |
| EPA | US Environmental Protection Agency | ppm | part per million |
| FCAA | Federal Clean Air Act | PSD | Prevention of Significant Deterioration |
| Gal | gallon(s) | PSEL | Plant Site Emission Limit |
| GHG | greenhouse gas | PTE | Potential to Emit |
| gr/dscf | grains per dry standard cubic foot | RACT | Reasonably Available Control Technology |
| HAP | Hazardous Air Pollutant as defined by OAR 340-244-0040 | scf | standard cubic foot |
| I&M | inspection and maintenance | SER | Significant Emission Rate |
| lb | pound(s) | SIC | Standard Industrial Code |
| MMBtu | million British thermal units | SIP | State Implementation Plan |
| NESHAP | National Emissions Standards for Hazardous Air Pollutants | SO ₂ | sulfur dioxide |
| NO _x | nitrogen oxides | Special Control Area | as defined in OAR 340-204-0070 |
| NSPS | New Source Performance Standard | Unit Conversion | 1 pound/square inch = 6.89475728 kilopascal |
| NSR | New Source Review | VE | visible emissions |
| | | VOC | volatile organic compound |
| | | year | A period consisting of any 12-consecutive calendar months |



Oregon

Theodore W. Kulongoski, Governor

Department of Environmental Quality
Northwest Region Portland Office
2020 SW 4th Avenue, Suite 400
Portland, OR 97201-4987
(503) 229-5263
FAX (503) 229-6945
TTY (503) 229-5171

January 30, 2008

Cascade Grain Products, LLC
Attn: Samantha Evans
17506 Garden Ridge Circle
Wildwood, Missouri 63038

RE: ISSUANCE OF A MODIFIED AIR CONTAMINANT DISCHARGE
PERMIT 05-0006

The Department of Environmental Quality has received and is processing your application for a modified permit to discharge air contaminants from your facility located at 81200 Kalunki Road in Clatskanie, Oregon. Based on the information contained in that application, we are issuing that modification.

You may appeal the changes in the permit by applying to the Environmental Quality Commission, or its representative, within twenty days from the date of this letter. This permit is issued pursuant to Oregon Revised Statutes 468A and Oregon Administrative Rules 340-14-005 through 340-14-050 and 340-28-1700 through 340-28-1780.

A copy of the current permit must be available at the facility at all times. Failure to comply with permit conditions may result in a civil penalty. You are expected to read the permit carefully and comply with all conditions to protect the environment of Oregon.

If you have any questions or comments, please contact Greg Grunow at (503) 667-8414 extension 55015.

Sincerely,

Ed Druback
Air Quality Manager
Northwest Region

FL/FD:cab
Enclosure

cc: AQ
EPA - Region 10
Cascade Grain Products, LLC, 81200 Kalunki Road, Clatskanie, OR 97106

STANDARD AIR CONTAMINANT DISCHARGE PERMIT

Department of Environmental Quality
Northwest Region
2020 SW 4th Avenue, #400
Portland, Oregon 97201
(503) 229-5554

This permit is being issued in accordance with the provisions of ORS 468A.040 and based on the land use compatibility findings included in the permit record.

ISSUED TO:

Cascade Grain Products, LLC
17506 Garden Ridge Circle
Wildwood, Missouri 63038

INFORMATION RELIED UPON:

Application No.: 022046
Date Received: 12/29/2006

PLANT SITE LOCATION:

81200 Kallunki Road
Clatskanie, OR 97106

LAND USE COMPATIBILITY FINDING:

Approving Authority: Columbia County
Approval Date: 03/22/2006

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

Ed Druback
Ed Druback, Northwest Region Air Quality Manager

01/30/08
Dated

Source(s) Permitted to Discharge Air Contaminants (OAR 340-216-0020):

| Table 1 Code | Source Description | SIC |
|---------------------|--|------|
| Part B, Category 75 | Sources that would emit 10 or more tons/yr of any criteria pollutant if the source were to operate uncontrolled. | 2869 |

Template revised 3/21/05

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1.0 GENERAL EMISSION STANDARDS AND LIMITS

- 1.1. **Visible Emissions** The permittee must comply with the following visible emission limits, as applicable:
- Emissions from any fuel burning equipment air contaminant source must not equal or exceed 20% opacity for a period aggregating more than 3 minutes in any one hour.
 - Emissions from any air contaminant source other than fuel burning equipment must not equal or exceed 20% opacity for a period aggregating more than 30 seconds in any one hour.
- 1.2. **Particulate Matter Emissions** The permittee must comply with the following particulate matter emission limits, as applicable:
- Particulate matter emissions from any fuel burning equipment must not exceed 0.1 grains per standard cubic foot, corrected to 12% CO₂ or 50% excess air.
 - Particulate matter emissions from any air contaminant source other than fuel burning equipment and fugitive emission sources must not exceed 0.1 grains per standard cubic foot.
- 1.3. **Fugitive Emissions** The permittee must take reasonable precautions to prevent fugitive dust emissions by
- Treating vehicular traffic areas of the plant site under the control of the permittee.
 - Operating all air contaminant-generating processes so that fugitive type dust associated with the operation will be adequately controlled at all times.
 - Storing collected materials from air pollution control equipment in a covered container or other method equally effective in preventing the material from becoming airborne during storage and transfer.
- 1.4. **Particulate Matter Fallout** The permittee must not cause or permit the emission of any particulate matter larger than 250 microns in size at sufficient duration or quantity, as to create an observable deposition upon the real property of another person. The Department will verify that the deposition exists and will notify the permittee that the deposition must be controlled.

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- 1.5. Nuisance and Odors The permittee must not cause or allow air contaminants from any source to cause a nuisance. Nuisance conditions will be verified by Department personnel.
- 1.6. Fuels and Fuel Sulfur Content The permittee must not use any fuel other than natural gas, propane, butane for production purposes. ASTM grade fuel oils or on-specification used oil may be used in emergency generators.
- a. Fuel oils must not contain more than:
 - i. 0.3% sulfur by weight for ASTM Grade 1 distillate oil;
 - ii. 0.5% sulfur by weight for ASTM Grade 2 distillate oil;
 - b. The permittee is allowed to use on-specification used oil as fuel which contains no more than 0.5% sulfur by weight. The permittee must obtain analyses from the marketer or, if generated on site, have the used oil analyzed, so that it can be demonstrated that each shipment of oil does not exceed the used oil specifications contained in 40 CFR Part 379.11, Table 1.

2.0 SPECIAL CONDITIONS

- 2.1. Scrubber Operation The permittee must maintain the scrubbing solution (water) in the distillation vent scrubber and the fermentation vent (CO₂) scrubber as follows:
- a. at or below 54°F during operation prior to the source tests required in Conditions 5.4.b and 5.4.c; or
 - b. at the average scrubbing temperature monitored during the source tests required in Conditions 5.4.b and 5.4.c, provided that source test has been deemed to be valid and approved by the Department.
 - c. The operating temperature is to be determined based upon a three-hour rolling average of hourly temperatures. If, based upon a three-hour average, the operating temperature rises above the permitted operating temperature, the permittee must investigate the cause of the temperature rise and take expeditious action to return the temperature to the approved level. The temperature rising above this emission action level is not a violation of this permit condition, however, it is a violation of this permit condition if the permittee fails to expeditiously investigate and act to correct the operating

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temperature after it has risen above the permitted level.

2.2. Baghouse/Multi-clone Operation and maintenance

The permittee must observe the following baghouse/multiclone operation and maintenance requirements:

- a. The permittee must post the operating differential pressure design specification on each respective fabric filter baghouse and multiclone at the facility.
- b. When replacing fabric filter bags in any baghouse, the permittee may not substitute a bag with lower control efficiency specifications than what was specified in the original system design specifications.
- c. The permittee must keep readily accessible records documenting the original engineering design specifications for all multiclones and baghouses and associated fabric filter bags at the facility. These records must be kept for the life of the source.

2.3. Regenerative Thermal Oxidizers (RTO)

At all times while DDGS is being dried, the permittee must maintain the temperature within the associated RTO(s) as follows:

- a. Each RTO must be maintained at a minimum operating temperature of 1600° F (based on a one hour average) for at least a 0.5 second retention time unless an alternate temperature and/or time parameter has been demonstrated and approved by the Department as being equal or more effective; OR
- b. Once a valid source test has been performed for the RTOs, the operating temperature of each RTO must be maintained at the average operating temperature recorded during the most recent valid source test based on a one hour average.
- c. The operating temperatures of the RTOs must not fall to a level more than 25°F below the average operating temperature recorded during the most recent valid source test or 1400° as applicable (based on a one hour average). If, based upon a one hour average, the operating temperature drops to more than 25°F below this temperature set point, the permittee must take expeditious action to return the temperature to the established operating range. The temperature falling below this emission action level is not a violation of this permit condition, however, it is a violation of this permit condition if the permittee fails to expeditiously take action to correct the operating temperature after its

fallen below the range.

3.0 SPECIFIC PERFORMANCE AND EMISSION STANDARDS

3.1. NSPS Subpart A - General Provision Requirements

The permittee must comply with all applicable provisions of 40 CFR Subpart A, including but not limited to the following (Note -- refer to 40 CFR Subpart A for definitions of terminology stated in this condition. The following summarizes applicable requirements of Subpart A, but is not intended to supersede the Subpart.):

- a. 40 CFR § 60.7 Notification and record keeping
 - i. § 60.7(a)(1) A notification of the date construction (or reconstruction as defined under §60.15) of an affected facility is commenced postmarked no later than 30 days after such date. This requirement shall not apply in the case of mass-produced facilities which are purchased in completed form.
 - ii. § 60.7(b)(3) A notification of the actual date of initial startup of an affected facility postmarked within 15 days after such date.
 - iii. § 60.7(b) The permittee must maintain records of the occurrence and duration of any startup, shutdown, or malfunction in the operation of an affected facility; any malfunction of the air pollution control equipment; or any periods during which a continuous monitoring system or monitoring device is inoperative.
 - iv. § 60.7(f) The permittee must maintain a file of all measurements and all other information as required by any Subpart, recorded in a permanent form suitable for inspection. The file shall be retained for at least two years following the date of such measurements, maintenance, reports, and records.
 - v. § 60.7(g) If notification substantially similar to that in § 60.7(a) above (Condition 3.1 a.i) is required by a State (the Department), sending the EPA Administrator a copy of that notification will satisfy the requirements of paragraph (a) of this section.
- b. 40 CFR § 60.8 Performance tests
 - i. §60.8(a) Within 60 days after achieving the maximum production rate at which each affected facility will be operated, but not later than 180 days after initial startup

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of such facility the permittee must conduct performance tests to determine compliance with the emissions standards of each applicable NSPS Subpart.

- ii. (b) Performance tests must be conducted and data reduced in accordance with the test methods and procedures contained in each applicable NSPS Subpart or as otherwise approved pursuant to Subpart A.
- iii. Flares used to comply with this subpart shall comply with the requirements of §60.18.
- c. 40 CFR § 60.18 General control device requirements (Product Loadout Flare)
 - i. The Product Loadout Flare must be designed for and operated with no visible emissions as determined by EPA Method 22, except for periods not to exceed a total of 5 minutes during any 2 consecutive hours.
 - ii. The Product Loadout Flare must be operated with a pilot flame present at all times, as determined by using a thermocouple or other equivalent device to detect the presence of a flame.
 - iii. The Product Loadout Flare must be operated at all times when emissions may be vented to it.
 - iv. The Product Loadout Flare must be operated only with the net heating value of the gas being combusted being 11.2 MJ/scm (300 Btu/scf) or greater. The net heating value is determined as follows:

$$H_T = k \sum_{i=1}^n C_i H_i$$

where:

HT=Net heating value of the sample, MJ/scm; where the net enthalpy per mole of offgas is based on combustion at 25 °C and 760 mm Hg, but the standard temperature for determining the volume corresponding to one mole is 20 °C;

$$k = \text{constant}, 1.740 \times 10^{-7} \left(\frac{1}{\text{ppm}} \right) \left(\frac{\text{g mole}}{\text{scm}} \right) \left(\frac{\text{MJ}}{\text{kcal}} \right)$$

where the standard temperature for $\left(\frac{\text{g mole}}{\text{scm}} \right)$ is 20°C;

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C_i = Concentration of sample component i , in ppm on a wet basis, as measured for organics by Reference Method 18 and measured for hydrogen and carbon monoxide by ASTM D1946-77 or 90, and

H_i = Net heat of combustion of sample component i , kcal/g mole at 25 °C and 760 mm Hg. The heats of combustion may be determined using ASTM D2382-76 or 88 or D4809-95 if published values are not available or cannot be calculated.

- v. The Product Loadout Flare must be designed and operated with an exit velocity less than the velocity as determined by the following method:

$$V_{max} = 8.706 - 0.704(H_1)$$

V_{max} = Maximum permitted velocity, m/sec

8.706 = Constant

0.704 = Constant

H_1 = The net heating value as determined in paragraph 3.1 c. iv above.

- 3.2. **NSPS Subpart Dc - Standards of Performance for Industrial-Commercial-Institutional Steam Generating Units Requirements**
 The permittee must comply with all applicable provisions and standards of 40 CFR Part 60, Subpart Dc. All affected Steam Generating Units associated with this permit action are fired exclusively with natural gas and as such, there are no applicable emission standards for which these Steam Generating Units fall subject under this Subpart.

- 3.3. **NSPS Subpart Kb - Standards of Performance for Volatile Organic Liquid (VOL) Storage Vessels for Which Construction, Reconstruction or Modification Commenced after**
 The permittee must comply with all applicable provisions of 40 CFR Subpart Kb, including but not limited to the following, for each affected storage vessel (Note – refer to 40 CFR Subpart Kh and/or Subpart A for definitions of terminology stated in this condition. The following summarizes the applicable requirements of Subpart Kb, but is not intended to supersede the Subpart):

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- a. NSPS Subpart Kb – Process tank exemption:
 - i. Subpart Kb is applicable to Volatile Organic Liquid (VOL) "storage vessels." Storage vessel means each tank, reservoir, or container used for the storage of volatile organic liquids
 - ii. VOL storage vessels does not include "process tanks."
 - iii. Process tank means a tank that is used within a process (including a solvent or raw material recovery process) to collect material discharged from a feedstock storage vessel or equipment within the process before the material is transferred to other equipment within the process, to a product or by-product storage vessel, or to a vessel used to store recovered solvent or raw material. Process tanks may be utilized in unit operations activities such as reactions, blending, surge control vessels and bottoms receivers.
- b. 40 CFR § 60.112b Standard for volatile organic compounds (VOC)
 - (1) The permittee must equip each fixed-roof storage vessel that is subject to this standard (vessels $\geq 39,890$ gallons that contain a VOL with maximum true vapor pressure of at least 0.75 psia but < 11.12 psia or vessels $\geq 19,813$ gallons but $< 39,890$ gallons and containing a VOL with maximum true vapor pressure of at least 4.0 psia but < 11.12 psia) as follows:
 - (i) Each storage vessel must have a fixed roof in combination with an internal floating roof meeting the following specifications:
 - (A) The internal floating roof shall rest or float on the liquid surface (but not necessarily in complete contact with it) inside a storage vessel that has a fixed roof. The internal floating roof shall be floating on the liquid surface at all times, except during initial fill and during those intervals when the storage vessel is completely emptied or subsequently emptied and refilled. When the

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roof is resting on the leg supports, the process of filling, emptying, or refilling shall be continuous and shall be accomplished as rapidly as possible.

- (B) Each internal floating roof shall be equipped with one of the following closure devices between the wall of the storage vessel and the edge of the internal floating roof:
- (i) A foam- or liquid-filled seal mounted in contact with the liquid (liquid-mounted seal). A liquid-mounted seal means a foam or liquid-filled seal mounted in contact with the liquid between the wall of the storage vessel and the floating roof continuously around the circumference of the tank.
 - (ii) Two seals mounted one above the other so that each forms a continuous closure that completely covers the space between the wall of the storage vessel and the edge of the internal floating roof. The lower seal may be vapor-mounted, but both must be continuous.
 - (iii) A mechanical shoe seal. A mechanical shoe seal is a metal sheet held vertically against the wall of the storage vessel by springs or weighted levers and is connected by braces to the floating roof. A flexible coated fabric (envelope) spans the annular space between the metal sheet and the floating roof.
- (C) Each opening in a non-contact internal floating roof except for automatic bleeder vents (vacuum breaker vents) and the rim space vents is to provide a projection below the liquid surface.
- (D) Each opening in the internal floating roof

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except for leg sleeves, automatic bleeder vents, rim space vents, column wells, ladder wells, sample wells, and stub drains is to be equipped with a cover or lid which is to be maintained in a closed position at all times (i.e., no visible gap) except when the device is in actual use. The cover or lid shall be equipped with a gasket. Covers on each access hatch and automatic gauge float well shall be bolted except when they are in use.

- (E) Automatic bleeder vents shall be equipped with a gasket and are to be closed at all times when the roof is floating except when the roof is being floated off or is being landed on the roof leg supports.
- (F) Rim space vents shall be equipped with a gasket and are to be set to open only when the internal floating roof is not floating or at the manufacturer's recommended setting.
- (G) Each penetration of the internal floating roof for the purpose of sampling shall be a sample well. The sample well shall have a slit fabric cover that covers at least 90 percent of the opening.
- (H) Each penetration of the internal floating roof that allows for passage of a column supporting the fixed roof shall have a flexible fabric sleeve seal or a gasketed sliding cover.
- (I) Each penetration of the internal floating roof that allows for passage of a ladder shall have a gasketed sliding cover.

3.4. NSPS Subpart VV
- Standards of
Performance for
Equipment Leaks
of VOC in the
Synthetic Organic

The permittee must comply with all applicable provisions and standards of 40 CFR Part 60, Subpart VV including but not limited to the following, (Note - refer to 40 CFR Subpart VV and/or Subpart A for definitions of terminology stated in this condition. The following summarizes the applicable requirements of Subpart VV, but is not intended to supersede the Subpart):

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Manufacturing
Industry

- a. 40 CFR § 60.482-1 Standards: General:
- i. The permittee must demonstrate compliance with the requirements of [§§60.482-1 through 60.482-10] for all equipment within 180 days of initial startup.
 - ii. Compliance with Conditions 3.4.a to 3.4.j [§§60.482-1 to 60.482-10] will be determined by review of records and reports, review of performance test results, and inspection using the methods and procedures specified in Condition 5.3.a §60.485.
 - iii. Equipment that is in vacuum service is excluded from the requirements of Conditions 3.4.b to 3.4.j [§§60.482-2 to 60.482-10] if it is identified as required in Condition 6.3.a.iv(5) [§60.486(e)(5)].
- b. 40 CFR § 60.482-2 Standards: Pumps in light liquid service:
- i. Each pump in light liquid service:
 - (1) shall be monitored monthly to detect leaks by the methods specified in Condition 5.3.a ii [§60.485(b)] except as provided in Condition 3.4.a.iii [§60.482-1(c)] and paragraphs iv, v, and vi of this section.
 - (2) shall be checked by visual inspection each calendar week for indications of liquids dripping from the pump seal.
 - ii. Leak detection:
 - (1) If an instrument reading of 10,000 ppm or greater is measured, a leak is detected.
 - (2) If there are indications of liquids dripping from the pump seal, a leak is detected.
 - iii. Leak repair:
 - (1) When a leak is detected, it shall be repaired as soon as practicable, but not later than 15 calendar days after it is detected, except as provided in

Condition 3.4.i [§60.482-9].

- (2) A first attempt at repair shall be made no later than 5 calendar days after each leak is detected.
- iv. Each pump equipped with a dual mechanical seal system that includes a barrier fluid system is exempt from the requirements of paragraph (1) above, provided the following requirements are met:
- (1) Each dual mechanical seal system is:
 - (A) Operated with the barrier fluid at a pressure that is at all times greater than the pump stuffing box pressure; or
 - (B) Equipment with a barrier fluid degassing reservoir that is routed to a process or fuel gas system or connected by a closed vent system to a control device that complies with the requirements of Condition 3.4.j [§60.482-10], or
 - (C) Equipped with a system that purges the barrier fluid into a process stream with zero VOC emissions to the atmosphere.
 - (2) The barrier fluid system is in heavy liquid service or is not in VOC service.
 - (3) Each barrier fluid system is equipped with a sensor that will detect failure of the seal system, the barrier fluid system, or both.
 - (4) Each pump is checked by visual inspection, each calendar week, for indications of liquids dripping from the pump seals.
 - (5) Each sensor as described in paragraph (3) above is:
 - (A) checked daily or is equipped with an audible alarm, and
 - (B) the permittee determines, based on design

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considerations and operating experience, a criterion that indicates failure of the seal system, the barrier fluid system, or both.

(6) Detected leaks:

(A) If there are indications of liquids dripping from the pump seal or the sensor indicates failure of the seal system, the barrier fluid system, or both based on the criterion determined in paragraph (5) (B) above, a leak is detected.

(B) When a leak is detected, it shall be repaired as soon as practicable, but not later than 15 calendar days after it is detected, except as provided in Condition 3.4.i [§60.482-9].

(C) A first attempt at repair shall be made no later than 5 calendar days after each leak is detected.

Any pump that is designated, as described in Conditions 6.3.a v(1) and 6.3.a v(2) [§60.486(e)(1) and (2)], for no detectable emission, as indicated by an instrument reading of less than 500 ppm above background, is exempt from the requirements of paragraphs i, iii, and iv of this section if the pump:

- (1) Has no externally actuated shaft penetrating the pump housing,
- (2) Is demonstrated to be operating with no detectable emissions as indicated by an instrument reading of less than 500 ppm above background as measured by the methods specified in Condition 5.3.a iii [§60.485(c)], and
- (3) Is tested for compliance with paragraph (2) of this section initially upon designation, annually, and at other times requested by the Administrator.

vi. If any pump is equipped with a closed vent system capable of capturing and transporting any leakage from the seal or seals to a process or to a fuel gas system or to a control device that complies with the

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requirements of Condition 3.4.j [§60.482-10], it is exempt from paragraphs i through v of this section.

vii. Any pump that is designated, as described in Condition 6.3.a.iv(1) [§60.486(f)(1)], as an unsafe-to-monitor pump is exempt from the monitoring and inspection requirements of paragraphs i and iv(4) through iv(6) of this section if:

- (1) The permittee demonstrates that the pump is unsafe-to-monitor because monitoring personnel would be exposed to an immediate danger as a consequence of complying with paragraph i of this section, and
- (2) The permittee has a written plan that requires monitoring of the pump as frequently as practicable during safe-to-monitor times but not more frequently than the periodic monitoring schedule otherwise applicable, and repair of the equipment according to the procedures in paragraph iii of this section if a leak is detected.

c. 40 CFR § 60.482-3 Standards: Compressors:

i. Each compressor shall be equipped with a seal system that includes a barrier fluid system and that prevents leakage of VOC to the atmosphere [except as provided in §60.482-1(c)], and paragraph viii and ix of this section:

ii. Each compressor seal system as required in paragraph i shall be:

- (1) Operated with the barrier fluid at a pressure that is greater than the compressor stuffing box pressure; or
- (2) Equipped with a barrier fluid system degassing reservoir that is routed to a process or fuel gas system or connected by a closed vent system to a control device that complies with the requirements of Condition 3.4.j [§60.482-10]; or
- (i) Equipped with a system that purges the barrier fluid into a process stream with zero VOC emissions to the atmosphere.

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- iii. The barrier fluid system shall be in heavy liquid service or shall not be in VOC service.
- iv. Each barrier fluid system as described in paragraph i shall be equipped with a sensor that will detect failure of the seal system, barrier fluid system, or both.
- v. Each sensor as required in paragraph iv:
 - (1) shall be checked daily or shall be equipped with an audible alarm.
 - (2) The permittee shall determine, based on design considerations and operating experience, a criterion that indicates failure of the seal system, the barrier fluid system, or both.
- vi. If the sensor indicates failure of the seal system, the barrier system, or both based on the criterion determined under paragraph v(2), a leak is detected.
- vii. When a leak is detected:
 - (1) it shall be repaired as soon as practicable, but not later than 15 calendar days after it is detected, except as provided in Condition 3.4.i [§60.482-9].
 - (2) A first attempt at repair shall be made no later than 5 calendar days after each leak is detected.
- viii. A compressor is exempt from the requirements of paragraphs i and ii of this section, if it is equipped with a closed vent system to capture and transport leakage from the compressor drive shaft back to a process or fuel gas system or to a control device that complies with the requirements of Condition 3.4.j [§60.482-10], except as provided in paragraph ix of this section.
- ix. Any compressor that is designated, as described in Conditions 6.3.a.iv(1) and (2) [§60.486(e)(1) and (2)], for no detectable emissions, as indicated by an instrument reading of less than 500 ppm above background, is exempt from the requirements of paragraphs i-ix if the compressor:
 - (1) is demonstrated to be operating with no detectable emissions, as indicated by an instrument reading of less than 500 ppm above background, as measured

by the methods specified in Condition 5.3.a.iii
[§60.485(c)]; and

- (2) Is tested for compliance with paragraph (1) of this section initially upon designation, annually, and at other times requested by the Administrator.

d. 40 CFR § 60.482-4 Standards: Pressure relief devices in gas/vapor service

- i. Except during pressure releases, each pressure relief device in gas/vapor service shall be operated with no detectable emissions, as indicated by an instrument reading of less than 500 ppm above background, as determined by the methods specified in Condition 5.3.a.iii [§60.485(c)].

ii. After each pressure release:

- (1) the pressure relief device shall be returned to a condition of no detectable emissions, as indicated by an instrument reading of less than 500 ppm above background, as soon as practicable, but no later than 5 calendar days after the pressure release, except as provided in Condition 3.4.i [§60.482-9].

- (2) No later than 5 calendar days after the pressure release, the pressure relief device shall be monitored to confirm the conditions of no detectable emissions, as indicated by an instrument reading of less than 500 ppm above background, by the methods specified in Condition 5.3.a.iii [§60.485(c)].

- iii. Any pressure relief device that is routed to a process or fuel gas system or equipped with a closed vent system capable of capturing and transporting leakage through the pressure relief device to a control device as described in Condition 3.4.j [§60.482-10] is exempted from the requirements of paragraphs i and ii of this section.

iv. Exemptions:

- (1) Any pressure relief device that is equipped with a rupture disk upstream of the pressure relief device is exempt from the requirements of paragraphs i

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and ii of this section, provided the permittee complies with the requirements in paragraph (2) of this section.

- (2) After each pressure release, a new rupture disk shall be installed upstream of the pressure relief device as soon as practicable, but no later than 5 calendar days after each pressure release, except as provided in Condition 3.4.i [§60.482-9].

e. **40 CFR § 60.482-5 Standards: Sampling connection systems**

i. Each sampling connection system shall be equipped with a closed-purged, closed-loop, or closed-vent system [except as provided in §60.482-1(c)]. Gases displaced during filling of the sample container are not required to be collected or captured.

ii. Each closed-purge, closed-loop, or closed-vent system as required in paragraph i of this section shall comply with the requirements specified in paragraphs (1) through (4) of this section:

(1) Return the purged process fluid directly to the process line; or

(2) Collect and recycle the purged process fluid to a process; or

(3) Be designed and operated to capture and transport all the purged process fluid to a control device that complies with the requirements of Condition 3.4.j [§60.482-10]; or

(4) Collect, store, and transport the purged process fluid to any of the following systems or facilities:

(A) A waste management unit as defined in 40 CFR 63.111, if the waste management unit is subject to, and operated in compliance with the provisions of 40 CFR part 63, subpart G, applicable to Group 1 wastewater streams;

(B) A treatment, storage, or disposal facility

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subject to regulation under 40 CFR part 262, 264, 265, or 266; or

(C) A facility permitted, licensed, or registered by a State to manage municipal or industrial solid waste, if the process fluids are not hazardous waste as defined in 40 CFR part 261.

iii. In situ sampling systems and sampling systems without purges are exempt from the requirements of paragraphs i and ii of this section.

f. **40 CFR §60.482-6. Standards: Open-ended valves or lines**

i. Each open-ended valve or line:

(1) shall be equipped with a cap, blind flange, plug, or a second valve [except as provided in §60.482-(c)];

(2) The cap, blind flange, plug, or second valve shall seal the open end at all times except during operations requiring process fluid flow through the open-ended valve or line.

ii. Each open-ended valve or line equipped with a second valve shall be operated in a manner such that the valve on the process fluid end is closed before the second valve is closed.

iii. When a double block-and-bleed system is being used, the bleed valve or line may remain open during operations that require venting the line between the block valves but shall comply with paragraph i at all other times.

iv. Open-ended valves or lines in an emergency shutdown system which are designed to open automatically in the event of a process upset are exempt from the requirements of paragraphs i, ii, and iii of this section.

v. Open-ended valves or lines containing materials which would autocatalytically polymerize or would present an explosion, serious overpressure, or other safety hazard if capped or equipped with a double block and bleed system as specified in paragraphs i through iii of this section are exempt from the requirements of paragraphs i through iii of this section.

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- g. 40 CFR §60.482-7 Standards: Valves in gas/vapor service and in light liquid service
- i. Each valve shall be monitored monthly to detect leaks by the methods specified in Condition 5.3.a.ii [§60.485(b)] and shall comply with paragraphs ii through v, except as provided in paragraphs vi, vii, and viii, Conditions 3.4.k and l [§60.483-1, 2], and as provided in Condition 3.4.a.iii [§60.482-1(c)].
 - ii. If an instrument reading of 10,000 ppm or greater is measured, a leak is detected.
 - iii. Leak detection frequency:
 - (1) Any valve for which a leak is not detected for 2 successive months may be monitored the first month of every quarter, beginning with the next quarter, until a leak is detected.
 - (2) If a leak is detected, the valve shall be monitored monthly until a leak is not detected for 2 successive months.
 - iv. When a leak is detected:
 - (1) it shall be repaired as soon as practicable, but no later than 15 calendar days after the leak is detected, except as provided in Condition 3.4.i [§60.482-9].
 - (2) A first attempt at repair shall be made no later than 5 calendar days after each leak is detected.
First attempts at repair include, but are not limited to, the following best practices where practicable:
 - (1) Tightening of bonnet bolts;
 - (2) Replacement of bonnet bolts;
 - (3) Tightening of packing gland nuts;
 - (4) Injection of lubricant into lubricated packing.
 - vi. Any valve that is designated, as described in Condition 6.3.a.iv(2) [§60.486(e)(2)], for no detectable emissions, as indicated by an instrument reading of

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less than 500 ppm above background, is exempt from the requirements of paragraph i of this section if the valve:

- (1) Has no external actuating mechanism in contact with the process fluid,
- (2) Is operated with emissions less than 500 ppm above background as determined by the method specified in Condition 5.3.a.iii [§60.485(c)], and
- (3) Is tested for compliance with paragraph (2) of this section initially upon designation, annually, and at other times requested by the Administrator.

vii. Any valve that is designated, as described in Condition 6.3.a.v(1) [§60.486(f)(1)], as an unsafe-to-monitor valve, is exempt from the requirements of paragraph i if:

- (1) The permittee demonstrates that the valve is unsafe to monitor because monitoring personnel would be exposed to an immediate danger as a consequence of complying with paragraph i, and
- (2) The permittee adheres to a written plan that requires monitoring of the valve as frequently as practicable during safe-to-monitor times.

viii. Any valve that is designated, as described in Condition 6.3.a.v(2) [§60.486(f)(2)], as a difficult-to-monitor valve, is exempt from the requirements of paragraph i if:

- (1) The permittee demonstrates that the valve cannot be monitored without elevating the monitoring personnel more than 2 meters above a support surface
- (2) The permittee designates less than 3.0 percent of the total number of valves as difficult-to-monitor, and
- (3) The permittee follows a written plan that requires monitoring of the valve at least once per calendar

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year.

h. **40 CFR § 60.482-8 Standards: Pumps and valves in heavy liquid service, pressure relief devices in light liquid or heavy liquid service, and connectors**

i. If evidence of a potential leak is found by visual, audible, olfactory, or any other detection method at pumps and valves in heavy liquid service, pressure relief devices in light liquid or heavy liquid service, and connectors, the permittee shall follow either one of the following procedures:

(1) The permittee shall monitor the equipment within 5 days by the method specified in [§60.485(b)] and shall comply with the requirements of paragraphs (b) through (d) of this section.

(2) The permittee shall eliminate the visual, audible, olfactory, or other indication of a potential leak.

ii. If an instrument reading of 10,000 ppm or greater is measured, a leak is detected.

iii. When a leak is detected:

(1) it shall be repaired as soon as practicable, but not later than 15 calendar days after it is detected, except as provided in Condition 3.4.i [§60.482-9].

(2) The first attempt at repair shall be made no later than 5 calendar days after each leak is detected.

iv. First attempts at repair include, but are not limited to, the best practices described under Condition 3.4.g.v.

40 CFR § 60.482-9 Standards: Delay of repair

i. Delay of repair of equipment for which leaks have been detected will be allowed if repair within 15 days is technically infeasible without a process unit shutdown. Repair of this equipment shall occur before the end of the next process unit shutdown.

ii. Delay of repair of equipment will be allowed for equipment which is isolated from the process and which does not remain in VOC service.

iii. Delay of repair for valves will be allowed if:

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- (1) The permittee demonstrates that emissions of purged material resulting from immediate repair are greater than the fugitive emissions likely to result from delay of repair, and
- (2) When repair procedures are effected, the purged material is collected and destroyed or recovered in a control device complying with Condition 3.4] [§60.482-10].
- iv. Delay of repair for pumps will be allowed if:
- (1) Repair requires the use of a dual mechanical seal system that includes a barrier fluid system, and
- (2) Repair is completed as soon as practicable, but not later than 6 months after the leak was detected.
- v. Delay of repair beyond a process unit shutdown will be allowed for a valve, if valve assembly replacement is necessary during the process unit shutdown, valve assembly supplies have been depleted, and valve assembly supplies had been sufficiently stocked before the supplies were depleted. Delay of repair beyond the next process unit shutdown will not be allowed unless the next process unit shutdown occurs sooner than 6 months after the first process unit shutdown.
- j. **40 CFR § 60.482-10 Standards: Closed vent systems and control devices.**
- i. The permittee must comply with the provisions of this section for all closed vent systems and control devices used to comply with provisions of this subpart.
- ii. Vapor recovery systems (for example, condensers and absorbers) shall be designed and operated to recover the VOC emissions vented to them with an efficiency of 95 percent or greater, or to an exit concentration of 20 parts per million by volume, whichever is less stringent.
- iii. Enclosed combustion devices shall be designed and operated to reduce the VOC emissions vented to them with an efficiency of 95 percent or greater, or to an exit concentration of 20 parts per million by volume, on a dry basis, corrected to 3 percent oxygen,

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whichever is less stringent or to provide a minimum residence time of 0.75 seconds at a minimum temperature of 816 °C.

- iv. Flares used to comply with this subpart shall comply with the requirements of §60.18.
- v. Owners or operators of control devices used to comply with the provisions of this subpart shall monitor these control devices to ensure that they are operated and maintained in conformance with their designs.
- vi. Except as provided in paragraphs vii through ix of this section, each closed vent system shall be inspected according to the procedures and schedule specified in paragraphs (1) and (2) below:
 - (1) If the vapor collection system or closed vent system is constructed of hard-piping, the owner or operator shall comply with the requirements specified in paragraphs (A) and (B) below:
 - (A) Conduct an initial inspection according to the procedures in [§60.485(b)]; and
 - (B) Conduct annual visual inspections for visible, audible, or olfactory indications of leaks.
 - (2) If the vapor collection system or closed vent system is constructed of ductwork, the owner or operator shall:
 - (A) Conduct an initial inspection according to the procedures in [§60.485(b)]; and
 - (B) Conduct annual inspections according to the procedures in [§60.485(b)].
- vii. Leaks, as indicated by an instrument reading greater than 500 parts per million by volume above background or by visual inspections, shall be repaired as soon as practicable except as provided in paragraph viii of this section.
 - (1) A first attempt at repair shall be made no later than 5 calendar days after the leak is detected.

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- (2) Repair shall be completed no later than 15 calendar days after the leak is detected.
- viii. Delay of repair of a closed vent system for which leaks have been detected is allowed if the repair is technically infeasible without a process unit shutdown or if the owner or operator determines that emissions resulting from immediate repair would be greater than the fugitive emissions likely to result from delay of repair. Repair of such equipment shall be complete by the end of the next process unit shutdown.
- ix. If a vapor collection system or closed vent system is operated under a vacuum, it is exempt from the inspection requirements of paragraphs vi(1) (A) and vi(2) of this section.
- x. Any parts of the closed vent system that are designated, as described in paragraph xii(1) of this section, as unsafe to inspect are exempt from the inspection requirements of paragraphs vi(1) (A) and vi(2) of this section if they comply with the requirements specified in paragraphs (1) and (2) of this section.
- (1) The owner or operator determines that the equipment is unsafe to inspect because inspecting personnel would be exposed to an imminent or potential danger as a consequence of complying with paragraphs vi(1) (A) or vi(2) of this section, and
- (2) The owner or operator has a written plan that requires inspection of the equipment as frequently as practicable during safe-to-inspect times.
- xi. Any parts of the closed vent system that are designated, as described in paragraph xii(2) of this section, as difficult to inspect are exempt from the inspection requirements of paragraphs vi(1) (A) and vi(2) of this section if they comply with the requirements specified in paragraphs (1) through (3) below:
- (1) The permittee determines that the equipment cannot be inspected without elevating the

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- inspecting personnel more than 2 meters above a support surface; and
- (2) The process unit within which the closed vent system is located becomes an affected facility through §§60.14 or 60.15, or the owner or operator designates less than 3.0 percent of the total number of closed vent system equipment as difficult to inspect; and
 - (3) The permittee has a written plan that requires inspection of the equipment at least once every 5 years. A closed vent system is exempt from inspection if it is operated under a vacuum.
- xii. The permittee shall record the information specified in paragraphs (1) through (5) of this section:
- (1) Identification of all parts of the closed vent system that are designated as difficult to inspect, an explanation of why the equipment is difficult to inspect, and the plan for inspecting the equipment.
 - (2) For each inspection during which a leak is detected, a record of the information specified in [§60.486(c)].
 - (3) For each inspection conducted in accordance with [§60.485(b)] during which no leaks are detected, a record that the inspection was performed, the date of the inspection, and a statement that no leaks were detected.
 - (4) For each visual inspection conducted in accordance with paragraph vi(1) (B) of this section during which no leaks are detected, a record that the inspection was performed, the date of the inspection, and a statement that no leaks were detected.
 - (5) Identification of all parts of the closed vent system that are designated as unsafe to inspect, an explanation of why the equipment is unsafe to inspect, and the plan for inspecting the equipment.

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xiii. Closed vent systems and control devices used to comply with provisions of this subpart shall be operated at all times when emissions may be vented to them.

k. **40 CFR § 60.483-1 Alternative standards for valves—allowable percentage of valves leaking**

i. An owner or operator may elect to comply with an allowable percentage of valves leaking of equal to or less than 2.0 percent.

ii. The following requirements shall be met if an owner or operator wishes to comply with an allowable percentage of valves leaking:

(1) An owner or operator must notify the Administrator that the owner or operator has elected to comply with the allowable percentage of valves leaking before implementing this alternative standard, as specified in §60.487(d).

(2) A performance test as specified in paragraph (c) of this section shall be conducted initially upon designation, annually, and at other times requested by the Administrator.

(3) If a valve leak is detected, it shall be repaired in accordance with Conditions g.iv and g.v [§60.487(d) and (e)].

iii. Performance tests shall be conducted in the following manner:

(1) All valves in gas/vapor and light liquid service within the affected facility shall be monitored within 1 week by the methods specified in [§60.485(b)].

(2) If an instrument reading of 10,000 ppm or greater is measured, a leak is detected.

(3) The leak percentage shall be determined by dividing the number of valves for which leaks are detected by the number of valves in gas/vapor and light liquid service within the affected facility.

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iv. Owners and operators who elect to comply with this alternative standard shall not have an affected facility with a leak percentage greater than 2.0 percent.

1. ~~40 CFR § 60.483-2 Alternative standards for valves—
skip period leak detection and repair~~

i. The permittee may elect:

- (1) to comply with one of the alternative work practices specified in paragraphs ii(2) and ii(3) below.
- (2) An owner or operator must notify the Administrator before implementing one of the alternative work practices, as specified in [§60.487(d)]

ii. The permittee must:

- (1) comply initially with the requirements for valves in gas/vapor service and valves in light liquid service, as described in Condition 3.4.g [§60.482-7].
- (2) After 2 consecutive quarterly leak detection periods with the percent of valves leaking equal to or less than 2.0, an owner or operator may begin to skip 1 of the quarterly leak detection periods for the valves in gas/vapor and light liquid service.
- (3) After 5 consecutive quarterly leak detection periods with the percent of valves leaking equal to or less than 2.0, an owner or operator may begin to skip 3 of the quarterly leak detection periods for the valves in gas/vapor and light liquid service.
- (4) If the percent of valves leaking is greater than 2.0, the owner or operator shall comply with the requirements as described in Condition 3.4.g [§60.482-7] but can again elect to use this section.
- (5) The percent of valves leaking shall be determined by dividing the sum of valves found leaking during current monitoring and valves for which repair has been delayed by the total number of valves subject

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to the requirements of this section.

- (6) An owner or operator must keep a record of the percent of valves found leaking during each leak detection period.

m. 40 CFR § 60.484 Equivalence of means of emission limitation

- i. Each owner or operator subject to the provisions of this subpart may apply to the Administrator for determination of equivalence for any means of emission limitation that achieves a reduction in emissions of VOC at least equivalent to the reduction in emissions of VOC achieved by the controls required in this subpart.

- ii. Determination of equivalence to the equipment, design, and operational requirements of this subpart will be evaluated by the following guidelines:

- (1) Each owner or operator applying for an equivalence determination shall be responsible for collecting and verifying test data to demonstrate equivalence of means of emission limitation.

- (2) The Administrator will compare test data for the means of emission limitation to test data for the equipment, design, and operational requirements.

- (3) The Administrator may condition the approval of equivalence on requirements that may be necessary to assure operation and maintenance to achieve the same emission reduction as the equipment, design, and operational requirements.

Determination of equivalence to the required work practices in this subpart will be evaluated by the following guidelines:

- (1) Each owner or operator applying for a determination of equivalence shall be responsible for collecting and verifying test data to demonstrate equivalence of an equivalent means of emission limitation.

- (2) For each affected facility for which a

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determination of equivalence is requested, the emission reduction achieved by the required work practice shall be demonstrated.

- (3) For each affected facility, for which a determination of equivalence is requested, the emission reduction achieved by the equivalent means of emission limitation shall be demonstrated.
- (4) Each owner or operator applying for a determination of equivalence shall commit in writing to work practice(s) that provide for emission reductions equal to or greater than the emission reductions achieved by the required work practice.
- (5) The Administrator will compare the demonstrated emission reduction for the equivalent means of emission limitation to the demonstrated emission reduction for the required work practices and will consider the commitment in paragraph (4).
- (6) The Administrator may condition the approval of equivalence on requirements that may be necessary to assure operation and maintenance to achieve the same emission reduction as the required work practice.

iv. An owner or operator may offer a unique approach to demonstrate the equivalence of any equivalent means of emission limitation.

v. Following a request for determination of equivalence.

- (1) the Administrator will publish a notice in the Federal Register and provide the opportunity for public hearing if the Administrator judges that the request may be approved.
- (2) After notice and opportunity for public hearing, the Administrator will determine the equivalence of a means of emission limitation and will publish the determination in the Federal Register.
- (3) Any equivalent means of emission limitations

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approved under this section shall constitute a required work practice, equipment, design, or operational standard within the meaning of section 111(h)(1) of the Clean Air Act.

- vi. Manufacturers of equipment used to control equipment leaks of VOC:
 - (1) may apply to the Administrator for determination of equivalence for any equivalent means of emission limitation that achieves a reduction in emissions of VOC achieved by the equipment, design, and operational requirements of this subpart.
 - (2) The Administrator will make an equivalence determination according to the provisions of paragraphs (b), (c), (d), and (e) of this section.

4.0 PLANT SITE EMISSION LIMITS

4.1. Plant Site Emission Limits (PSEL) Plant site emissions must not exceed the following:

| Pollutant | Limit | Units |
|-------------------|-------|---------------|
| PM | 99 | tons per year |
| PM _{2.5} | 99 | tons per year |
| SO ₂ | 39 | tons per year |
| NO _x | 99 | tons per year |
| CO | 99 | tons per year |
| VOC | 90 | tons per year |
| Single HAP | 9 | tons per year |

4.2. Emission Limitation Period The plant site emissions limits apply to any 12-consecutive calendar month period.

5.0 COMPLIANCE DEMONSTRATION

5.1. NSPS Subpart Dc There are no applicable testing requirements for Subpart Dc

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- Testing Requirements
- affected facilities that are fired exclusively with natural gas.
- 5.2. NSPS Subpart Kb Testing Requirements
- The permittee must perform testing of each storage tank subject to Subpart Kb in accordance with 40 CFR §60.113b.
- a. § 60.113b Testing and procedures.
- i. After installing the control equipment required to meet Condition 3.3.b.i(1) of the permit [§60.112b(a)(1)] (permanently affixed roof and internal floating roof), the permittee must:
- (1) Visually inspect the internal floating roof, the primary seal, and the secondary seal (if one is in service) prior to filling the storage vessel with VOL. If there are holes, tears, or other openings in the primary seal, the secondary seal, or the seal fabric or defects in the internal floating roof, or both, the owner or operator shall repair the items before filling the storage vessel.
 - (2) For Vessels equipped with a liquid-mounted or mechanical shoe primary seal, visually inspect the internal floating roof and the primary seal or the secondary seal (if one is in service) through manholes and roof hatches on the fixed roof at least once every 12 months after initial fill. If the internal floating roof is not resting on the surface of the VOL inside the storage vessel, or there is liquid accumulated on the roof, or the seal is detached, or there are holes or tears in the seal fabric, the owner or operator shall repair the items or empty and remove the storage vessel from service within 45 days. If a failure that is detected during inspections required in this paragraph cannot be repaired within 45 days and if the vessel cannot be emptied within 45 days, a 30-day extension may be requested from the Administrator in the inspection report required in Condition 7.4.a of the permit [40 CFR §60.115b(a)(3)]. Such a request for an extension must document that alternate storage capacity is unavailable and specify a schedule of actions the company will take that will assure that the control equipment will be repaired or the vessel

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will be emptied as soon as possible.

- (3) For vessels equipped with a double-seal system as specified in Condition 3.3.b.i(1) (B) (ii) of the permit [360.112b(a)(1)(ii)(B)]:

(A) Visually inspect the vessel as specified in paragraph (4) of this section at least every 5 years, or

(B) Visually inspect the vessel as specified in paragraph (2) of this section.

- (4) Visually inspect the internal floating roof, the primary seal, the secondary seal (if one is in service), gaskets, slatted membranes and sleeve seals (if any) each time the storage vessel is emptied and degassed. If the internal floating roof has defects, the primary seal has holes, tears, or other openings in the seal or the seal fabric, or the secondary seal has holes, tears, or other openings in the seal or the seal fabric, or the gaskets no longer close off the liquid surfaces from the atmosphere, or the slatted membrane has more than 10 percent open area, the owner or operator shall repair the items as necessary so that none of the conditions specified in this paragraph exist before refilling the storage vessel with VOL. In no event shall inspections conducted in accordance with this provision occur at intervals greater than 10 years in the case of vessels conducting the annual visual inspection as specified in paragraphs (2) and (3) (B) of this section and at intervals no greater than 5 years in the case of vessels specified in paragraph (3) (A) of this section.

- (5) Notify the Administrator in writing at least 30 days prior to the filling or refilling of each storage vessel for which an inspection is required by paragraphs (1) and (4) of this section to afford the Administrator the opportunity to have an observer present. If the inspection required by paragraph (4) of this section is not planned and the owner or operator

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could not have known about the inspection 30 days in advance or refilling the tank, the owner or operator shall notify the Administrator at least 7 days prior to the refilling of the storage vessel. Notification shall be made by telephone immediately followed by written documentation demonstrating why the inspection was unplanned. Alternatively, this notification including the written documentation may be made in writing and sent by express mail so that it is received by the Administrator at least 7 days prior to the refilling.

5.3. NSPS Subpart VV
Testing
Requirements

The permittee must perform testing in accordance with the provisions of 40 CFR § 60.485.

a. § 60.485 Test methods and procedures

- i. In conducting the performance tests required in Subpart A §60.8, the owner or operator shall use as reference methods and procedures the test methods in appendix A of this part or other methods and procedures as specified in this section, except as provided in §60.3(b).
- ii. The owner or operator shall determine compliance with the standards in Conditions 3.4.a - j, 3.4.k - l, and 3.4.m [§§60.482, 60.483, and 60.484] as follows:
 - (1) Method 21 shall be used to determine the presence of leaking sources. The instrument shall be calibrated before use each day of its use by the procedures specified in Method 21. The following calibration gases shall be used:
 - (A) Zero air (less than 10 ppm of hydrocarbon in air); and
 - (B) A mixture of methane or n-hexane and air at a concentration of about, but less than, 10,000 ppm methane or n-hexane.
- iii. The permittee shall determine compliance with the no detectable emission standards in Conditions 3.4.b.v, 3.4.c.ix, 3.4.d, 3.4.g.vi, and 3.4.j.v [§§60.482-2(e).

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60.482-3(i), 60.482-4, 60.482-7(f), and 60.482-10(e)]
as follows:

- (1) The requirements of paragraph ii above shall apply.
 - (2) Method 21 shall be used to determine the background level. All potential leak interfaces shall be traversed as close to the interface as possible. The arithmetic difference between the maximum concentration indicated by the instrument and the background level is compared with 500 ppm for determining compliance.
- iv. The permittee shall test each piece of equipment unless he demonstrates that a process unit is not in VOC service, i.e., that the VOC content would never be reasonably expected to exceed 10 percent by weight. For purposes of this demonstration, the following methods and procedures shall be used:
- (1) Procedures that conform to the general methods in ASTM E260-73, 91, or 96, E168-67, 77, or 92, E169-63, 77, or 93 (incorporated by reference - see §60.17) shall be used to determine the percent VOC content in the process fluid that is contained in or contacts a piece of equipment.
 - (2) Organic compounds that are considered by the Administrator to have negligible photochemical reactivity may be excluded from the total quantity of organic compounds in determining the VOC content of the process fluid.
 - (3) Engineering judgment may be used to estimate the VOC content, if a piece of equipment had not been shown previously to be in service. If the Administrator disagrees with the judgment, paragraphs (1) and (2) of this section shall be used to resolve the disagreement.
- v. The permittee shall demonstrate that an equipment is in light liquid service by showing that all the following conditions apply.

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- (1) The vapor pressure of one or more of the components is greater than 0.3 kPa at 20 °C (1.2 in. H₂O at 68 °F). Standard reference texts or ASTM D2879-83, 96, or 97 (incorporated by reference—see §60.17) shall be used to determine the vapor pressures.
 - (2) The total concentration of the pure components having a vapor pressure greater than 0.3 kPa at 20 °C (1.2 in. H₂O at 68 °F) is equal to or greater than 20 percent by weight.
 - (3) The fluid is a liquid at operating conditions.
- vi. Samples used in conjunction with paragraphs iv, v, and vii of this section shall be representative of the process fluid that is contained in or contacts the equipment or the gas being combusted in the flare.
- vii. The permittee shall determine compliance with the standards for the Product Loadout Flare as follows:
- (1) Method 22 shall be used to determine visible emissions.
 - (2) A thermocouple or any other equivalent device shall be used to monitor the presence of a pilot flame in the flare.
 - (3) The maximum permitted velocity for air assisted flares shall be computed using the following equation:

$$V_{max} = K_1 + K_2 H_T$$

Where:

V_{max} = Maximum permitted velocity, m/sec (ft./sec)

H_T = Net heating value of the gas being combusted, MJ/scm (Btu/scf).

K_1 = 8.706 m/sec (metric units)

= 28.56 ft/sec (English units)

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$$K_2 = 0.7084 \text{ m}^4 / (\text{MJ-sec}) \text{ (metric units)}$$
$$= 0.087 \text{ ft}^4 / (\text{Btu-sec}) \text{ (English units)}$$

- (4) The net heating value (HT) of the gas being combusted in a flare shall be computed using the following equation:

$$H_T = K \sum_{i=1}^n C_i H_i$$

Where

K = Conversion constant, 1.740×10^7 (g-mole)(MJ)/(ppm-sec-kcal) (metric units)

1.674×10^8 [(g-mole)(Btu)/(ppm-sec-kcal)] (English units)

C_i = Concentration of sample component "i," ppm

H_i = net heat of combustion of sample component "i" at 25 °C and 760 mm Hg (77 °F and 14.7 psi), kcal/g-mole

- (5) Method 18 and ASTM D2504-67, 77, or 88 (Reapproved 1993) (incorporated by reference -- see §60.17) shall be used to determine the concentration of sample component "i."
- (6) ASTM D2382-76 or 88 or D4809-95 (incorporated by reference -- see §60.17) shall be used to determine the net heat of combustion of component "i" if published values are not available or cannot be calculated.
- (7) Method 2, 2A, 2C, or 2D, as appropriate, shall be used to determine the actual exit velocity of a flare. If needed, the unobstructed (free) cross-sectional area of the flare tip shall be used.

5.4. Source Testing Requirements

The permittee must perform the following source tests within 60 days of achieving the maximum production rate at which the facility will be operated, but not later than 180 days after initial

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startup, unless an extension is approved by the Department:

a. The permittee must conduct a source test of both Grain Receiving baghouse stacks (EP01 & EP02) to demonstrate that their particulate (PM) emissions are in compliance with Condition 1.2.b and to verify emission factors used to determine compliance with the PSELs of Condition 4.1. Exhaust gas from the baghouse stack is to be tested for PM;

i. The following parameters must be monitored and recorded during the source test:

- (1) Opacity readings on the exhaust stack following the procedures of EPA Method 9;
- (2) quantity of grain received and rate in tons/hr;
- (3) pressure drop across the baghouse;
- (4) grain loading in gr/dscf;
- (5) report emission rate in lbs/hr and lbs/ton of grain received.

b. The permittee must conduct a source test of the Fermentation (CO₂) Vent Scrubber stack (EP14) exhaust gas to verify emission factors used to determine compliance with the PSELs of Condition 4.1. Exhaust gas at the inlet and the outlet of the scrubber is to be tested for VOC emissions. Outlet gasses must also be tested for acetaldehyde emissions.

i. The following parameters must be monitored and recorded during the source test:

- (1) Quantity of mash charged to the fermentation tanks;
- (2) the pressure drop across the scrubber;
- (3) flow rate of scrubber water;
- (4) temperature of scrubber water;
- (5) beer production rate of fermentation process in gal/hr;
- (6) 200 proof ethanol production rate of the process in gal/hr;
- (7) the source test report must provide a calculation of the scrubber's emission control efficiency and identify the mass emission rate measured during the test

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- expressed lbs/hr and in lbs/10³ gallons EtOH produced.
- (8) the source test report must provide a calculation of the mass emission rate of acetaldehyde measured during the test expressed lbs/hr and in lbs/10³ gallons EtOH produced.
- c. The permittee must conduct a source test of the Distillation Vent Scrubber stack (EP13) exhaust gas to verify emission factors used to determine compliance with the PSEs of Condition 4.1. Exhaust gas at the inlet and the outlet of the scrubber is to be tested for VOC emissions. Outlet gasses must also be tested for acetaldehyde emissions.
- i. The following parameters must be monitored and recorded during the source test:
- (1) Quantity of beer distilled;
 - (2) the pressure drop across the scrubber;
 - (3) flow rate of scrubber water;
 - (4) temperature of scrubber water;
 - (5) ethanol production rate of distillation process in gal/hr;
 - (6) 200 proof ethanol production rate of the process in gal/hr;
 - (7) the source test report must provide a calculation of the scrubber's emission control efficiency and identify the mass emission rate measured during the test expressed lbs/hr and in lbs/10³ gallons EtOH produced.
 - (8) the source test report must provide a calculation of the mass emission rate of acetaldehyde measured during the test expressed lbs/hr and in lbs/10³ gallons EtOH produced.
- d. The permittee must conduct a source test of the exhaust gas of each DDGS Dryer/regenerative thermal oxidizer (EP19 & EP20) to demonstrate that their particulate (PM) emissions are in compliance with Condition 1.2 b and to verify emission factors used to determine compliance with the PSEs of Condition 4.1. Stack exhaust emissions must be tested for PM, NO_x, CO and VOC emissions. Outlet:

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gasses must also be tested for acetaldehyde emissions.

- i. During the source test the following parameters must be monitored and recorded:
- (1) ethanol production rate in gal/hr;
 - (2) DDGS production rate in tons/hr;
 - (3) DDGS dryer operating temperature;
 - (4) Opacity readings on the exhaust stack following the procedures of EPA Method 9;
 - (5) VOC concentration must be tested at the inlet and outlet of the control device;
 - (6) the test report must provide a calculation of the VOC destruction efficiency;
 - (7) concentrations and emission rates of PM, NO_x, CO and VOCs; with pollutant mass emission rates expressed as lbs/hour and lbs/ton DDGS produced;
 - (8) the source test report must provide a calculation of the mass emission rate of acetaldehyde measured during the test expressed as lbs/hr and in lbs/ton DDGS produced

The permittee must conduct a performance test for the Rail and Truck Product Loadout Flare (EP21) as specified in Conditions 3.1.b.iii, 5.3.a.vi and 5.3.a.vii.

The permittee must conduct a source test of the Barge Product Loadout VRU (EP22) stack exhaust gas to verify emission factors used to determine compliance with the PSEs of Condition 4.1. Stack exhaust emissions must be tested for VOC emissions.

During the source test the following parameters must be monitored and recorded:

- (1) ethanol loading rate in gal/hr;
- (2) carbon bed cycle time.
- (3) VOC concentration must be tested at the inlet and outlet of the control device;
- (4) the source test report must provide a calculation of the system's VOC destruction efficiency;
- (5) concentration and emission rate of VOCs with pollutant mass emission rates

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expressed as lbs/hour and lbs/10³ gallons loaded.

- g. The permittee must conduct a source test of stack exhaust gas of one of the four Utility Boilers (EP23, 24, 25, or 26) to verify emission factors used to determine compliance with the PSELS of Condition 4.1. Stack exhaust emissions must be tested for NO_x and CO emissions.
- i. During the source test the following parameters must be monitored and recorded:
- (1) Boiler steaming rate in lbs steam/hour;
 - (2) ft³ natural gas combusted;
 - (3) opacity readings on the exhaust stack following the procedures of EPA Method 9;
 - (4) concentrations and emission rates of NO_x and CO; with pollutant mass emission rates expressed as lbs/hour and lbs/MMft³ natural gas combusted.
- h. A pretest plan for each of the source tests identified above must be submitted for approval to the Department's Source Test Coordinator at the ODEQ Northwest Regional Office (ODEQ Northwest Region, 2020 SW 4th Avenue, Suite 400, Portland, OR 97201), at least 15 days prior to testing. The reference test methods identified in the table below are to be utilized in the source tests identified above. A test method modification/variance or substitution of an alternative test method may be approved or required by the Department's Source Test Coordinator. All tests must be conducted in accordance with the Department's Source Sampling Manual and with the pretest plan.

| Tested Pollutant | Reference Test Method* |
|------------------|--|
| PM | EPA Method 5 Oregon Method 5 or 8 (high vol) |
| NO _x | EPA Method 7E |
| CO | EPA Method 10 Note: Method 10 shall be modified to include improved quality assurance procedures of Method 6C - contact Department's Source Test Coordinator for details. |
| VOC | EPA Method 18, 25 or 25A (Method 18 based on NCASI Method CI/WP-98 01) |

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| | |
|---------|--|
| | • Method must be optimized/calibrated to ethanol |
| Opacity | EPA Method 9 |

*Substitution of alternative test methods must be pre-approved by the Department.

- i. Only regular operating staff may adjust the subject production process, combustion system and/or emission control device during the source test and within two hours prior to the source test. Any operating adjustments made during the source test, which are a result of consultation with source testing personnel, equipment vendors or consultants, may render the source test invalid.
- j. Test data and results must be submitted to the Source Test Coordinator for review within 45 days after testing unless an alternate submission date or extension is approved by the Department.

5.5. PSEL Compliance Monitoring

Compliance with the PSEL is determined for each 12-consecutive calendar month period based on the following calculation for each pollutant:

$$E = \frac{\sum(EF \times P)}{2000 \text{ lbs}}$$

where:

- P = pollutant emissions (ton/yr);
- EF = pollutant emission factor (see Condition 11.0),
- P = process production (see Condition 11.0)

5.6. Emission Factors

The permittee must use the default emission factors provided in Condition 11.0 for calculating pollutant emissions unless alternative emission factors are approved by the Department. The permittee may request or the Department may require using alternative emission factors provided they are based on actual test data or other approved documentation (e.g., AP-42 compilation of emission factors).

6.0 MONITORING/RECORDKEEPING REQUIREMENTS

6.1. NSPS Subpart Dc

The permittee must comply with all applicable monitoring and recordkeeping requirements of 40 CFR Subpart Dc

- a. Submit notification of the date of construction or reconstruction and actual startup, as required by §60.7 of

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Subpart A. This notification shall include:

- i. The design heat input capacity of the affected facility and identification of fuels to be combusted in the affected facility.
 - ii. If applicable, a copy of any federally enforceable requirement that limits the annual capacity factor for any fuel or mixture of fuels under §60.42c or §60.43c.
 - iii. The annual capacity factor at which the permittee anticipates operating the affected facility based on all fuels fired and based on each individual fuel fired.
- b. Fuel certification records (performed monthly)
- i. The name of the supplier of the fuel;
 - ii. The potential sulfur emissions rate of the fuel in mg/L heat input; and
 - iii. The method used to determine the potential sulfur emissions rate of the fuel.
- c. Fuel use record keeping:
- i. The permittee must record and maintain records of the amount of natural gas combusted during each calendar month for each NSPS Dc subject boiler, or
 - ii. As an alternative to meeting the requirements of paragraph 6.1.c.i of this section, the permittee may elect to record and maintain records of the total amount of natural gas delivered to the facility (as a whole) during each calendar month.

6.2. NSPS Subpart Kb The permittee must comply with all applicable monitoring and recordkeeping requirements of 40 CFR Subpart Kb (see § 60.116b Monitoring of operations and § 60.115b Reporting and recordkeeping requirements):

- a. The permittee must keep readily accessible records showing the dimensions of each Subpart Kb subject storage vessel and an analysis showing the capacity of the storage vessel. These records must be kept for the life of the respective source.
- b. For each Subpart Kb subject storage vessel, either with a

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design capacity greater than or equal to 39,890 gallons storing a liquid with a maximum true vapor pressure greater than or equal to 0.5 psi or with a design capacity greater than or equal to 19,813 gallons but less than 39,890 gallons storing a liquid with a maximum true vapor pressure greater than or equal to 2.2 psi, the permittee must maintain a record of the VOL stored, the period of storage, and the maximum true vapor pressure of that VOL during the respective storage period.

c. Available data on the storage temperature may be used to determine the maximum true vapor pressure as determined below.

i. For vessels operated at ambient temperatures, the maximum true vapor pressure is calculated based upon the maximum local monthly average ambient temperature as reported by the National Weather Service.

ii. For refined petroleum products the vapor pressure may be obtained by the following:

(1) Available data on the Reid vapor pressure and the maximum expected storage temperature based on the highest expected calendar-month average temperature of the stored product may be used to determine the maximum true vapor pressure from nomographs contained in API Bulletin 2517 (incorporated by reference—see §60.17), unless the Administrator specifically requests that the liquid be sampled, the actual storage temperature determined, and the Reid vapor pressure determined from the sample(s).

(2) The true vapor pressure of each type of crude oil with a Reid vapor pressure less than 13.8 kPa or with physical properties that preclude determination by the recommended method is to be determined from available data and recorded if the estimated maximum true vapor pressure is greater than 3.5 kPa.

iii. For non-petroleum liquids, the vapor pressure:

(1) May be obtained from standard reference texts, or

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- (2) Determined by ASTM D2879-83, 96, or 97 (incorporated by reference—see §60.17), or
 - (3) Measured by an appropriate method approved by the Administrator; or
 - (4) Calculated by an appropriate method approved by the Administrator.
- d. After installing the control equipment required to meet Condition 3.3.b.i of the permit [40 CFR §60.112b(a)(1)] (permanently affixed roof and internal floating roof), the permittee must keep a record of each inspection performed as required by permit Conditions 5.2.a.i(1) , 5.2.a.i(2) , 5.2.a.i(3) , and 5.2.a.i(4) (as applicable). Each record shall identify the storage vessel on which the inspection was performed and shall contain the date the vessel was inspected and the observed condition of each component of the control equipment (seals, internal floating roof, and fittings).

6.3. NSPS Subpart VV The permittee must comply with all applicable monitoring and recordkeeping requirements of 40 CFR Subpart VV (see § 60.486 Recordkeeping requirements):

- a. 40 CFR § 60.486 Recordkeeping requirements
 - i. When each leak is detected as specified in Conditions 3.4.b, 3.4.c, 3.4.g, 3.4.h, and 3.4.i [§60.482-2, 60.482-3, 60.482-7, 60.482-8, and 60.483-2], the following requirements apply:
 - (1) A weatherproof and readily visible identification, marked with the equipment identification number, shall be attached to the leaking equipment.
 - (2) The identification on a valve may be removed after it has been monitored for 2 successive months as specified in Condition 3.4.g.iii [§60.482-7(c)] and no leak has been detected during those 2 months.
 - (3) The identification on equipment except on a valve, may be removed after it has been

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repaired.

ii. When each leak is detected as specified in Conditions 3.4 b, 3.4.c, 3.4.g, 3.4.h, and 3.4.i [§§60.482-2, 60.482-3, 60.482-7, 60.482-8, and 60.483-2], the following information shall be recorded in a log and shall be kept for 2 years in a readily accessible location:

- (1) The instrument and operator identification numbers and the equipment identification number.
- (2) The date the leak was detected and the dates of each attempt to repair the leak.
- (3) Repair methods applied in each attempt to repair the leak.
- (4) "Above 10,000" if the maximum instrument reading measured by the methods specified in Condition 5.3.a.i. [§60.485(a)] after each repair attempt is equal to or greater than 10,000 ppm.
- (5) "Repair delayed" and the reason for the delay if a leak is not repaired within 15 calendar days after discovery of the leak.
- (6) The signature of the owner or operator (or designate) whose decision it was that repair could not be effected without a process shutdown.
- (7) The expected date of successful repair of the leak if a leak is not repaired within 15 days.
- (8) Dates of process unit shutdowns that occur while the equipment is unrepaired.
- (9) The date of successful repair of the leak.

iii. The following information pertaining to the design requirements for closed vent systems and control devices described in Condition 3.4 j [§60.482-10] shall be recorded and kept in a readily accessible

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location:

- (1) Detailed schematics, design specifications, and piping and instrumentation diagrams.
- (2) The dates and descriptions of any changes in the design specifications.
- (3) A description of the parameter or parameters monitored, as required in Condition 3.4.j.v [§60.482-10(e)], to ensure that control devices are operated and maintained in conformance with their design and an explanation of why that parameter (or parameters) was selected for the monitoring.
- (4) Periods when the closed vent systems and control devices required in Conditions 3.4.b, 3.4.c, 3.4.d, and 3.4.e [§§60.482-2, 60.482-3, 60.482-4, and 60.482-5] are not operated as designed, including periods when a flare pilot light does not have a flame.
- (5) Dates of startups and shutdowns of the closed vent systems and control devices required in Conditions 3.4.b, 3.4.c, 3.4.d, and 3.4.e [§§60.482-2, 60.482-3, 60.482-4, and 60.482-5].

iv. The following information pertaining to all equipment subject to the requirements in Conditions 3.4.a to 3.4.j [§§60.482-1 to 60.482-10] shall be recorded in a log that is kept in a readily accessible location:

- (1) A list of identification numbers for equipment subject to the requirements of this subpart.
- (2) A list of identification numbers for equipment that are designated for no detectable emissions under the provisions of Conditions 3.4.b.v, 3.4.c.ix, and 3.4.g.vi [§§60.482-2(e), 60.482-3(i) and 60.482-7(i)]. The designation of such equipment shall be signed by the owner or operator.

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(3) A list of equipment identification numbers for pressure relief devices required to comply with Condition 3.4.d [§60.482-4].

(4) The dates of each compliance test as required in Conditions 3.4.b.v, 3.4.c.iv, 3.4.d, and 3.4.g.vi [§§60.482-2(e), 60.482-3(i), 60.482-4, and 60.482-7(f)].

(A) The background level measured during each compliance test.

(B) The maximum instrument reading measured at the equipment during each compliance test.

(5) A list of identification numbers for equipment in vacuum service.

v. The following information pertaining to all valves subject to the requirements of Conditions 3.4.g.vii and 3.4.g.viii [§60.482-7(g) and (h)] and to all pumps subject to the requirements of Condition 3.4.b.vii [§60.482-2(g)] shall be recorded in a log that is kept in a readily accessible location:

(1) A list of identification numbers for valves and pumps that are designated as unsafe-to-monitor, an explanation for each valve or pump stating why the valve or pump is unsafe-to-monitor, and the plan for monitoring each valve or pump.

(2) A list of identification numbers for valves that are designated as difficult-to-monitor, an explanation for each valve stating why the valve is difficult-to-monitor, and the schedule for monitoring each valve.

vi. The following information shall be recorded for valves complying with Condition 3.4.i [§60.482-2]:

(1) A schedule of monitoring.

(2) The percent of valves found leaking during each

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- monitoring period.
- vii. The following information shall be recorded in a log that is kept in a readily accessible location:
 - (1) Design criterion required in Conditions 3.4.b.iv(5) and 3.4.c.v(2) [§§60.482-2(d)(5) and 60.482-3(e)(2)] and explanation of the design criterion; and
 - (2) Any changes to this criterion and the reasons for the changes.
 - viii. The following information shall be recorded in a log that is kept in a readily accessible location for use in determining exemptions as provided in §60.480(d):
 - (1) An analysis demonstrating the design capacity of the affected facility.
 - (2) A statement listing the feed or raw materials and products from the affected facilities and an analysis demonstrating whether these chemicals are heavy liquids or beverage alcohol, and
 - (3) An analysis demonstrating that equipment is not in VOC service.
 - ix. Information and data used to demonstrate that a piece of equipment is not in VOC service shall be recorded in a log that is kept in a readily accessible location.

The provisions of §60.7 (b) and (d) do not apply to affected facilities subject to this subpart.

6.4. Operation and Maintenance

The permittee must maintain the following records related to the operation and maintenance of the plant and associated air contaminant control devices.

| | Monitored Parameter | Monitoring Frequency |
|----|---|----------------------|
| a. | Quantity of natural gas combusted in the boilers. | Monthly |
| b. | Quantity (tons) of corn received. | Each Occurrence |

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| | | |
|----|--|--------------|
| c. | Number of hours of operation of the Grain Receiving Baghouse #1 | Monthly |
| d. | Number of hours of operation of the Grain Receiving Baghouse #2 | Monthly |
| e. | Number of hours of operation of the Corn Storage Bin #1 Vent Filters | Monthly |
| f. | Number of hours of operation of the Corn Storage Bin #2 Vent Filters | Monthly |
| g. | Number of hours of operation of the Corn Storage Bin #3 Vent Filters | Monthly |
| h. | Number of hours of operation of the Corn Storage Bin #4 Vent Filters | Monthly |
| i. | Number of hours of operation of the Surge Bin #1 Vent Filters | Monthly |
| j. | Number of hours of operation of the Surge Bin #2 Vent Filters | Monthly |
| k. | Number of hours of operation of the Hammermill Baghouse #1 | Monthly |
| l. | Number of hours of operation of the Hammermill Baghouse #2 | Monthly |
| m. | Number of hours of operation of the Hammermill Baghouse #3 | Monthly |
| n. | Number of hours of operation of the Hammermill Baghouse #4 | Monthly |
| o. | Number of hours of operation of the DDGS Reclaim Baghouse | Monthly |
| p. | Number of hours of operation of the DDGS Loadout Baghouse #1 | Monthly |
| q. | Number of hours of operation of the DDGS Loadout Baghouse #2 | Monthly |
| r. | Number of hours of operation of the DDGS Loadout Baghouse #3 | Monthly |
| s. | Quantity of DDGS produced (tons) | Monthly |
| t. | Quantity (gallons) of denaturant received into storage. | Each Receipt |
| u. | Quantity of 200 proof ethanol produced (gallons). | Monthly |
| v. | Quantity (gallons) of denatured ethanol produced. | Monthly |

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| | | |
|-----|---|--|
| w. | Number of hours of operation of the Product Loadout Flare. | Monthly |
| x. | Quantity of ethanol loaded onto barges. | Monthly |
| y. | Quantity of ethanol loaded onto rail cars. | Monthly |
| z. | Quantity of ethanol loaded onto trucks | Monthly |
| aa. | Number of hours of operation of the Cooling Towers. | Monthly |
| bb. | Quantity (tons) of wetcake produced (as final product). | Monthly |
| cc. | Using the compliance calculation procedures from Condition 5.5, perform a calculation of emissions to demonstrate compliance with the rolling 12-month PSEI, and HAP limitations of Condition 4.1. (HAP emission calculations must be performed using source specific HAP emission factors developed from valid source test results. Once HAP emission factors become available, retroactive HAP emission calculations must be performed beginning with the commencement of plant operation.) | Monthly |
| dd. | Monitor the temperature of the scrubbing solution in the distillation vent scrubber to demonstrate compliance with Condition 2.0 (based on 3-hour rolling average) | Continuously During All Hours Of Operation |
| ee. | Monitor the temperature of the scrubbing solution in the fermentation vent (CO ₂) scrubber to demonstrate compliance with Condition 2.0 (based on 3-hour rolling average). | Continuously During All Hours Of Operation |
| ff. | Monitor the amount of time (in hours) the temperature of the scrubbing solution in the distillation vent scrubber exceeds the limits of Condition 2.0. | Monthly |
| gg. | Monitor the amount of time (in hours) the temperature of the scrubbing solution in the fermentation (CO ₂) vent scrubber exceeds the limits of Condition 2.0. | Monthly |
| hh. | Monitor the operating temperature of each thermal oxidizer to demonstrate compliance with Condition 2.3. | Continuously During All Hours Of Operation |
| ii. | Monitor the Rail/Truck Product Loadout Flare for presence of a pilot flame. | Continuously During All Hours Of Operation |
| jj. | Maintain a record of the control efficiency specifications of all fabric filter bags replacement orders. | Each Order Placement or Order Receipt |

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| | | |
|-----|--|-----------------|
| kk. | Monitor and record the differential operating pressure across each fabric filter baghouse and multiclone control device. | Weekly |
| ll. | Record major maintenance performed on air pollution control equipment. | Each Occurrence |

6.5. **Excess Emissions** The permittee must maintain records of excess emissions as defined in OAR 340-214-0300 through 340-214-0340 (recorded on occurrence). Typically, excess emissions are caused by process upsets, startups, shutdowns, or scheduled maintenance. In many cases, excess emissions are evident when visible emissions are greater than 20% opacity for 3 minutes or more in any 60-minute period. If there is an ongoing excess emission caused by an upset or breakdown, the permittee must cease operation of the equipment or facility no later than 48 hours after the beginning of the excess emissions, unless continued operation is approved by the Department in accordance with OAR 340-214-0330(4).

6.6. **Complaint Log** The permittee must maintain a log of all written complaints and complaints received via telephone that specifically refer to air pollution concerns associated to the permitted facility. The log must include a record of the permittee's actions to investigate the validity of each complaint and a record of actions taken for complaint resolution.

6.7. **Retention of Records** Unless otherwise specified, all records must be maintained on site for a period of two (2) years and made available to the Department upon request.

7.0 REPORTING REQUIREMENTS

7.1. **Excess Emissions** The permittee must notify the Department of excess emissions events if the excess emission is of a nature that could endanger public health.

- a. Such notice must be provided as soon as possible, but never more than one hour after becoming aware of the problem. Notice must be made to the regional office identified in Condition 8.5 by e-mail, telephone, facsimile, or in person.
- b. If the excess emissions occur during non-business hours, the permittee must notify the Department by calling the Oregon Emergency Response System (OERS). The

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current number is 1-800-452-0311.

- c. The permittee must also submit follow-up reports when required by the Department.

7.2. NSPS Subpart A

As applicable, the permittee must submit the initial construction notifications/reports required by Conditions 3.1, to the EPA Administrator (see mailing address in Condition 8.6) and the ODEQ Northwest Regional Office (see mailing address in Condition 8.3)

- a. NSPS Subpart Dc - Initial notifications are to include information in accordance with Condition 6.1.a of the permit
- b. NSPS Subpart Kb - After installing control equipment in accordance with Condition 3.3.b.i(1) of the permit [§60.112b(a)(1)] (fixed roof and internal floating roof), the permittee must furnish the Administrator and DEQ with a report that describes the control equipment and certifies that the control equipment meets the specifications of Conditions 3.3.b.i(1) and 5.2.a.i(1) of the permit [§60.112b(a)(1) and §60.113b(a)(1)]. This report shall be an attachment to the notification required by Condition 3.1.a.ii of the permit [§60.7(a)(3)].

7.3. NSPS Subpart Dc

There are no applicable Subpart Dc specific reporting requirements for affected facilities that are exclusively natural gas fired.

7.4. NSPS Subpart Kb

The permittee must submit the following Subpart Kb specific reports/notifications to the EPA Administrator and DEQ, as applicable:

- a. If any of the conditions described in Condition 5.2.a.i(2) of the permit [40 CFR §60.113b(a)(2)] are detected during the required annual visual inspection, a report shall be furnished to the Administrator and DEQ within 30 days of the inspection. Each report shall identify the storage vessel, the nature of the defects, and the date the storage vessel was emptied or the nature of and date the repair was made.
- b. After each inspection required by Condition 5.2.a.i(3) of the permit [40 CFR §60.113b(a)(3)] that finds holes or

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tears in the seal or seal fabric, or defects in the internal floating roof, or other control equipment defects listed in Condition 5.2 a.i(3) (B) [§60.113b(a)(3)(ii)], a report shall be furnished to the EPA Administrator and DEQ within 30 days of the inspection. The report shall identify the storage vessel and the reason it did not meet the required specifications [of 40 CFR §61.112b(a)(1) or §60.113b(a)(3)] and list each repair made.

- c. Provide notification to the EPA Administrator and DEQ in writing, in accordance with the criteria stated in Condition 5.2 a.i(5) , prior to the filling or refilling of each storage vessel for which an inspection is required by Conditions 5.2 a.i(1) and 5.2 a.i(4) a.

7.5. NSPS Subpart VV The permittee must submit the following Subpart VV specific reports/notifications to the EPA Administrator and DEQ, as applicable:

a. 40 CFR §60.487 Reporting requirements:

- i. The permittee shall submit semiannual reports to the EPA Administrator and DEQ beginning six months after the initial startup date.
- ii. The initial semiannual report shall include the following information:

- (1) Process unit identification.
- (2) Number of valves subject to the requirements of Condition 3.4 g [§60.482-7], excluding those valves designated for no detectable emissions under the provisions of Condition 3.4 g.vi [§60.482-7(f)].
- (3) Number of pumps subject to the requirements of Condition 3.4.b [§60.482-2], excluding those pumps designated for no detectable emissions under the provisions of Condition 3.4.b.v [§60.482-2(e)] and those pumps complying with Condition 3.4.g.vi [§60.482-2(f)].
- (4) Number of compressors subject to the requirements of Condition 3.4.c [§60.482-3], excluding those compressors designated for no

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detectable emissions under the provisions of Condition 3.4.c.ix [§60.482-3(i)] and those compressors complying with Condition 3.4.c.viii [§60.482-3(h)].

iii. All semiannual reports shall include the following information, summarized from the information in Condition 6.3.a [§60.486]:

- (1) Process unit identification.
- (2) For each month during the semiannual reporting period,
 - (i) Number of valves for which leaks were detected as described in Conditions 3.4.g.ii or 3.4.f [§60.482-7(b) or §60.483-2],
 - (ii) Number of valves for which leaks were not repaired as required in Condition 3.4.g.iv(1) [§60.482-7(d)(1)],
 - (iii) Number of pumps for which leaks were detected as described in Conditions 3.4.b.ii and 3.4.b.iv(6) (A) [§60.482-2(b) and (d)(6)(i)],
 - (iv) Number of pumps for which leaks were not repaired as required in Conditions 3.4.b.iii(1) and 3.4.b.iv(6) (B) [§60.482-2(c)(1) and (d)(6)(ii)],
 - (v) Number of compressors for which leaks were detected as described in Condition 3.4.c.vi [§60.482-3(f)],
 - (vi) Number of compressors for which leaks were not repaired as required in Condition 3.4.c.vii(1) [§60.482-3(g)(1)], and
 - (vii) The facts that explain each delay of repair and, where appropriate, why a process unit shutdown was technically infeasible.

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- (3) Dates of process unit shutdowns which occurred within the semiannual reporting period.
- (4) Revisions to items reported according to paragraph ii. above if changes have occurred since the initial report or subsequent revisions to the initial report.
- iv. If the permittee elects to comply with the provisions of Conditions 3.4.k or 3.4.l [§§60.483-1 or 60.483-2], they shall notify the Administrator and DEQ of the alternative standard selected 90 days before implementing either of the provisions.
- v. The permittee shall report the results of all performance tests in accordance with §60.8 of the General Provisions. The provisions of §60.8(d) do not apply to affected facilities subject to the provisions of this subpart except that an owner or operator must notify the Administrator and DEQ of the schedule for the initial performance tests at least 30 days before the initial performance tests.

7.6. Annual Report For each year this permit is in effect, the permittee must submit to the Department by February 15 two (2) copies of the following information for the previous calendar year:

- a. A compliance status summary with the conditions of the permit.
- b. Plant operating parameters:
 - i. Quantity of corn received for processing.
 - ii. Quantity of natural gas combusted in the boilers.
 - iii. Quantity of natural gas combusted facility-wide.
 - iv. Quantity of DDGS produced.
 - v. Quantity of wetcake produced as final product.
 - vi. Quantity of 200 proof ethanol produced.
 - vii. Quantity of denatured ethanol produced.
 - viii. Quantity of ethanol loaded onto barges.
 - ix. Quantity of ethanol loaded onto railcars.
 - x. Quantity of ethanol loaded onto trucks.

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- c. A summary of the rolling 12-month PSEL and HAP (acetaldehyde) pollutant emission rate calculations determined each month in accordance with Condition 6.4.cc.
 - d. A summary of instances when the emission action level (Condition) for the Rail/Truck Product Loadout Flare was exceeded, including the date identified, the determined cause, corrective action performed and date of resolution.
 - e. Records of all planned and unplanned excess emissions events.
 - f. Summary of complaints relating to air quality received by permittee during the year.
 - g. List permanent changes made in plant process, production levels, and pollution control equipment which affected air contaminant emissions.
 - h. List major maintenance performed on pollution control equipment.
- 7.7. **Initial Startup Notice** The permittee must notify the Department in writing of the date the facility is started up. The notification must be submitted no later than seven (7) days after startup.
- 7.8. **Notice of Change of Ownership or Company Name** The permittee must notify the Department in writing using a Departmental "Permit Application Form" within 60 days after the following:
- a. Legal change of the name of the company as registered with the Corporations Division of the State of Oregon; or
 - b. Sale or exchange of the activity or facility.
- 7.9. **Construction or Modification Notices** The permittee must notify the Department in writing using a Departmental "Notice of Construction Form," or "Permit Application Form," and obtain approval in accordance with OAR 340-210-0205 through 340-210-0250 before:
- a. Constructing, installing, or establishing a new stationary source that will cause an increase in any regulated pollutant emissions;
 - b. Making any physical change or change in operation of an existing stationary source that will cause an increase, on an hourly basis at full production, in any regulated pollutant emissions; or
 - c. Constructing or modifying any air pollution control equipment.

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- 7.10. Where to Send Reports and Notices The reports, with the permit number prominently displayed, must be sent to the Permit Coordinator for the region where the source is located as identified in Condition 8.3.

8.0 ADMINISTRATIVE REQUIREMENTS

- 8.1. Permit Renewal Application The completed application package for renewal of this permit is due on October 1, 2012. Two (2) copies of the application must be submitted to the DEQ Permit Coordinator listed in condition 8.3
- 8.2. Permit Modifications Application for a modification of this permit must be submitted not less than 60 days prior to the source modification. A special activity fee must be submitted with an application for the permit modification. The fees and two (2) copies of the application must be submitted to the Business Office of the Department.
- 8.3. Permit Coordinator Addresses All reports, notices, and applications should be directed to the Permit Coordinator for the Department's Northwest Region. The Permit Coordinator address is as follows:
- Department of Environmental Quality
Northwest Region
2020 SW 4th Avenue, Suite 400
Portland, OR 97201-4987
Telephone: (503) 229-5582
- 8.4. Department Contacts - Internet Information about air quality permits and the Department's regulations may be obtained from the DEQ web page at www.oregon.gov/DEQ/.
- 8.5. Department Contacts - General All inquiries about this permit should be directed to the Department's Northwest Regional Office. The address and phone number are as follows:
- Department of Environmental Quality
Northwest Regional Office
2020 SW 4th Avenue, Suite 400
Portland, OR 97201-4987
Telephone: (503) 229-5554
- 8.6. EPA Administrator Address US Environmental Protection Agency
Director, Air and Waste Management Division

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1200 Sixth Avenue, Suite. 900
Seattle, WA 98101

9.0 FEES

- 9.1. Annual Compliance Fee The Annual Fee specified in OAR 340-216-0020, Table 2, Part 2 for a Standard ACDP is due on December 1 of each year this permit is in effect. An invoice indicating the amount, as determined by Department regulations, will be mailed prior to the above date.
- 9.2. Change of Ownership or Company Name Fee The non-technical permit modification fee specified in OAR 340-216-0020, Table 2, Part 3(a) is due with an application for changing the ownership or the name of the company.
- 9.3. Special Activity Fees The special activity fees specified in OAR 340-216-0020, Table 2, Part 3 (b through i) are due with an application to modify the permit.
- 9.4. Where to Submit Fees Fees must be submitted to:
Department of Environmental Quality
Business Office
811 SW Sixth Avenue
Portland, Oregon 97204-1390

10.0 GENERAL CONDITIONS AND DISCLAIMERS

- 10.1. Permitted Activities This permit allows the permittee to discharge air contaminants from processes and activities related to the air contaminant source(s) listed on the first page of this permit until this permit expires, is modified, or is revoked.
- 10.2. Other Regulations In addition to the specific requirements listed in this permit, the permittee must comply with all other legal requirements enforceable by the Department.
- 10.3. Conflicting Conditions In any instance in which there is an apparent conflict relative to conditions in this permit, the most stringent conditions apply.
- 10.4. Masking of Emissions The permittee must not cause or permit the installation of any device or use any means designed to mask the emissions of an air contaminant that causes or is likely to cause detriment to health, safety, or welfare of any person or otherwise violate any other

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- regulation or requirement.
- 10.5. Department Access: The permittee must allow the Department's representatives access to the plant site and pertinent records at all reasonable times for the purposes of performing inspections, surveys, collecting samples, obtaining data, reviewing and copying air contaminant emissions discharge records and conducting all necessary functions related to this permit in accordance with ORS 468-095.
 - 10.6. Permit Availability: The permittee must have a copy of the permit available at the facility at all times.
 - 10.7. Open Burning: The permittee may not conduct any open burning except as allowed by OAR 340 Division 264.
 - 10.8. Asbestos: The permittee must comply with the asbestos abatement requirements in OAR 340 Division 248 for all activities involving asbestos-containing materials, including, but not limit to, demolition, renovation, repair, construction, and maintenance.
 - 10.9. Property Rights: The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.
 - 10.10. Termination, Revocation, or Modification: The Department may modify or revoke this permit pursuant to OAR 340-216-0082 and 340-216-0084.

11.0 EMISSION FACTORS

| Process | Pollutant | Monitoring Parameter (P) | Emissions Factor (EF) | Emissions Factor Units |
|-----------------------------|--|---|-----------------------|------------------------|
| Boilers | PM/PM ₁₀ | MM ft ³ of natural gas combusted | 7.6 | lbs/MM ft ³ |
| | SO ₂ | MM ft ³ of natural gas combusted | 0.6 | lbs/MM ft ³ |
| | NO _x | MM ft ³ of natural gas combusted | 0.022 ⁽¹⁾ | lbs/MM ft ³ |
| | CO | MM ft ³ of natural gas combusted | 0.012 ⁽¹⁾ | lbs/MM ft ³ |
| | VOC | MM ft ³ of natural gas combusted | 5.5 | lbs/MM ft ³ |
| Material Handling: | | | | |
| Grain Receiving Baghouse #1 | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.39 | lbs/hr |

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| Process | Pollutant | Monitoring Parameter (P) | Emissions Factor (EF) | Emissions Factor Units |
|--|--|---------------------------------------|-----------------------|------------------------|
| Grain Receiving Baghouse #2 | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.39 | lbs/hr |
| Corn Storage Bin #1 Vent Filters | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.04 | lbs/hr |
| Corn Storage Bin #2 Vent Filters | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.04 | lbs/hr |
| Corn Storage Bin #3 Vent Filters | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.04 | lbs/hr |
| Corn Storage Bin #4 Vent Filters | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.04 | lbs/hr |
| Surge Bin #1 Vent Filters | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.02 | lbs/hr |
| Surge Bin #2 Vent Filters | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.02 | lbs/hr |
| Hammermill Baghouse #1 | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.08 | lbs/hr |
| Hammermill Baghouse #2 | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.08 | lbs/hr |
| Hammermill Baghouse #3 | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.08 | lbs/hr |
| Hammermill Baghouse #4 | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.08 | lbs/hr |
| DDGS Reclaim Baghouse | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.03 | lbs/hr |
| DDGS Loadout Baghouse #1 | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.03 | lbs/hr |
| DDGS Loadout Baghouse #2 | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.03 | lbs/hr |
| DDGS Loadout Baghouse #3 | PM/PM ₁₀ /PM _{2.5} | Hours of operation | 0.04 | lbs/hr |
| Material Handling Fugitives | | | | |
| Grain Receiving DDGS Storage, DDGS Loadout Fugitives | PM | Emission rate constant ⁽²⁾ | 490 | lbs/yr |
| | PM ₁₀ | Emission rate constant ⁽²⁾ | 110 | lbs/yr |

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| Process | Pollutant | Monitoring Parameter (P) | Emissions Factor (EF) | Emissions Factor Units |
|--|-------------------------------------|--|---|-----------------------------|
| Distillation Vent Scrubber | VOC | Gallons of ethanol Produced | 0.063 ⁽³⁾ (98% control eff.) | lbs/10 ³ gallons |
| | | | 0.315 ⁽³⁾ (90% control eff.) | |
| | Single HAP: Acetaldehyde | Gallons of ethanol Produced | 0.0125 ⁽³⁾ (98% control eff.) | lbs/10 ³ gallons |
| | | | 0.0625 ⁽³⁾ (90% control eff.) | |
| Fermentation (CO ₂) Vent Scrubber | VOC | Gallons of ethanol Produced | 0.404 ⁽³⁾ (98% control eff.) | lbs/10 ³ gallons |
| | | | 2.02 ⁽³⁾ (90% control eff.) | |
| | Single HAP: Acetaldehyde | Gallons of ethanol Produced | 0.139 ⁽³⁾ (98% control eff.) | lbs/10 ³ gallons |
| | | | 0.695 ⁽³⁾ (90% control eff.) | |
| DDGS Dryer System/ Regenerative Thermal Oxidizers #1 & #2 ⁽⁴⁾ | PM ₁₀ /PM _{2.5} | Tons of DDGS Produced | 0.162 | lbs/ton DDGS |
| | SO _x | Tons of DDGS Produced | 0.172 | lbs/ton DDGS |
| | NO _x | Tons of DDGS Produced | 0.245 | lbs/ton DDGS |
| | CO | Tons of DDGS Produced | 0.344 | lbs/ton DDGS |
| | VOC | Tons of DDGS Produced | 0.203 | lbs/ton DDGS |
| | Single HAP: Acetaldehyde | Tons of DDGS Produced | 0.0123 | lbs/ton DDGS |
| Equipment Leaks | VOC | Equipment leak emission rate constant ⁽²⁾ | 6920 | lbs/yr |
| Ethanol/Denaturant Storage Tanks | VOC | Monitor gallons of throughput for respective 12-month period | Use TANKS software or AP-42 algorithms for 12-month emission rate calculation | tons/yr |

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| Process | Pollutant | Monitoring Parameter (P) | Emissions Factor (EF) | Emissions Factor Units |
|--|--|---|-----------------------|--------------------------------|
| Ethanol Loading – trucks & rail cars (flare) | VOC | Gallons loaded into rail cars | 0.009 | lbs/10 ³ gal loaded |
| | VOC | Gallons loaded into truck | 0.10 | lbs/10 ³ gal loaded |
| | NO _x | Hours of flare operation | 0.44 | lbs/hr |
| | CO | Hours of flare operation | 0.37 | lbs/hr |
| Barge Loading (VRU) | VOC | Gallons ethanol loaded | 0.0825 | lbs/10 ³ gal loaded |
| Cooling Towers | PM, PM ₁₀ , PM _{2.5} | Hours of operation | 3.0 | lbs/hr |
| Wetake Production Storage | VOC | Tons wetake produced | 0.00833 | lbs/ton |
| Haul Road Improves (Truck Traffic) | PM | Road dust emission rate constant ⁽¹⁾ | 26600 | lbs/yr |
| | PM ₁₀ | Road dust emission rate constant ⁽²⁾ | 19118 | lbs/yr |

1. EF based on manufacturer guarantee.
2. Emission rate constant to be used in each 12-month rolling emission rate calculation for PSEL compliance demonstration.
3. Use reduced control efficiency factor (90% control eff.) for periods of scrubber operation at > 54°F.
4. EFs are for each DDGS Dryer/RTO system.

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12.0 ABBREVIATIONS, ACRONYMS, AND DEFINITIONS

| | | | |
|-----------------|--|----------------------|---|
| ACDP | Air Contaminant Discharge Permit | NSR | New Source Review |
| ASTM | American Society for Testing and Materials | O ₂ | oxygen |
| AQMA | Air Quality Maintenance Area | OAR | Oregon Administrative Rules |
| calendar year | The 12-month period beginning January 1st and ending December 31st | ORS | Oregon Revised Statutes |
| CFR | Code of Federal Regulations | O&M | operation and maintenance |
| CO | carbon monoxide | Pb | lead |
| DEQ | Oregon Department of Environmental Quality | PCD | pollution control device |
| dscf | dry standard cubic foot | PM | particulate matter |
| EPA | US Environmental Protection Agency | PM ₁₀ | particulate matter less than 10 microns in size |
| FCAA | Federal Clean Air Act | ppm | part per million |
| gal | gallon(s) | PSD | Prevention of Significant Deterioration |
| gr/dscf | grains per dry standard cubic foot | PSEL | Plant Site Emission Limit |
| HAP | Hazardous Air Pollutant as defined by OAR 340-244-0040 | PTE | Potential to Emit |
| I&M | inspection and maintenance | RACT | Reasonably Available Control Technology |
| lb | pound(s) | scf | standard cubic foot |
| MMBtu | million British thermal units | SER | Significant Emission Rate |
| NA | not applicable | SIC | Standard Industrial Code |
| NESHAP | National Emissions Standards for Hazardous Air Pollutants | SIP | State Implementation Plan |
| NO _x | nitrogen oxides | SO ₂ | sulfur dioxide |
| NSPS | New Source Performance Standard | Special Control Area | as defined in OAR 340-204-0070 |
| | | VE | visible emissions |
| | | VOC | volatile organic compound |
| | | year | A period consisting of any 12-consecutive calendar months |

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Department of Environmental Quality
 Northwest Region
 Air Quality Program

**Standard
 AIR CONTAMINANT DISCHARGE PERMIT
 REVIEW REPORT**

Cascade Grain Products, LLC
 81200 Kallunki Road
 Clatskanie, OR 97106
 636-821-3038
 503-638-9907

| | | | |
|----------------------|---|-------------------------|----|
| Unassigned emissions | | Monthly report | |
| Emission credits | | Excess emissions report | |
| Source test | X | NSPS | X |
| COMS | | NESHAP | |
| CEMS | | NSR | |
| Compliance schedule | | PSD | X |
| Special conditions | X | RACT | |
| Annual report | X | FCE | X |
| Semi-annual report | X | Public Notice | II |
| Quarterly report | | | |

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PERMITTING

PERMITTING ACTION

1. The permit is a modification for an existing Air Contaminant Discharge Permit (ACDP) which was issued on 06/13/2003 and was originally scheduled to expire on 04/01/2008.

OTHER PERMITS

2. Other permits issued or required by the Department of Environmental Quality for this source include:

NPDES (storm water permit)
Water Pollution Control Facilities Permit

ATTAINMENT STATUS

3. The proposed source is located in an area that is in attainment with the National Ambient Air Quality Standards for all pollutants.
4. The source is not located within 10 kilometers of a Class I Air Quality Protection Area.

SOURCE DESCRIPTION

OVERVIEW

5. The permittee will construct and operate a grain processing facility on Kallunki Road in Clatskanie, Oregon. The facility will receive corn and process it to produce ethanol and dry distillers grain solubles (animal feed). The facility's design capacity for ethanol production is 120,000,000 gallons annually.
6. This permit modification consists of changes to the physical design of the plant. The changes do not increase emissions associated with the facility above the previous plant site emission levels. The design changes are summarized below:
 - a. The previous permit included two - Inteck thermal oxidizers, each rated at 160 MMBtu/hr, natural gas fired and accompanied by heat recovery steam generating boilers. The current permit modification replaces these units with four - 92.4 MMBtu/hr natural gas fired boilers and two - Eisenmann regenerative thermal oxidizers (RTOs).
 - b. The previous permit included four - dry distillers grain solubles (DDGS) dryers, each with a 42.5 MMBtu/hr natural gas fired burner (emissions controlled by the

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Inteck thermal oxidizers). The current permit modification replaces these units with two - 97 MMBtu/hr natural gas fired dryers. Multiclones remove particulate emissions from the dryer exhaust after which the RTOs described above combust the associated VOCs.

- c. The previous permit included one - Ethanol loadout operation with ship/barge, rail and truck loading capabilities. The emissions attributed to loading were to be controlled by a flare. The current permit modification retains all of these loading activities, however, the ship/barge loading will now be controlled by a dual carbon bed vapor recovery unit. The truck and rail loading operations will continue to be controlled with a flare.

PROCESS AND CONTROL DEVICES

7. Process flow at the facility will be as follows: Corn is delivered by barge and rail and is conveyed to four storage silos. From storage, corn is scalped (cleaned of sticks, cob, etc.), milled and water is added to create a slurry. The slurry is cooked and liquefacted with enzymes to produce *mash*. The mash goes to *Fermentation* where it is mixed with yeast and more enzymes and allowed to ferment. The resulting liquid (beer) will contain 12% - 17% ethanol. VOC emissions from the fermentation (C_2H_6) vent are controlled by a packed bed scrubber. The beer is distilled to produce 95% ethanol (5% water) and "whole stillage" which consists of solids and water. Molecular sieves are used to remove the remaining 5% water from the ethanol. VOCs from the distillation vent are also controlled by a packed bed scrubber. The pure ethanol is then combined with 5% gasoline to produce denatured alcohol. The whole stillage is centrifuged and separated into solids and liquid. The liquid is sent to *Evaporation* where it leaves the evaporator as "Syrup." The syrup is combined with the centrifuged spent grain and dried in rotary kiln driers to produce Dried Distillers Grain with Solubles (DDGS). VOC emissions from the drying operation will be controlled by regenerative thermal oxidizers.
8. Air contaminant sources at the facility consist of the following:
 - a. Bulk corn receipt/material handling operation, including: grain - barge auger, conveyor and elevator; grain - rail dump pit auger, conveyor and elevator; 4 - transfer conveyors and 4 - silos, 2 - surge bins and 2 - scalpers; 4 - hammermills; process emissions (PM/PM₁₀) controlled by 2 - grain receiving baghouses, 4 - storage bin vent filters, 2 - surge bin vent filters, 4 - hammermill baghouses.
 - b. Distillation process, including: slurry tank, 2 - liquefaction tanks, condensate tank, beer column, stripper, rectifier, evaporators, whole stillage tank, thin stillage tank, syrup tank, 4 - centrifuges, 2 - molecular sleeves, 200 proof condenser; process emissions (VOC) controlled by 1 - Distillation wet scrubber (packed bed).
 - c. Fermentation process, including 2 - yeast tanks, 7 - fermenters, and beer well; process emissions (VOC) controlled by 1 - Fermentation wet scrubber (packed bed).
 - d. DDGS process, including: DDGS reclaim, 2 - truck load spouts, 1 - rail load spout, 2 - DDGS dryers, 2 - DDGS coolers; process emissions (PM/PM₁₀, CO,

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- NO_x, SO₂, VOC) controlled by 1 – reclaim baghouse, 3 – loadout baghouses, 2 - multiclones, 2 - regenerative thermal oxidizers.
- e. Ethanol truck/rail loadout operations, including: ethanol truck loadout, ethanol rail loadout; process emissions (CO, NO_x, VOC) controlled by 1 – Loadout flare
 - f. Ethanol barge loadout operations, including: 1 – ethanol barge loadout; process emissions (VOC) controlled by 1 – Loadout vapor recovery unit (John Zink)
 - g. 4 – steam generating boilers @ 92.4 MMBtu/hr each, natural gas fired, w low-NO_x burners.
 - h. 2 – 1500 hp diesel fired emergency generators (categorically insignificant activity, see OAR 340-200-0020).
 - i. 1 – 290 hp diesel fired emergency fire pump engine (categorically insignificant activity, see OAR 340-200-0020).
 - j. 2 – 243, 300 gallon volatile organic liquid (200 proof ethanol) storage tanks, with internal floating pan and vapor mounted primary seal.
 - k. 1 – 191,861 gallon volatile organic liquid (denaturant - gasoline) storage tank, with internal floating pan and vapor mounted primary seal
 - l. 2 – 3,800,000 gallon volatile organic liquid (denatured ethanol) storage tanks, with internal floating pan and vapor mounted primary seal.
 - m. Fugitive emission sources:
 - i. Dust (PM) attributed to onsite traffic.
 - ii. Grain receiving fugitives (PM)
 - iii. Cooling towers (PM)
 - iv. DDGS storage building fugitives (PM)
 - v. DDGS loadout fugitives (PM)
 - vi. Equipment leaks (VOC)
 - vii. Wetake storage/loadout (VOC)

CONTINUOUS MONITORING DEVICES

- 9. The facility has the following continuous monitoring devices:
 - a. The operating temperature of each of the two RTOs must be monitored during all hours of operation.
 - b. The temperature of the scrubbing solution in the Distillation Vent scrubber must be monitored during all hours of operation.
 - c. The temperature of the scrubbing solution in the Fermentation (CO₂) Vent scrubber must be monitored during all hours of operation.
 - d. The presence of a pilot flame for the Rail/Truck Product Loadout Flare must be continuously monitored using a thermocouple or equivalent device.

COMPLIANCE

- 10. The facility will be inspected by Department personnel to ensure compliance with the permit conditions.

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SPECIAL CONDITIONS

11. The permit contains conditions requiring the permittee to maintain the temperature of the scrubbing solution in the Fermentation (CO₂) Vent and Distillation Vent scrubbers at or below 54°F during operation. The operating temperature is determined based upon a three-hour rolling average of hourly temperatures. Water is the scrubbing agent used in the scrubbers because ethanol is miscible in water. The control efficiency of the scrubber is improved by lowering the temperature of the scrubbing solution. This special condition was included in the permit because when the VOC plant site emission limit was determined, the emission of VOCs from this control device was based upon 98% control efficiency associated with the stated scrubbing solution temperature. The permittee must use a reduced control efficiency emission factor of 90% should the scrubbing solution temperature exceed 54°F for intermittent periods of operation.
12. The permit contains a condition that prohibits the permittee from replacing fabric filter bags in any baghouse control device with bags of lower rated control efficiency than that specified in the design specifications of the permit application.
13. The permit contains a condition establishing a thermal oxidizer operating temperature - emission action level to ensure ongoing emission control efficiency of the thermal oxidizers.
14. The permit contains a condition establishing operational requirements to ensure maximum operational performance and emission control for the Rail/Truck Product Loadout Flare.

EMISSIONS

15. Proposed PSEL information:

| Pollutant | Baseline Emission Rate ⁽¹⁾ (tons/yr) | Netting Basis ⁽¹⁾ | | Plant Site Emission Limits (PSEL) | | |
|-------------------|--|------------------------------|-----------------------|-----------------------------------|---|----------------------------|
| | | Previous (tons/yr) | Proposed (tons/yr) | Previous PSEL (tons/yr) | Proposed PSEL ⁽¹⁾ (tons/yr) | PSEL Increase (tons/yr) |
| PM ₁₀ | 0 | 99 | 99 | 99 | 99 | 0 |
| PM _{2.5} | 0 | 99 | 99 | 99 | 99 | 0 |
| SO ₂ | 0 | 0 | 0 | 39 | 39 ^(c) | 0 |
| NO _x | 0 | 99 | 99 | 99 | 99 | 0 |
| CO | 0 | 0 | 0 | 99 | 99 ^(c) | 0 |

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| | | | | | | |
|---------------------------|----|----|----|----|----|---|
| VOC | 0 | 51 | 51 | 90 | 90 | 0 |
| Single HAP ⁽⁶⁾ | NA | NA | NA | 9 | 9 | 0 |

- a. The facility is a new source since the 1977-78 baseline emission period and therefore has zero baseline emission rate.
- b. The facility is a major source for PM, PM₁₀, NO_x, and VOC. The facility is located in an area that is in attainment with the National Ambient Air Quality Standards for these pollutants. In its initial permitting action the permittee successfully complied with the New Source Review (NSR)/Prevention of Significant Deterioration (PSD) requirements of OAR 340-224-0010 through 340-224-0110 thereby providing the basis for the Netting Baseline emission rates identified above. The Netting Baseline emission rates are the starting point for determining a net significant emission rate increase for the NSR/PSD program.
- c. The proposed PSEL represents the equivalent of the generic PSEL for the identified pollutant as defined in OAR 340-222-0040.
- d. The PSEL is a federally enforceable limit on the potential to emit (PTE).
- e. The permittee has the "unregulated" potential to emit acetaldehyde at a level that exceeds the major source threshold for Title V (≥ 10 tons/yr). The permittee is accepting a PSEL (a federally enforceable operational limitation) to regulate/limit its individual HAP PTE to 9 tons per year. PTE for all individual HAPs other than acetaldehyde are considerably below the 10-ton threshold. A PSEL for combined HAPs is not included in the permit because the permittee's respective PTE is less than 80% of the Title V threshold (≤ 25 tons/yr).

SIGNIFICANT EMISSION RATE ANALYSIS

16. In its initial permitting action the permittee successfully complied with the New Source Review (NSR)/Prevention of Significant Deterioration (PSD) requirements of OAR 340-224-0010 through 340-224-0110 thereby providing the basis for the Netting Baseline emission rates identified above. For each pollutant, the proposed Plant Site Emission Limit is less than the Netting Basis plus the significant emission rate, and no further air quality analysis would normally be required. In this instance, since the original air quality modeling analysis was based upon the stack configuration of the Inteck thermal oxidizer boiler units and these units were being replaced by four smaller boilers with similar capacity when viewed in aggregate, the Department required the permittee to perform a new modeling analysis to verify that the new plant configuration would not result in negative impacts. Based on the verification analysis performed by the permittee, the Department determined that the proposed modifications to the project will not significantly impact the ambient air quality within the areas potentially influenced by this facility.

MAJOR SOURCE APPLICABILITY

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CRITERIA POLLUTANTS

17. A major source is a facility that has the potential to emit 100 or more tons per year of any criteria pollutant. This facility is not a major source of criteria pollutant emissions.

HAZARDOUS AIR POLLUTANTS

18. A major source is a facility that has the potential to emit 10 or more tons/year of any single HAP or 25 or more tons/year of combined HAPs. This source is not a major source of hazardous air pollutants.

| Hazardous Air Pollutant | "Unregulated" Potential to Emit (tons/year) |
|-------------------------|---|
| Acetaldehyde | 11.5 |
| Total HAPs | 18 |

The permittee has the "unregulated" potential to emit acetaldehyde that exceeds the major source threshold for Title V (10 tons/yr). The permittee has accepted a PSEL (a federally enforceable operational limitation) to regulate from its individual HAP PTE to 9 tons per year. As such, acetaldehyde emissions from the facility are not permitted to exceed 9 tons/yr.

19. Although the source has the capacity to emit above the Title V major source threshold levels, the permittee has elected not to obtain an Oregon Title V Operating Permit by requesting a PSEL below the major source threshold levels. The PSEL is a federally enforceable limit on PTE.

ADDITIONAL REQUIREMENTS

NSPS APPLICABILITY

20. 40 CFR Part 60, Subpart Dc -- "Standards of Performance for Small Industrial-Commercial-Institutional Steam-Generating Units" is applicable at the facility because the permittee operates boilers that are affected facilities under this federal standard.
21. 40 CFR Part 60, Subpart Kb -- "Standards of Performance for Volatile Organic Liquid Storage Vessels" is applicable at the facility because the permittee operates volatile organic liquid storage vessels that are affected facilities under this federal standard.
22. 40 CFR Part 60, Subpart VV -- "Standards of Performance for Equipment Leaks of VOC in the Synthetic Organic Chemicals Manufacturing Industry" is applicable to the source because it is recognized as an affected facility within the synthetic organic chemicals manufacturing industry.

NESHAPS/MACT APPLICABILITY

Revised 3/9/05

Permit No.: 05-0006
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Page 8 of 9

23. There are no sources at this facility for which NESHAPS/MACT standards have been promulgated.

RACT APPLICABILITY

24. The RACT rules are not applicable to this source because it is not in the Portland AQMA, Medford AQMA, or Salem SKATS.

TACT APPLICABILITY

25. The source is not subject to the state's TACT/Highest and Best Rules since it is subject to the NSPS regulations identified above.

SOURCE TESTING

PROPOSED TESTING

26. The exhaust stacks of the two Grain Receiving baghouses will be tested once during the permit term for PM emissions.
27. The Fermentation (CO₂) Vent Scrubber stack will be tested once during the permit term for VOC emissions.
28. The Distillation Vent Scrubber stack will be tested once during the permit term for VOC emissions.
29. The exhaust stack of each DDGS Dryer/regenerative thermal oxidizer will be tested once during the permit term for PM, NO_x, CO and VOC emissions.
30. A performance test/evaluation for the Rail/Truck Product Loadout Flare will be performed once during the permit term.
31. The Barge Product Loadout VRU stack will be tested once during the permit term for VOC emissions.
32. The stack exhaust gas of one of the four Utility Boilers will be tested once during the permit term for NO_x and CO emissions.

PUBLIC NOTICE

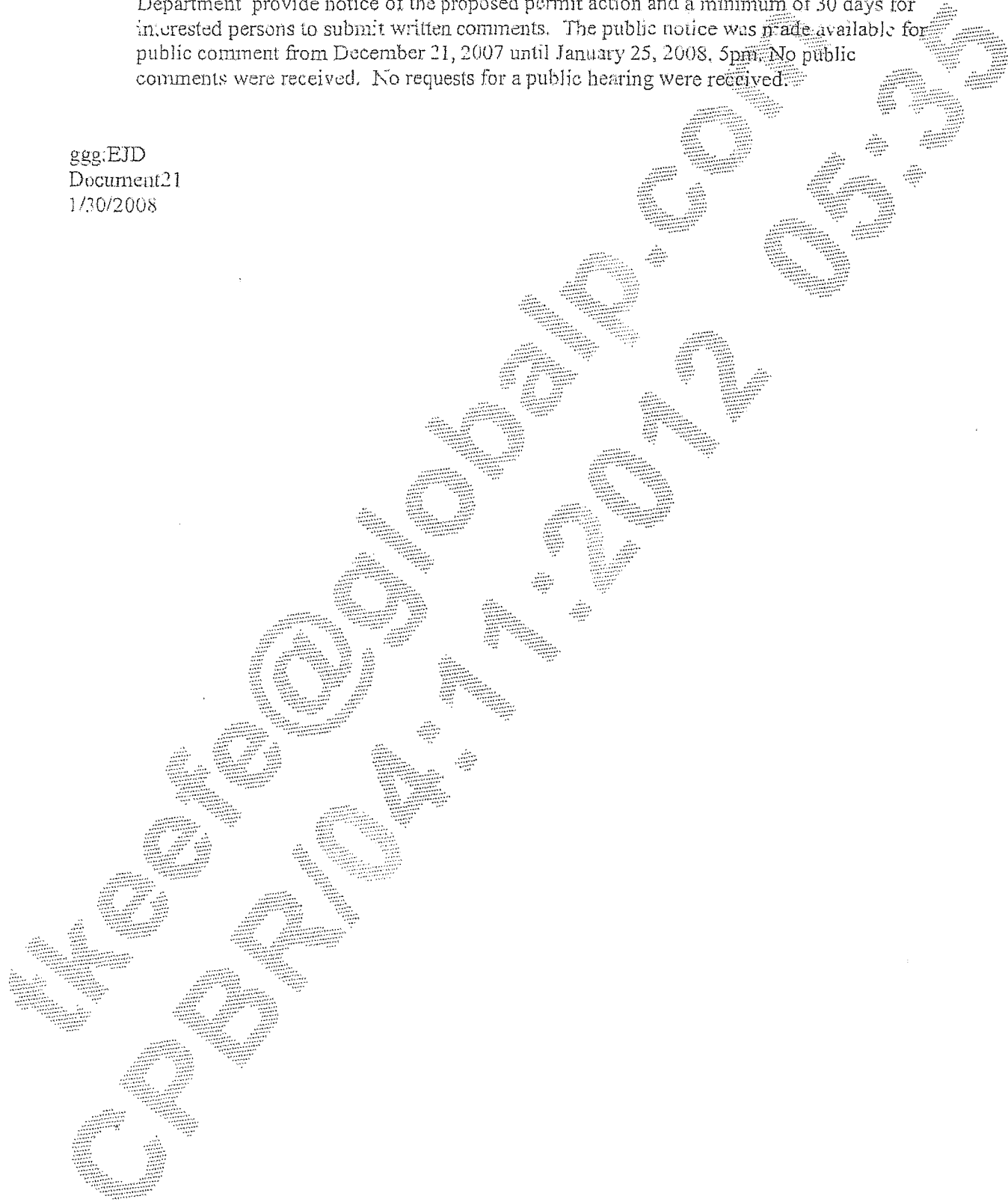
33. Pursuant to OAR 340-216-0066(4)(a)(A), issuance of Standard Air Contaminant Discharge Permits require public notice in accordance with OAR 340-209-0030(3)(b) [Category II permit action if no associated emissions increase], which requires that the

Revised 5/9/05

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Department provide notice of the proposed permit action and a minimum of 30 days for interested persons to submit written comments. The public notice was made available for public comment from December 21, 2007 until January 25, 2008, 5pm. No public comments were received. No requests for a public hearing were received.

ggg:EJD
Document21
1/30/2008



Revised 3/8/05

UP 349 PGE Second Supplement Exhibits
Exhibit I-7a
Page 124

Exhibit A2
Maritime Security Facility Plan

See attached

SENSITIVE SECURITY INFORMATION

U.S. Department of
Homeland Security

United States
Coast Guard



Captain of the Port
U. S. Coast Guard
Sector Columbia River

2185 SE 12th Place
Warrenton, OR 97146
Phone: (503) 240-9314

16611

JUL 31 2015

FIN#: PDX200711

MISLE#: 5060902

Columbia Pacific Bio-Refinery
Attn: Branden Gimper
81200 Kallunki Rd
Clatskanie, OR 97016

Dear Sir:

Your proposed amendment, submitted on July 13, 2015, amending your Facility Security Plan (FSP) has been added to the FSP located at this office and is approved. The plan meets all of the requirements of Title 33 Code of Federal Regulations (CFR) Part 105.

A copy of this letter shall be kept with your approved Facility Security Plan. As a reminder, your FSP is due to expire on January 11, 2017.

If you have any questions, please contact the Marine Safety Unit Portland Waterways Management and Facility Inspections Division at (503) 240-9333.

Sincerely,

A handwritten signature in black ink that reads "P. A. Ropp".

P. A. ROPP
Captain, U. S. Coast Guard
by direction of the Captain of the Port

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure if governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.



COLUMBIA PACIFIC BIO-REFINERY

June 1, 2016

Facility Inspections Branch
USCG – Sector Columbia River
Portland MSU
6767 N. Basin Avenue
Portland, OR 97217

Re: Notification of Facility Modification and Submittal of Amended Facility Security Plan
Columbia Pacific Bio-Refinery, Clatskanie, Oregon

To Whom It May Concern:

Columbia Pacific Bio-Refinery (CPBR) is currently expanding its barge docking capacity at its facility located on the Columbia River outside of Clatskanie, Oregon. CPBR is constructing an additional berth so that it may be possible for two barges to be docked at the transfer area. CPBR currently anticipates that the additional berth will be fully operational on July 15, 2016. Accordingly, CPBR has initiated a review of its U.S. Coast Guard (USCG) regulated programs and operations to ensure that all USCG-approved plans are updated to reflect the additional berth, if necessary. In addition, CPBR has recently modified its staffing levels and needs to make administrative changes to USCG-approved plans to provide updated contact information.

CPBR plans to update the following USCG approved plans to account for these structural and administrative changes:

- **Facility Security Plan (FSP)** dated July 2015: Please see the enclosed FSP dated June 1, 2016. CPBR has removed Brandon Gimper, Environmental Manager as an Alternate Facility Security Officer; Doug Lenz, Plant Manager, has been assigned this role (see *Change Notes, Table 1, Section 4.0, and Appendix H*). CPBR reviewed the entire FSP for possible changes to address the second berth. CPBR does not propose any changes to the FSP for this modification, as the FSP provides the necessary flexibility regarding the number of vessels docked. In addition, CPBR does not believe that the addition of a second berth changes any security elements of the FSP. This review is documented in the *Change Notes* section of the FSP.
- **Dock Operations Manual** dated November 2014: The Dock Operations Manual will need to be updated for new contact information and revised barge loading procedures. CPBR is currently completing the necessary updates and will submit its proposed amended Dock Operations Manual, along with the reasons for the amendment to the Captain of the Port (COTP) not less than 30 days before the requested effective date of the proposed amendment.
- **Facility Response Plan** dated February 2014: The Facility Response Plan will need to be updated for new contact information and revised equipment language. CPBR is currently completing the necessary updates and will submit an amendment to its previously submitted FRP to the COTP and all other holders of the FRP, including the Oregon Department of Environmental Quality (ODEQ) within 30 days of operation of the new equipment, or earlier.



COLUMBIA PACIFIC BIO-REFINERY

Please feel free to contact me at 503-728-7003 or Britta Bergland of Merjent, Inc., our environmental consultant, at 612-746-3673 should you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Daniel Luckett'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

R. Daniel Luckett
General Manager
Facility Security Officer
Columbia Pacific Bio-Refinery

Attachments: Revised Facility Security Plan: June 2016

Exhibit B1
Legal Description of the Land

See attached

Exhibit B1
Legal Description of the Land

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8.N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto, which by reference thereto is made a part hereof.

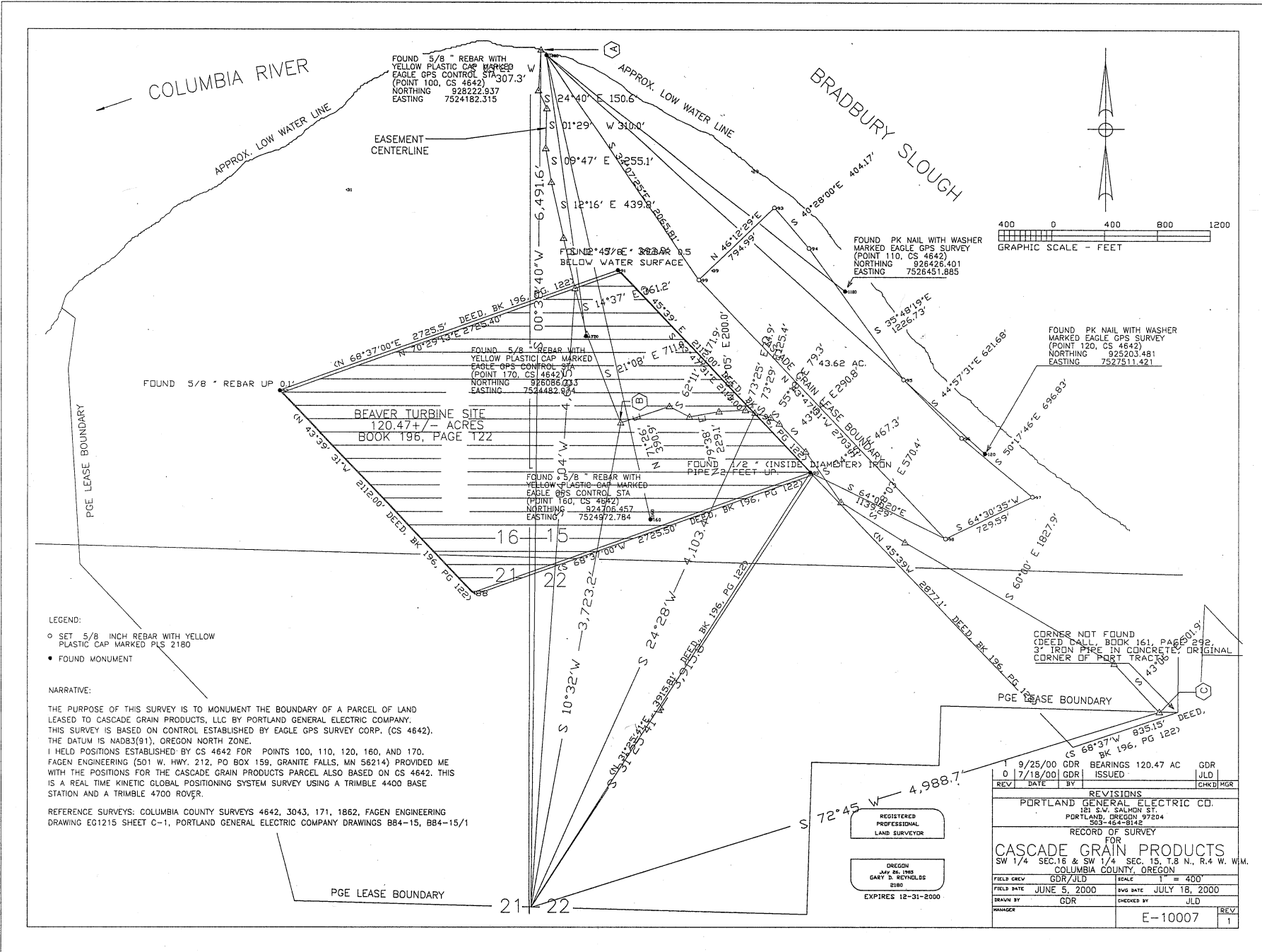
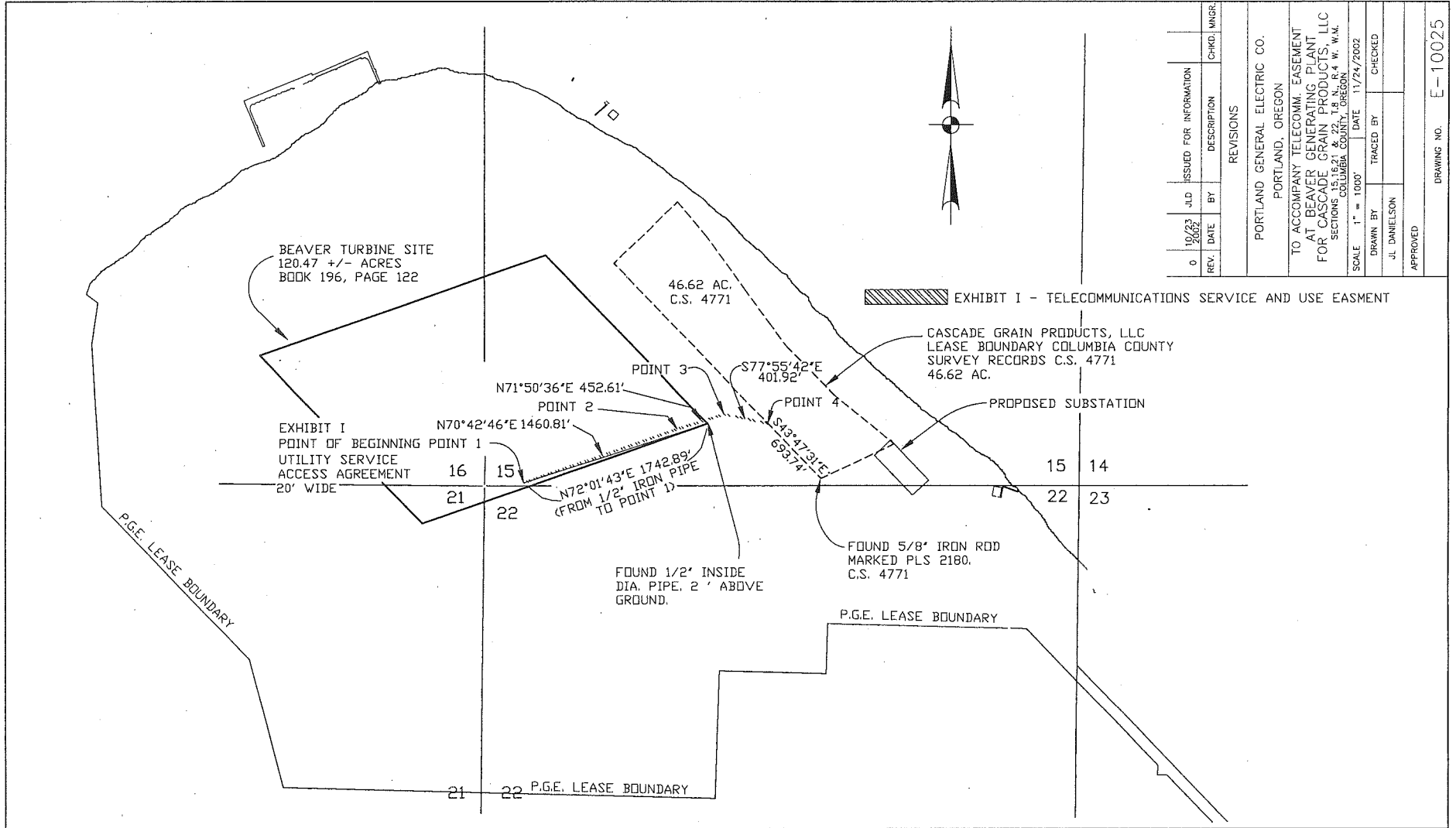


Exhibit B2
Survey of the Land

See attached



| REV. | DATE | BY | ISSUED FOR INFORMATION | DESCRIPTION | CHKD. MGR. |
|------|------------|----|------------------------|-------------|------------|
| 0 | 11/24/2002 | | | | |

| REVISIONS | |
|---|---------------------|
| PORTLAND GENERAL ELECTRIC CO. | PORTLAND, OREGON |
| TO ACCOMPANY TELECOMM. EASEMENT AT BEAVER GENERATING PLANT FOR CASCADE GRAIN PRODUCTS, LLC SECTIONS 15, 16, 21, 22, 23 T. 10R. 72S. COLUMBIA COUNTY, OREGON | |
| SCALE 1" = 1000' | DATE 11/24/2002 |
| DRAWN BY J.L. DANIELSON | TRACED BY |
| | CHECKED |
| | J.L. DANIELSON |
| | APPROVED |
| | DRAWING NO. E-10025 |

Exhibit B3
Legal Description of the Real Property leased to PGE
pursuant to the Master Lease and owned by Port
See attached

Exhibit B-3

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South, 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

Exhibit B6
Legal Description of Real Property owned by Cascade

(prior to closing of the transactions contemplated by the Tank Purchase Agreement)

Parcel 2 of Partition Plan 2007-28, recorded September 25, 2007, as Fee Number 2007-012334,
Records of Columbia County, Oregon

Exhibit H6A
Amendments to Dock Easement

See attached

DOCK USE AGREEMENT

This Dock Use Agreement (this "Agreement") is made effective as of the 31st day of May, 2006 (the "Effective Date") by and among the Port of St. Helens, an Oregon municipal corporation (the "Port"), Cascade Grain Products, L.L.C., an Oregon limited liability company ("Cascade") and, only for the limited purposes set forth in Section 1.06, Portland General Electric Company, an Oregon corporation ("PGE").

RECITALS

A. The Port has leased to PGE an area of land located in Columbia County, Oregon described on Exhibit A attached hereto (the "PGE Property").

B. Pursuant to that certain Amended and Restated Sublease by and between PGE and Cascade, dated as of the 31st day of May, 2006 (the "Sublease"), PGE has subleased to Cascade that portion of the PGE Property described on Exhibit B attached hereto (the "Cascade Property") on which Cascade intends to develop an ethanol production facility.

C. To facilitate transportation of the ethanol from the production facility to market, Cascade and the Port desire to enter this Agreement pursuant to which Cascade shall be entitled to use certain dock facilities owned by the Port and located near the Cascade Property.

AGREEMENT

For good, fair, and valuable consideration, the receipt and sufficiency of which is acknowledged, the Port and Cascade agree as follows:

ARTICLE I DOCK OPERATIONS

1.01 Term

This Agreement shall be for a term beginning on the commencement of the term of the Sublease and continuing through July 31, 2066, together with any Renewal Terms exercised under the Sublease (as provided therein), unless the Sublease is terminated sooner in accordance with the provisions thereof, in which event this Agreement shall terminate on the same day as the Sublease terminates (the "Term").

1.02 Premises

The facilities referred to in this Agreement hereinafter as "Dock Area" shall include the entire PGE Westward Beaver Dock and the two vehicular access trestles extending from the shoreline to each end of the dock and the improvements thereon, other

EXECUTION COPY

offshore structures including the debris boom and dolphin and mooring structures, all as more particularly described on Exhibit C to this Agreement and depicted on Exhibit D to this Agreement. The "Dock Area" shall also include the existing docks as it may be repaired, improved and/or modified, and any replacement dock that may be constructed in the general location of the PGE Westward Beaver Dock. Cascade acknowledges that neither the Port nor PGE has made any representation or warranty with respect to the Dock Area or with respect to the uses to which the Dock Area may be put or the suitability of the Dock Area for the conduct of Cascade's business. Cascade has inspected the Dock Area and accepts the same "AS IS" and subject to the continuing rights of PGE as reflected in Section 9.01.

1.03 Use

Cascade is hereby granted the right to use the Dock Area for (i) the purpose of loading or unloading liquid bulk cargo produced by its proposed production facility on the Cascade Property (collectively, the "Approved Products"), (ii) access to and repair of pipelines and necessary piping and material transfer equipment, and (iii) ingress and egress for all purposes of this Agreement ("Permitted Uses"). Prior to delivering any other cargo to or transporting any other cargo from the Dock Area, Cascade shall obtain the prior written consent of the Port and PGE to the proposed product and the proposed location, storage, and duration and handling procedures. Except for the facilities existing in the Dock Area on the date hereof, Cascade shall furnish and maintain all equipment, supplies, and dunnage necessary to its use of the Dock Area. No foreign flag vessels are to be allowed dockage without prior approval of PGE. Subject to the foregoing, all other terms and conditions of this Agreement, and the requirements of the Maritime Facilities Security Plan to be developed among Cascade, PGE, the Port, and the U.S. Coast Guard, the Port hereby reserves the right to allow non-Cascade vessels to use the Dock Area subject to the prior written consent of PGE which shall not be unreasonably withheld but may be reasonably conditioned to the extent necessary or appropriate to protect PGE's interests in the Dock Area.

1.04 Ethanol Transfer

Prior to commencing any transfer of Approved Products from the Dock Area, Cascade shall:

- (1) provide to the Port an ethanol operations manual that has been approved by the U.S. Coast Guard;
- (2) provide to the Port a letter of adequacy issued by the U.S. Coast Guard;
- (3) provide to the Port an ethanol spill contingency plan;
- (4) ensure that the minimum ethanol spill containment equipment required by the U.S. Coast Guard (33CFR 154.545) is present at the Dock Area;
- (5) provide to the Port and the U.S. Coast Guard a current written list of designated qualified operators to act as person(s)-in-charge of transfer operations at the Dock Area; and

(6) comply with all provisions of the Maritime Facility Plan developed among Cascade, PGE, the Port, and the U.S. Coast Guard.

1.05 Improvement of the Dock Area. Cascade shall be entitled to construct and install in the Dock Area those certain improvements described on Exhibit E attached hereto (the "Cascade Improvements"). Cascade shall make no other improvements or alterations to the Dock Area without the prior written consent of the Port and PGE, which consent shall not be unreasonably withheld, conditioned, or delayed. Cascade shall have (a) exclusive use of the portion of the Dock Area under, and immediately surrounding, the Cascade Improvements as depicted on Exhibit E (the "Improvement Area"), (b) exclusive use of the Cascade Improvements, and (c) the right to exclude others from the Improvement Area. The Cascade Improvements shall be the property of Cascade and may be removed from the Dock Area by Cascade or any Mortgagee prior to expiration of this Agreement or within a reasonable time following earlier termination of this Agreement provided that any damage to the Dock Area resulting from such removal is promptly repaired.

1.06 PGE Consent. PGE hereby consents to the execution of this Agreement by the Port and Cascade and agrees, notwithstanding the fact that the Dock Area is currently part of the PGE Property and is subject to its lease from the Port, that the Port shall be entitled to (a) control the Dock Area, (b) collect Dockage and Wharfage under this Agreement, and (c) perform its obligations hereunder, subject to the continuing rights of PGE as reflected in Section 9.01. The foregoing shall not be construed as terminating PGE's lease of the Dock Area. PGE shall, however, as soon as practicable seek approval from the Oregon Public Utilities Commission for termination of its lease of the Dock Area and, after receipt of such approval, terminate its lease of the Dock Area on terms acceptable to PGE in its sole discretion. In consideration for the foregoing and notwithstanding any subsequent termination of its lease of the Dock Area, PGE is an intended third party beneficiary of this Agreement and is hereby granted the right to enforce (a) Cascade's obligation to obtain its consent pursuant to Section 1.03 and Section 1.05, (b) its right to be an additional insured under Cascade's insurance policies as set forth in Section 7.02, and (c) its rights under Section 9.01. PGE shall be entitled to all remedies available to it under the law and equity, including making a claim for damages, injunctive relief, or specific performance.

ARTICLE 2 GENERAL CONDITIONS

2.01 Maintenance of Dock Area. Cascade shall not cause there to exist in the Dock Area any unsafe condition or cause the Dock Area to become cluttered with trash or debris.

2.02 Equipment in Dock Area. The Port shall designate a reasonable portion of the Dock Area as being available for the exclusive use by Cascade for storage of Cascade equipment, which area shall be at least one thousand (1,000) square feet (the "Equipment Storage Area"). Cascade may only leave its equipment in the Equipment Storage Area.

The Port shall reasonably permit the parking of Cascade vehicles or its employee's vehicles in the Dock Area to the extent necessary for repair and other Cascade operations in the Dock Area. Cascade assumes the risk for any damage that may be sustained by such equipment or vehicles.

2.03 Embarking/Debarking Equipment. Cascade shall be responsible for providing the proper equipment (such as gangways, ladders, safety nets, etc.) necessary for safely embarking/debarking from vessels transporting Cascade cargo ("Cascade Vessels").

2.04 Lock Up of Facilities. Upon its completion of any work in the Dock Area, Cascade shall secure and lock all overhead and personnel doors of all buildings and facilities its agents and employees have opened.

2.05 Use and Control of Employees. Cascade may not, under any circumstances, enlist the service of any employee of the Port in its performance under this Agreement. Cascade shall have absolute control of and responsibility for the actions of its employees.

2.06 Facility Damage. If Cascade or any Cascade Vessel shall damage the Dock Area in any fashion, Cascade shall repair or replace the damaged portion of the Dock Area. Cascade shall commence such repair or replacement within ten (10) days after the damage occurs and shall thereafter diligently and continuously pursue completion of such repair or replacement. Without limiting the circumstances under which commencement of repair or replacement shall be deemed to have occurred, commencement of repair or replacement shall be deemed to have occurred upon the occurrence of any of the following: (a) ordering of materials for such repair or replacement, (b) preparation of data and documentation for any required governmental approvals, (c) requesting repair quotations, or (d) the taking of other reasonable steps that are a pre-condition to commencing the physical repair work. If Cascade does not commence repair or replacement within ten (10) days after the damage occurs or, following commencement, does not diligently and continuously pursue completion of repair or replacement, the Port shall be entitled to undertake such repair or replacement, by providing written notice to Cascade of such election, and charge Cascade for the reasonable costs it incurs in connection with such repair or replacement. Cascade shall pay the Port for cost of repair or replacement, including an administrative charge equal to five percent (5%) of the reasonable construction costs, within fifteen (15) days after presentation of a bill by the Port. Cascade shall give immediate oral notice to the Port if Cascade becomes aware of any material damage or destruction to any part of the facility in the Dock Area. Cascade shall also submit written notice of such an event to the Port within twenty-four (24) hours after it becomes aware of such event.

2.07 Mechanics' Liens. Any work performed by Cascade at or on the Dock Area shall be promptly completed in a good and workmanlike manner and shall be lien-free except for liens which Cascade is protesting and diligently acting upon to remove or resolve.

2.08 Maintenance by the Port. Except for the express obligations of Cascade hereunder, the Port shall be responsible for keeping the Dock Area in good condition and

repair during the Term, which obligation shall include, without limitation, routine maintenance, repair, and replacement of the Dock Area (excluding any Cascade Improvements) or any portion thereof should the Dock Area or any portion thereof reach the end of its useful life. Cascade's share of routine repair and maintenance costs for the Dock Area is included within Dockage and Wharfage paid by Cascade. With respect to replacement of the Dock Area, or any portion thereof, and repairs that under generally accepted accounting principles consistently applied would be considered capital improvements or replacements (collectively, "Capital Improvements" and, individually, a "Capital Improvement"), the Port shall be entitled to draw amounts from the Capital Reserve Account (as defined below) to perform such Capital Improvements. If, however, there are insufficient funds in the Capital Reserve Account to pay for any particular Capital Improvement, the Port shall equitably apportion the remaining cost of such Capital Improvement among the parties then using the Dock Area according to the structural requirements for the Dock Area necessary for each such party's use. Notwithstanding the foregoing, in no event shall Cascade be responsible for the Capital Reserve Account be used, for any repairs or replacements necessitated solely by the use of the Dock Area by any user thereof other than Cascade. The Port shall be responsible for ensuring that all utilities reasonably necessary for the Permitted Uses are available at the Dock Area, specifically including without limitation, water for fire suppression and electricity. The Port may charge Cascade its cost for all utilities consumed by Cascade in connection with its use of the Dock Area. If the Port does not perform any necessary repair or maintenance within ten (10) days after written notice from Cascade or, if such repair or maintenance cannot reasonably be performed within ten (10) days then if the Port does not commence such repair or maintenance within ten (10) days and thereafter diligently and continuously pursue such repair or maintenance to completion, Cascade shall be entitled to undertake such repair or maintenance, by providing written notice to the Port of such election, and charge the Port for the reasonable costs it incurs in connection with such repair or replacement. The Port shall pay such amount within thirty (30) days after presentation of a bill by Cascade. Notwithstanding anything to the contrary in the foregoing, Cascade shall not be responsible for any cost incurred as a result of repair or maintenance necessitated by any damage to the Dock Area caused by the Port or any third party other than the operators of Cascade Vessels. The Port shall be responsible for maintenance of the berth, navigation and approach channel from the Columbia River Channel up to the Dock Area to depths sufficient for navigation of Cascade Vessels.

2.09 Replacement of Dock Facilities. If all, or any portion, of the Dock Area shall ever reach the end of its useful life, and the Port shall elect not to replace the Dock Area or portion thereof, Cascade shall be entitled to replace, in whole or in part, the Dock Area or such portion thereof, at its sole cost and expense, provided, however, that Cascade shall reasonably cooperate with PGE and the Port's needs with respect to such replacement. In the event of any such replacement, all Dockage and Wharfage payable hereunder on account of Cascade's use of the Dock Area shall be abated until the amount of the abatement is equal to the reasonable costs incurred by Cascade in connection with replacement of the Dock Area.

2.10 Environmental Matters. Cascade shall cooperate with the Port and PGE in the Port's efforts to ensure that dock operations are in compliance with applicable environmental laws and regulations. This cooperation shall include providing such

information to the Port about Cascade materials, shipments, wastes, pollutants and emissions as is necessary for dock operations compliance. Cascade and Cascade Vessel's will specifically not cause materials that are regulated in any way or designated as hazardous to be present on the Dock Area without prior authorization of the Port. The Port shall have fifteen (15) days from the date of the submission of all required information concerning the request to approve, disapprove or approve subject to conditions, the proposed products, which authorization shall not be unreasonably conditioned, withheld or delayed, and the failure of the Port to respond with such time period shall be deemed approval. The Port hereby specifically approves the presence of ~~hazardous~~ Cascade ~~materials~~ at the Port's invitation, but shall not be obligated to, participate in initiatives that are not required by law or regulation to reduce adverse environmental impacts of the Dock Area and dock operations or make positive environmental improvements to the Dock Area or dock operations not required by law or regulation.

2.11 Taxes; Payments in Lieu of Taxes. Cascade shall be responsible for the payment of its Proportionate Share of all taxes, assessments and/or governmental charges of any kind and nature assessed against the Dock Area during the Term, including all general real property taxes, all general and special assessments payable in installments, or any tax in lieu of the foregoing, whether or not any such tax is now in effect (collectively, "Taxes"). Cascade shall be liable for all taxes levied or assessed against any personal property placed in the Dock Area by Cascade. As used in this Agreement, Cascade's "Proportionate Share" shall mean the percentage of the total number of vessels using the Dock Area in any given calendar year represented by Cascade Vessels. If the Dock Area is not now, or is not in the future, its own separate tax lot, the Port shall equitably determine the portion of Taxes assessed against the tax lot containing the Dock Area that is attributable to the Dock Area. If any user of the Dock Area (other than Cascade) or the Port makes improvements to the Dock Area that (a) increase the Taxes assessed against the Dock Area and (b) do not reasonably benefit Cascade and its use of the Dock Area, Cascade shall not be responsible for payment of any portion of any increase in Taxes occasioned thereby.

ARTICLE 3 BERTHING AND DOCKAGE

3.01 Berthing. Cascade Vessels berthing or departing the Dock Area must use tugs reasonably capable of berthing or removing the applicable vessel in a safe manner.

3.02 Dockage. Each Cascade Vessel berthing at the Dock Area shall pay Dockage. "Dockage" is the charge assessed to a vessel for docking at a wharf, dock, pier or other facility; or for mooring to a vessel so docked.

3.03 Dockage Period—How Calculated. Dockage shall commence when a vessel is made fast to a wharf, pier or other facility, or when a vessel is moored to another vessel so berthed and shall continue until such vessel is completely freed from and has vacated the berth. No deductions will be made for Sundays or holidays.

3.04 Basis for Computing Charges. Dockage charges will be assessed on the length-over-all of the vessel. Length-over-all shall be construed to mean the linear

distance, expressed in feet, from the most forward point of the stem of the vessel to the aftermost part of the stern of the vessel, measured parallel to the baseline of the vessel. For Dockage billing purposes, length-over-all of the vessel as published in "Lloyds Register of Shipping" will be used. If no such figure appears in "Lloyds Register", the Port reserves the right to: (1) obtain the length-over-all from the vessels register, or (2) measure the vessel.

3.05 Vessels Required to Obtain Assignments/Berthing Reservation

- (1) As long as Cascade is the only entity actively using the Dock Area for the berthing of vessels, any Cascade Vessel shall be entitled to berth at the Dock Area subject to the rights of PGE and provided it first pays the estimated Dockage for its stay.
- (2) If at any time during the Term any other entity (including, without limitation PGE) is actively using the Dock Area for berthing of vessels, berthing of Cascade Vessels shall be subject to the following restrictions:
 - (i) No Cascade Vessel will be permitted to berth at the Dock Area without having first notified the Port and PGE of its intention to use the Dock Area. Applications for assignments must be made not less than seven (7) days in advance and must specify arrival and departure dates.
 - (ii) Dockage shall be paid in full to the Port at the time of application for berthing reservation.
 - (iii) Dockage will be non-refundable unless a written cancellation is received by the Port a minimum of seven (7) days prior to the scheduled Cascade Vessel arrival date.
 - (iv) If the applicable Cascade Vessel has complied with the foregoing requirements and, considering only reservations made prior to such Cascade Vessel's reservation, there is a berth available, the Cascade Vessel shall have the right to berth in the Dock Area for the scheduled call/stay and to remain berthed in the Dock Area for 24-hours on either side of scheduled call/stay.
 - (v) The Port shall make reasonable efforts to accommodate the berth requirements of all Cascade Vessels.

3.06 Vessels Required to Vacate Berths. Cascade Vessels may occupy a berth, subject to charges, after the departure date specified in the application, provided such vessel shall vacate the berth upon demand by the Port or its authorized representatives. Vessels refusing to vacate berth on demand may be moved by tug or otherwise, and any expenses or damages to vessel, other vessels or wharf structures during such removal shall be charged to the vessel so moved.

3.07 Dockage Rates. Dockage payable on account of use of the Dock Area shall be as set forth in the Port of Vancouver Terminal Tariff No. 5 effective January 1, 2006, a copy of which is attached hereto as Schedule A, as such Tariff may be revised or replaced from time to time by the Port of Vancouver (the "Tariff"). If the Dockage rate ever ceases to be published or assessed in the Tariff, Dockage rates payable under this Agreement shall be the then fair market Dockage rate payable for use of the Dock Area. The Port and Cascade shall meet as soon as practicable after the Dockage rate ceases to be published or assessed to determine the new Dockage rate. If after thirty (30) days of good faith negotiation the parties cannot agree on an appropriate Dockage rate, the matter shall be submitted to arbitration pursuant to the methodology established in Section 4.04 below.

3.08 Capital Reserve Account. Cascade agrees to pay to a capital reserve account (the "Capital Reserve Account") the amount of \$0.04 (four cents) per barrel of ethanol loaded (the "Capital Reserve Fee"). The maximum to be contributed to the account by Cascade shall be one million dollars (\$1,000,000.00). The Capital Reserve Account will be held by the Port with an accounting to all participants on an annual basis and shall only be used to pay for the costs of Capital Improvements (as defined in Section 2.09). All funds in the Capital Reserve Account, including any interest thereon, shall be the property of the Port and the Port shall be responsible for payment of all tax imposed thereon. If the Port permits any vessels other than Cascade Vessels and PGE vessels to berth at the Dock Area, it shall collect from such vessels a fee reasonably comparable to the Capital Reserve Fee and deposit such amount into the Capital Reserve Account. The Port shall cause all parties the using the Dock Area to meet during the first three calendar months of each year (at a time and place reasonably selected by the Port), to identify needed Capital Improvements for the upcoming year, to review the amount in the Capital Reserve Account, and to reasonably determine whether any increase in the amount held in the Capital Reserve Account is necessary or any for the anticipated Capital Improvements.

ARTICLE 4 WHARFAGE

4.01 Wharfage Rates. Cascade shall pay Wharfage to the Port for all Approved Products loaded in the Dock Area. "Wharfage" shall be the rate charged for oil, petroleum; crude; diesel; gasoline and miscellaneous petroleum oils, conveyed through pipeline to or from vessels or barges pursuant to the Tariff.

4.02 Wharfage Payments. Cascade shall submit to the Port, by the tenth business day of each month, a report with a log entry of all Cascade Vessels departing the Dock Area during the preceding calendar month that includes the name, identification, registered owner, length of vessel, arrival and departure time and date, and volume and type of product associated with each such Cascade Vessel (the "Cascade Volume"). Wharfage shall be based on the Cascade Volume. Wharfage shall be payable to the Port on the twentieth day of the calendar month following the calendar month in which the Cascade Vessel departed the Dock Area.

4.03 **Wharfage Adjustment.** If the Wharfage rate ever ceases to be published or assessed in the Tariff, Wharfage rates payable under this Agreement shall be the then fair market Wharfage rate payable for use of the Dock Area. The Port and Cascade shall meet as soon as practicable after the Wharfage rate ceases to be published or assessed to determine the new Wharfage rate. If after thirty (30) days of good faith negotiation the parties cannot agree on an appropriate Wharfage rate, the matter shall be submitted to arbitration pursuant to the methodology established in Section 4.04 below.

4.04 **Rate Arbitration.** If the parties cannot agree on the appropriate Dockage or Wharfage rate, then within ten (10) days after expiration of the required negotiation period, each party shall deliver to the other in writing such party's reasonable determination of the fair market Dockage or Wharfage rate and (ii) appoint an independent arbitrator who shall be a licensed MAI appraiser, real estate broker, or professional engineer with at least 10 years experience determining market rates for use of maritime facilities. If only one party appoints an arbitrator within the ten (10) day period, the arbitrator shall determine which of the two determinations is closest to the true market rate. In that case, the determination of the sole arbitrator shall be binding on the parties as to the market rate. If two arbitrators are appointed, the two arbitrators shall meet and determine which of the two determinations is closest to the true market rate. The arbitrators shall have no power to compromise or to propose any other market rate, but must accept one of the two determinations. If the two arbitrators cannot agree upon one or the other of such determinations within thirty (30) days, such arbitrators shall appoint a third arbitrator who shall select one of the two determinations, and only one of the two determinations, which shall be deemed market rate for purposes of this Agreement. If such two arbitrators cannot agree upon the third arbitrator, such third arbitrator shall be appointed by the then presiding judge of the Circuit Court of Columbia County, Oregon who shall, upon application by either party, select an arbitrator having the above qualifications. The costs of the arbitrator appointed by each party shall be paid by such party, and the cost of any arbitrator appointed by the two other arbitrators or by the then presiding judge of the Circuit Court of Columbia County, Oregon shall be paid by the party whose determination is not selected.

ARTICLE 5 RISK OF LOSS

5.01 **Risk of Loss.** Cascade agrees that any equipment, cargo, vehicle, or other material of any kind which is stored or placed at the Dock Area by Cascade is so stored and placed at the sole risk of the Cascade, except to the extent of the gross negligence or willful misconduct of the Port. In the event that any such equipment, cargo, vehicles, or other material is damaged or destroyed by any cause other than the gross negligence or willful misconduct of the Port, Cascade shall not seek compensation or restitution of any kind from the Port.

ARTICLE 6
INDEMNIFICATION

6.01 Indemnification.

- (1) Cascade will indemnify, defend and save the Port harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorney fees, incurred by the Port in connection with or arising out of (1) Cascade's breach of this Agreement and (2) use of the Dock Area by Cascade or its agents; except that Cascade shall have no obligation to so indemnify the Port to the extent that such suits, demands, liabilities, costs and other expenses occur as a result of the Port's negligence, recklessness or intentional misconduct.
- (2) The Port will indemnify, defend and save Cascade harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorney fees, incurred by Cascade in connection with or arising out of (1) the Port's breach of this Agreement and (2) arising out of the Port's gross negligence, recklessness or intentional misconduct; except that the Port shall have no obligation to so indemnify Cascade to the extent that such suits, demands, liabilities, costs and other expenses occur as a result of Cascade's negligence, recklessness or intentional misconduct.

ARTICLE 7
INSURANCE

7.01 Maintenance of Insurance. Upon commencement of its use of the Dock Area for loading and unloading of cargo and for the remainder of the Term thereafter, Cascade shall continuously and without interruption maintain in good standing insurance described in Section 7.02. Prior to its performance pursuant to this Agreement, Cascade shall furnish the Port and PGE a certificate of insurance.

7.02 Cascade Coverage. Cascade will maintain Wharfinger and Stevedores Legal Liability Insurance in the amount of \$5 million with a \$100,000 deductible and United States Longshore and Harbor Workers Insurance as per State and Federal requirements. The Port and PGE will be named as an additional insured under both such policies.

7.03 Port Coverage. The Port shall maintain at all times during the Term a Special Form policy of casualty insurance for the full replacement value of the Dock Area, not including any equipment installed thereon by Cascade, with a reasonable deductible. Upon the occurrence of any casualty event, the Port shall promptly and diligently cause the Dock Area to be rebuilt to the extent of any available insurance proceeds. If there are not sufficient proceeds available to rebuild the Dock Area to a condition satisfactory for Cascade's use, Cascade may pay for any shortfall in available funds. Cascade shall pay each year its Proportionate Share of the cost of the insurance policy required to be carried

by the Port hereunder. Cascade shall pay such amount within thirty (30) days following receipt from the Port of an invoice therefor.

7.04 **Notification of Termination.** The insurance obtained pursuant to Sections 7.02 or 7.03 shall provide for written notice of any termination, cancellation or expiration of the insurance to be delivered to the Port or Cascade, as applicable, no less than one hundred and twenty (120) days before the effective date thereof.

7.05 **Waiver of Subrogation:** Anything in this Agreement to the contrary notwithstanding, the Port and Cascade each agree that neither (or any party claiming by, through or under such party) will have any claim against the other for any loss, damage or injury that is or would be covered by insurance carried by either party or required to be carried hereunder, whether or not actually carried, notwithstanding the negligence of either party in causing the loss. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

**ARTICLE 8
FORCE MAJEURE**

8.01 **Force Majeure.** Subject to the other provisions of this Article, if either party is unable by reason of Force Majeure, as hereinafter defined, to perform in whole or in part any obligation or covenant set forth hereunder, the obligations of both parties under this Agreement will be suspended or curtailed to the extent necessary for the period that such Force Majeure condition continues.

8.02 **Definition.** For the purposes of this Agreement, Force Majeure will include any event or circumstance arising or occurring beyond the reasonable control of Cascade or the Port, including without limiting the generality of the foregoing:

- (1) Any acts of God, including, but without restricting the generality thereof, lightning, earthquakes, storms, epidemics, landslides, floods, fires, explosions or washouts;
- (2) Any strikes, lockouts or other industrial disturbances;
- (3) Any acts of the enemies of the state, sabotage, wars, blockades, insurrections, riots, civil disturbances, arrests or restraints;
- (4) Any freezing, explosions, craterings, breakage of equipment, forced maintenance shutdown or inability to obtain materials or equipment which by the exercise of due diligence, such party would not have prevented or is unable to overcome;

- (5) Any orders of any court or government authority, which physically limit the use of the Dock Area; or
- (6) Any other reasonable causes, whether of the kind herein enumerated or otherwise not within the reasonable control of the party claiming suspension and which, by the exercise of due diligence, such party could not have prevented or is unable to overcome.

8.03 **Labor Disputes.** Notwithstanding anything to the contrary in this Article expressed or implied, the settlement of strikes, lockouts and other industrial disturbances will be entirely within the discretion of the party involved therein and such party may make settlement thereof at such time and on such terms and conditions as it may deem advisable and no delay in making such settlement will deprive such party of the benefit of Section 8.01.

8.04 **Claiming Relief.** A party claiming relief under this Article will not be entitled to the benefit of the provisions of Section 8.01 unless, as soon as reasonably possible relied upon after determining that the occurrence was in the nature of Force Majeure and would affect the claiming party's ability to observe or perform any of its covenants or obligations hereunder, the party claiming suspension gives to the other party notice to the effect that such party is unable, by reason of Force Majeure, to perform the particular covenants or obligations.

8.05 **Notice.** The party claiming suspension will give notice as soon as reasonably possible when the Force Majeure condition has been or will be remedied to the effect that the same has been remedied and that such party has resumed, or is then in a position to resume, the performance of the suspended covenants or obligations.

ARTICLE 9 PGE RIGHTS/MORTGAGEE RIGHTS

9.01 **PGE Rights.** PGE is retaining an nonexclusive, irrevocable easement for access and use of the Dock Area for the purposes of transferring fuel and petroleum products, construction, installation, encumbrances, access to and improvement or repair of the PGE Property, or any portion thereof, including without limitation, the Beaver Generating Plant and/or the Port Westward Generating Plant, and/or such portion of the PGE Property later subleased to any PGE Affiliate (for the purposes of this Agreement defined as any person or entity controlling PGE, under the control of PGE, under common control with PGE, or otherwise affiliated with PGE) and transfer of material and equipment, and ingress and egress to the Dock and Dock Access Area for the purposes of the Master Lease as amended (cumulatively "PGE Dock Easement Rights"). Such PGE Dock Easement Rights shall continue throughout the term of the Master Lease as amended, or any portion thereof, and for so long thereafter as PGE or any PGE Affiliate is leasing any portion of the PGE Property. PGE shall be responsible for its own expenses associated with the use of the Dock and to the proportionate extent of any property damage actually incurred and directly caused by PGE's use, but neither PGE nor any PGE Affiliate shall be subject to or responsible for any capital improvement obligations or any Dockage, Wharfage, or Tariff related charges with respect to the use of the Dock Area by PGE

and/or any PGE Affiliate. Notwithstanding the foregoing, to the proportionate extent that any use of the Dock Area by PGE or any PGE Affiliate is in excess of PGE's Dock Easement Rights PGE or the PGE Affiliate (as the case may be) shall be subject to such Dockage, Wharfage, and/or Tariffs as reasonably established by the Port and then in effect.

(1) **PGE Retained Equipment.** Notwithstanding anything to the contrary contained herein, PGE retains all right, title and interest in and to (a) the fire suppression equipment (but shall allow the Port and Cascade to use and maintain such fire suppression equipment; provided that the Port and Cascade each acknowledge and agree that PGE makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Dock or the fire suppression equipment, and that PGE shall not be responsible for any loss, damage or costs which may be incurred by the Port or Cascade Grain or any third party by reason of any such physical condition or with respect to any use and/or maintenance thereof), and (b) the existing fuel pipe and all associated loading and off-loading equipment, electrical lines, facilities and fittings.

(2) **PGE Exclusive Area.** PGE's Dock Easement Rights shall include, without limitation, the exclusive right of use by or on behalf of PGE and PGE's Affiliates of that portion of the Dock designated by PGE for such purposes (but subject to the reasonable approval of the Port which shall not be unreasonably withheld, conditioned or delayed), which area shall be at least One Thousand (1,000) square feet (the "PGE Exclusive Area") and the right to exclude others from the PGE Exclusive Area.

9.02 Mortgagee Rights. Each holder of a mortgage and beneficiary under a deed of trust encumbering Cascade's interest in the Sublease (the "Mortgagee") shall have the following rights under this Agreement:

(1) The Port shall deliver written notice of any default by Cascade to the Mortgagee.

(2) If Cascade defaults in the observance or performance of any covenant of this Agreement beyond any applicable cure or grace period referred to herein, the Port shall send written notice of such default to the Mortgagee at such address as the Mortgagee has designated by notice to the Port. Hereupon, the Mortgagee shall have an additional sixty (60) days within which to cure or remove such default, except that if such default cannot with diligence be cured within such sixty (60) day period, the Mortgagee shall have a reasonable time thereafter to effect a cure, provided that the Mortgagee proceeds promptly to cure the same and thereafter prosecute the curing of such default with diligence.

(3) The Port shall accept performance by a Mortgagee of any covenant, agreement or obligation of Cascade contained in this Agreement with the same effect as though performed by Cascade.

- (4) The Port shall not accept a termination of this Agreement by Cascade unless such termination is consented to in writing by the Mortgagee.
- (5) If this Agreement is terminated for any reason and such termination is not consented to in writing by the Mortgagee, or in the event of the rejection or disaffirmance of this Agreement pursuant to bankruptcy law or other law affecting creditor's rights, the Port shall enter into a new dock use agreement with the Mortgagee or any party designated by a Mortgagee, not less than ten (10) nor more than thirty (30) days after the request of a Mortgagee referred to below, for the remainder of the Term, upon all the terms and provisions contained in this Agreement, provided that such Mortgagee: (i) makes a written request to the Port for such new dock use agreement within ninety (90) days after the effective date of such termination, rejection or disaffirmance, as the case may be, and such written request is accompanied by a copy of the new dock use agreement, prepared at Mortgagee's expense, duly executed and acknowledged by the Mortgagee, or the party designated by the Mortgagee to be a party thereunder; (ii) cures all defaults that can legally, physically, and reasonably be cured by the Mortgagee or its agents; and (iii) pays to the Port all sums due and payable hereunder which would at the time of such execution and delivery be due and payable by Cascade under this Agreement but for such rejection, disaffirmance or termination, less net amounts received by the Port in the enforcement of this Agreement, if any. If the Mortgagee, or the party so designated by the Mortgagee, shall have entered into a new dock use agreement with the Port after the Mortgagee has cured defaults pursuant to this Section, then such new user shall not be responsible for any default of Cascade existing prior to the execution of such new dock use agreement as those defaults shall be deemed cured. The provisions of this Section shall survive the termination, rejection or disaffirmance of this Agreement, and shall continue in full effect thereafter to the same extent as if this Section were a separate and independent contract made by the Port, Cascade, and the Mortgagee, and from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new dock use agreement, a Mortgagee may use and enjoy the Cascade's rights under this Agreement without hindrance by the Port.

(6) This Agreement shall not be modified without the prior written consent of the Mortgagee and any modification without such consent shall be void and of no effect.

(7) Neither a Mortgagee, nor any other holder or owner of the indebtedness secured by a mortgage or deed of trust shall be liable upon the covenants, agreements or obligations of Cascade contained in this Agreement, unless and until a Mortgagee or such holder or owner becomes a party to this Agreement or any successor agreement hereto.

- (8) The Port and Cascade agree to cooperate in including in this Agreement by suitable amendment from time to time any provision that may reasonably be requested by a Mortgagee for the purpose of implementing any Mortgagee protection provisions contained in the Sublease and allowing such Mortgagee reasonable means to protect or preserve the lien of a Mortgage on the occurrence of a default under the terms of this Agreement; provided, however, that any such amendments shall not, in any way, (i) affect the term or the payments due hereunder or (ii) adversely affect the Port's rights hereunder in any material respect. The Port and Cascade each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment.

9.03 **Collateral Assignment.** Cascade shall be entitled to pledge, mortgage, and collaterally assign its interest under this Agreement to any Mortgagee.

9.04 **Estoppel Certificate.** The Port agrees to execute and deliver to Cascade, at any time and within twenty (20) days after written request, a statement certifying, among other things: (i) that this Agreement is unmodified and is in full force and effect (or if there have been modifications, stating the modifications); (ii) the dates to which Wharfage has been paid; (iii) whether or not Cascade is in violation of any of its obligations under this Agreement and, if so, specifying the nature of each such violation; and (iv) whether or not any event has occurred which, with the giving of notice, the passage of time, or both, would constitute such a violation by Cascade and, if so, specifying the nature of each such event. The Port shall also include in any such statement such other information concerning this Agreement as Cascade reasonably requests. The parties agree that any statement delivered pursuant to this section shall be deemed a representation and warranty by the Port which may be relied upon by Cascade and by potential or actual investors and lenders with whom Cascade may be dealing, regardless of independent investigation. If the Port fails to provide such statement within twenty (20) days after Cascade's written request therefor, the Port shall be deemed to have given such statement and shall be deemed to have admitted the accuracy of any information contained in the request for such statement.

ARTICLE 10 DEFAULT

10.01 **Cascade Events of Default.** It shall be a "Cascade Event of Default" hereunder if (a) Cascade fails to pay to any amount owed by it to the Port under this Agreement within 10 days following receipt of written notice from the Port specifying that such amount is past due, or (b) Cascade fails to comply with any other Cascade obligation in this Agreement within 30 days after written notice by the Port specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the 30-day period, it shall not be a Cascade Event of Default if Cascade commences correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

10.02 Port Events of Default. It shall be a "Port Event of Default" if the Port fails to comply with any obligation of the Port in this Agreement within thirty (30) days after written notice by Cascade specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the 30-day period, it shall not be a Port Event of Default if the Port commences correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

10.03 Port Remedies. Upon any Cascade Event of Default, the Port shall be entitled to make a claim against Cascade for its damages resulting therefrom. If Cascade fails to timely pay any amount due to the Port hereunder, in addition to any other remedies the Port may have hereunder, such amount shall accrue interest at the rate of twelve percent (12%) per annum from the date due until paid.

10.04 Cascade Remedies. Upon any Port Event of Default, Cascade shall be entitled to all remedies available to it under the law and equity, including making a claim for damages, injunctive relief, or specific performance.

ARTICLE II MISCELLANEOUS

11.01 Agreement Administration. The Port shall designate, in writing to Cascade, a representative to administer this Agreement on behalf of the Port.

11.02 Jurisdiction; Choice of Law. The laws of the State of Oregon shall govern the rights and obligations of the parties under this Agreement and the venue for any legal proceedings brought under this Agreement shall be in Columbia County, Oregon.

11.03 Severability. Any provision of this Agreement deemed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of this Agreement.

11.04 Time is of the Essence. Time is of the essence in the performance of and adherence to each and every covenant of this Agreement.

11.05 Nonwaiver. Waiver of strict performance of any provision of this Agreement by one or more parties shall not be deemed a waiver of any party's right to require strict performance of the same provision, or of any other provision, in the future.

11.06 Amendment. This Agreement shall not be amended or modified except by written agreement of the parties hereto.

11.07 Attorneys Fees. In any litigation arising out of this Agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation, including such attorney fees as the court may judge reasonable at trial and on any appeal or petition for review, including attorney fees and costs incurred in Bankruptcy Court.

11.08 Entire Agreement. This Agreement represents the entire agreement between the Port and Cascade relating to the subject matter hereof and shall supersede all

previous communications, representations or agreements, whether oral or written, between the parties hereto with respect to such matters. It is understood and agreed by the parties that neither party nor their respective agents or employees have made any representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other for, and such other party shall not be liable by reason of, the claimed breach of any representations or promises not expressly stated in this Agreement, any other oral agreement being expressly waived by both parties.

11.09 Notices. All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery, by overnight courier (such as Federal Express or UPS), or by placement in the United States mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

If to the Port, at:

Port of St. Helens
P.O. Box 598
St. Helens, OR 97051
Attn: Peter Williamson
Fax No. (503) 397-6924

With a copy to:

Harold L. Olson
Olson, Hoopes, L.L.C.
P.O. Box 973
1340 St. Helens Street
St. Helens, OR 97051
Fax No. (503) 397-4224

and to Cascade at:

Cascade Grain Products, LLC
Attn: Chuck Carlson
414 NW 214th Circle
Ridgefield, Washington 98642
Fax No. 360-887-1152

With a copy to:

Greenberg Traurig, LLP
Attn: George Lee
200 Park Avenue
New York, NY 10166
Fax No. (212) 801-6400

and to PGE at:

Portland General Electric Company
Property Services Department
Attn: Mike Livingston
1WTC0401, 121 SW Salmon Street
Portland, OR 97204
Fax No. (503) 464-2863

With a copy to:

Portland General Electric Company
Legal Department
Attn: General Counsel
1WTC1301, 121 SW Salmott Street
Portland, OR 97204
Fax No. (503) 464-2200

Any notice delivered by personal delivery or by overnight courier shall be conclusively deemed received by the addressee upon actual delivery; any notice delivered by mail as set forth in this Agreement shall be conclusively deemed received by the addressee on the third business day after deposit. The addressee to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

11.10 Limitation of Remedies. No party (including without limitation PGE) shall have any liability to any other party hereto with respect to any special, incidental, consequential, or punitive damages with respect to this Agreement, regardless of the nature of the claim or cause of action.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

PORT OF SEASIDE, an Oregon
municipal corporation

By: [Signature]
Name: Paul H. Piellman
Title: Port Director

CASCADE GRAIN PRODUCTS, LLC,
an Oregon limited liability company

By: [Signature]
Name: Charles Carlson
Title: CEO

For the limited purposes set forth in Section 1.06

PORTLAND GENERAL ELECTRIC
COMPANY, an Oregon corporation

By: [Signature]
Name: STEPHEN M. QUINN
Title: VICE PRESIDENT

SCHEDULE A

1.0 APPLICATION OF RATES

1.1 Basis. Except as otherwise provided, rates apply per barrel (42 gallons) of bulk ethanol corrected to 60 degrees Fahrenheit net.

1.2 Rates Are Specific. Rates provided for commodities in this Agreement are specific and may not be applied by analogy.

1.3 Insurance. Rates named in this tariff do not include insurance of any kind.

2.0 DOCKAGE RATES

2.1 Dockage rates will be assessed as follows except as otherwise provided.

| Length Overall in Meters | | Rate Per Docking Period |
|--------------------------|----------|-------------------------|
| Over | Not Over | |
| 0 | 107 | 1,704.00 |
| 107 | 114 | 1,614.00 |
| 114 | 122 | 1,730.00 |
| 122 | 130 | 1,970.00 |
| 130 | 137 | 2,188.00 |
| 137 | 145 | 2,359.00 |
| 145 | 152 | 2,501.00 |
| 152 | 160 | 2,941.00 |
| 160 | 168 | 3,161.00 |
| 168 | 175 | 3,430.00 |

2.2 Vessels Over 175 meters. For vessels with length overall greater than 175 meters, will be charged in accordance with the Port of Vancouver Tariff No. 5 or its Successor Tariff

EXECUTION COPY

2.3 **Half Day Dockage.** In computing dockage, halves of day only shall be considered, and dockage shall be assessed as follows:

- (1) 12 hours or less shall be charged one-half (1/2) of the full Dockage Period rate.
- (2) Over 12 hours, and not more than 24 hours, shall be charged the full Dockage Period rate.

3.0 WHARFAGE

3.1 **Ethanol Products Wharfage.** This Wharfage for Cascade shall be:

- (1) Cascade shall pay a per-barrel wharfage rate on ethanol shipments as follows:

Rates in Cents per Gallon, U.S. (158.97 Liters)

Volume - Barrels per Year

| From | Including | Rate |
|----------------------|-----------------|-----------------------|
| 1 - | 250,000 barrels | .081 cents per barrel |
| 250,001 - | 500,000 barrels | .071 cents per barrel |
| 500,001 - | 750,000 barrels | .061 cents per barrel |
| Over 750,000 Barrels | | .051 cents per barrel |

- (2) Cascade agrees to pay a minimum wharfage of \$75,000 each Agreement year except that for the initial Agreement year, which begins with the loading of the first liquid product barge, that is less than a calendar year in duration, the minimum annual guarantee shall be prorated in proportion to the duration of the Agreement year. At the end of each Agreement year, if Cascade has not met the minimum annual guarantee requirements for that Agreement year, Cascade shall pay the difference, within thirty (30) days after the end of that Agreement year.

EXECUTION COPY

Exhibit A

Legal Description
of the
Port Owned and PGE Leased Property

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 22; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1926.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.06 feet; thence North 25°05' West, 125.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1,409.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'56" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.10 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 450.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

EXECUTION COPY

EXECUTION COPY

Exhibit B

**Legal Description
of the
Benefited Property**

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.14 W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter, iron pipe, 2 feet above ground level, which marks the most easterly corner of an 129.17 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1149.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.41 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 42 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 606.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10607, attached hereto, which by reference thereto is made a part hereof.

RECORDED
INDEXED
COLUMBIA COUNTY

EXECUTION COPY

Exhibit C

Legal Description
of the
Dock Access Area

The coordinate controls (N-Northing, E-Easting) used for the descriptions in this project are as follows:

NAD 83(91) Oregon North Zone (Intl. Ft.)
NGVD 29(47)

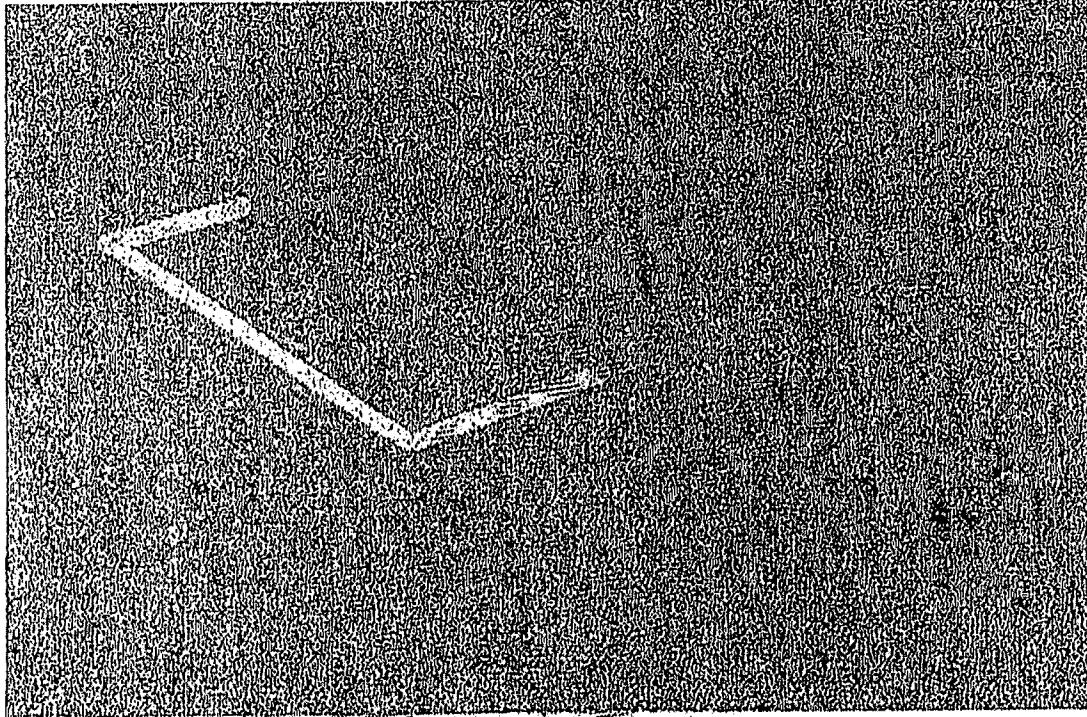
The dock access shall be from Exhibit H7 (Point 1) with coordinates N 928137.606, E 7523230.628 onto the dock running N 23d6'5.01" W a distance of 309.17', the dock turns and runs in a S 66d50'4.81" W a total length of 100.50' and runs S 22d42'4.72" E a distance of 147.49' back to shore to Exhibit H7 (Point 2) with coordinates N 927568.627, E 7522188.875.

EXHIBIT I-7A

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Exhibit D
Depiction
of the
Dock Access Area



Portland General Electric Company
To
Cascade Grain Products, LLC

Over and across a dock of variable widths, in Section 15, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, the centerline of which is described as follows:

Beginning at Point 1 as shown on Portland General Electric Company drawing B-10020, from which a 5/8" iron rod marking the most westerly corner of a 120.47 acre parcel of land described in deed dated May 9, 1974, recorded in Book 196, Page 122, Columbia County, Oregon deed records, bears S 23°34' 10" W, 2686.16 feet; thence N 22°53'01"W, 293.3 feet; thence S 67°12'29" W, 1179.5 feet; thence S 22°40'30" W, 414.3 feet to Point 2 as shown on said drawing B-10020, said Point 2 being the termination point of this centerline.

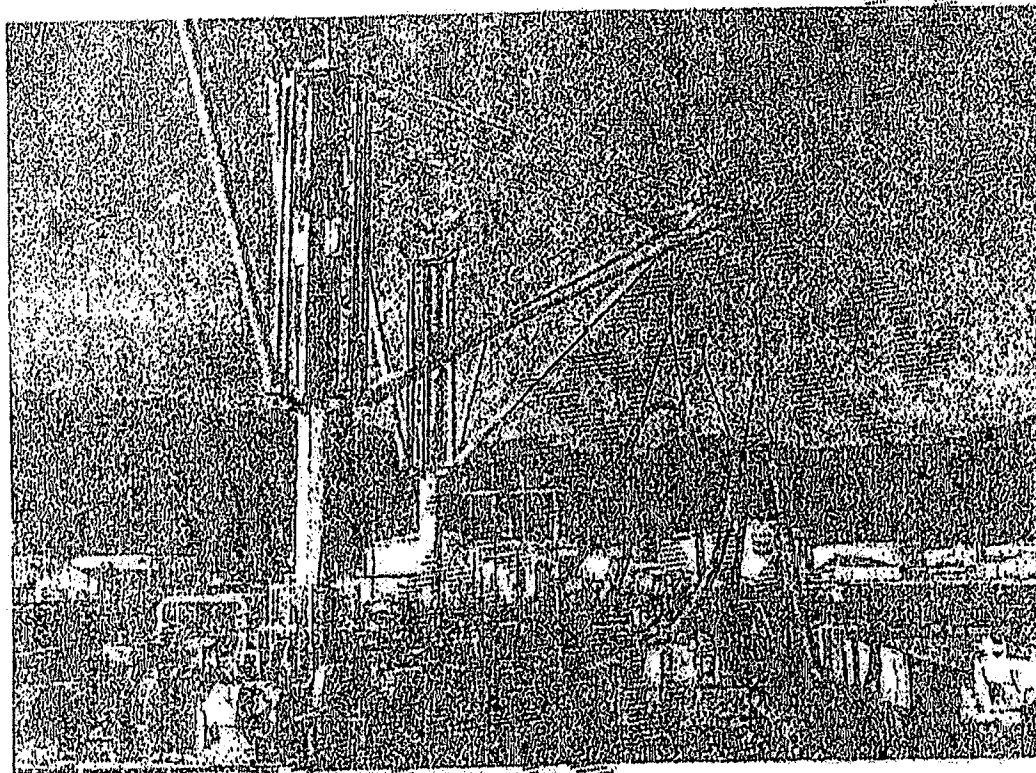
The bearings and distances shown in this description are based on Oregon State Plane Coordinates, (North Zone), NAD 83(91) and therefore are "Grid" bearings and distances.

SCANNED WITH
CAMERON
EXHIBIT D

EXECUTION COPY

Page 2 Exhibit D

Exhibit E
Cascade Improvements



Cascade will have a single lift with at least two hose lift arms, storage rack for the hoses and tie off ropes, and appropriate emergency and safety equipment

SSC
CRABROT

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AMENDMENT TO DOCK USE AGREEMENT

This Amendment is made, executed and effective as of this 14 day of September 2012 by and among the Port of St. Helens, a municipal corporation of the State of Oregon ("Port"), Cascade Kelly Holdings LLC, an Oregon limited liability company doing business as Columbia Pacific Bio-Refinery ("CPBR") and Portland General Electric Company, an Oregon corporation ("PGE");

RECITALS

- A. PGE, the Port and Cascade Grain Products LLC ("Cascade") were parties to that certain Dock Use Agreement dated and effective as of May 31, 2006 (the "Dock Agreement");
- B. CPBR assumed and was assigned the rights and obligations of Cascade under the Dock Agreement pursuant to that certain Asset Purchase Agreement (and all addenda thereto) dated December 23, 2009 between CPBR and Peter C. McKittrick in his capacity as the Trustee for Cascade under the United States Bankruptcy Code Chapter 7;
- C. CPBR, the Port and PGE now wish to amend Sections 1.03, 1.04, 2.10 and 3.08 of the Dock Agreement to clarify CPBR's rights thereunder;
- D. CPBR, the Port and PGE all understand, acknowledge and agree that this Amendment does not amend or in any way alter the respective rights and obligations as outlined in the Amended and Restated Sublease Agreement dated May 31, 2006 (the "Cascade Grain Sublease");

AMENDMENT

For good and valuable consideration, inclusive of the mutual benefit all parties derive from CPBR's use of the Port Westward site and their retention of full time employees thereon, the parties hereby agree that the term "Approved Products" as defined in section 1.03 of the Dock Agreement includes fuel and petroleum products produced or processed by CPBR's production facility with API gravity ranges of 30-44 degrees. The parties specifically acknowledge and agree that sections 1.04 ("Ethanol Transfer"), 2.10 ("Environmental Matters") and 3.08 ("Capital Reserve Account") are hereby amended to include any such proposed fuel and petroleum products produced or processed by CPBR's production facility, and that these sections specifically apply to any such proposed fuel and petroleum products as outlined herein. The parties further acknowledge that (A) CPBR is currently evaluating significant additional capital investment in and improvements to their facility to provide the optionality necessary to process fuel and petroleum products with API gravity ranges above 20 degrees through the Dock Area; and (B) if so requested by CPBR in the future, the parties will assess and review in good faith amending the Dock Agreement to include the materials referenced in clause (A) (with particular weight given to CPBR's safety, performance, and spill management history).

No other amendment or modification is made or intended to be made to the Dock Agreement, and the Dock Agreement, as modified hereby, is hereby affirmed and reaffirmed by the undersigned parties and shall remain in full force and effect.

Executed in multiple counterparts effective as of the 14 day of September 2012,

PG&E: PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation
By: Stephen M. Quenness DFW
Name: STEPHEN M. QUENNESS
Title: VICE PRESIDENT

PORT: THE PORT OF ST. HELENS, a municipal corporation of the State of Oregon
By: Robert Keyser
Name: Robert Keyser
Title: President

CPBR: CASCADE KELLY HOLDINGS LLC, an Oregon limited liability company
doing business as Columbia Pacific Bio-Refinery
By: Mark S. [unclear]
Name: MARK S. [unclear]
Title: CO-MANAGER

DUPLICATE ORIGINAL COPY

SECOND AMENDMENT TO DOCK USE AGREEMENT

This Amendment is made effective as of the 1ST day of October 2013 by and among the Port of St. Helens, a municipal corporation of the State of Oregon ("Port"), Cascade Kelly Holdings LLC, an Oregon limited liability company doing business as Columbia Pacific Bio-Refinery ("CPBR") and Portland General Electric Company, an Oregon Corporation ("PGE").

RECITALS

- A. PGE, the Port and Cascade Grain Products LLC ("Cascade") were parties to that certain Dock Use Agreement dated and effective as of May 31, 2006, and as amended on September 7th, 2012 (the "Dock Agreement").
- B. CPBR assumed and was assigned the rights and obligations of Cascade under the Dock Agreement pursuant to that Asset Purchase Agreement (and all addenda thereto) dated December 23, 2009 between CPBR and Peter C. McKittrick in his capacity as the Trustee for Cascade under the United States bankruptcy Code Chapter 7. On February 15, 2013, Global Partners, LP acquired CPBR.
- C. CPBR, the Port and PGE now wish to amend Section 3.07 of the Dock Agreement and replace Schedule A of the Dock Agreement to reflect the Port of St. Helens Tariff No. 1 in lieu of Port of Vancouver Terminal Tariff No. 5; Section 3.08 of the Dock Agreement to reflect CPBR responsibility associated with Capital Improvements.
- D. CPBR, the Port and PGE all understand, acknowledge and agree that this Amendment does not amend or in any way alter the respective rights and obligations as outlined in the Amended and Restated Sublease Agreement dated May 31, 2006 (the "Cascade Grain Sublease").

AMENDMENT

Section 3.07 DOCKAGE RATES. Dockage payable on account of the use of the Dock Area shall be set forth in the Port of St. Helens Tariff No. 1 effective October 1, 2013, a copy of which is attached hereto as Schedule A, as such tariff may be revised or replaced from time to time by the Port. If the dockage rate ever ceases to be published or assessed in the Tariff, Dockage rates payable under this Agreement shall be the fair market Dockage rate payable for the use of the Dock Area. The Port and CPBR shall meet as soon as practicable after the Dockage rate ceases to be published or assessed to determine the new Dockage rate. If after thirty (30) days of good faith negotiations the parties cannot agree on an appropriate Dockage rate, the matter shall be submitted to arbitration pursuant to the methodology established in Section 4.04 below.

Section 3.08 CAPITAL RESERVE ACCOUNT. A Capital Reserve account will be held by the Port with an accounting to all participants on an annual basis and shall only be used to pay for the costs of Capital Improvements (as defined in Section 2.09). All funds in the Capital Reserve Account, including any interest thereon, shall be the property of the Port and the Port shall be responsible for payment of all tax imposed thereon. If the Port permits any vessels other than Cascade Vessels and PGE vessels to berth at the Dock Area, it shall collect from such vessels a fee and promptly deposit such amount into the Capital Reserve Account. The Port shall cause all parties then using the Dock Area to meet during the first three calendar months of each year (at a time and place reasonably selected by the Port), to identify needed Capital Improvements for the upcoming year, to review the amount in the Capital Reserve Account, and to reasonably

determine whether any increase in the amount held in the Capital Reserve Account is necessary to pay for the anticipated Capital Improvements.

No other amendment or modification is made or intended to be made to the Dock Agreement, and the Dock Agreement, as modified hereby, is hereby affirmed and reaffirmed by the undersigned parties and shall remain in full force and effect.

Executed in multiple counterparts effective as of the 1st day of October 2013.

PGE

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation

By: _____

Name: _____

Its: _____

CASCADE

CASCADE KELLY HOLDINGS LLC, an Oregon limited liability company doing business as Columbia Pacific Bio-Refinery

By: _____

Name: _____

Its: _____

THE PORT

THE PORT OF ST. HELENS, a municipal corporation of the State of Oregon

By: Patrick B. Trapp

Name: PATRICK B. TRAPP

Its: EXECUTIVE DIRECTOR

THIRD AMENDMENT TO DOCK USE AGREEMENT

This Third Amendment to Dock Use Agreement (this "Amendment") is made effective as of the 17th day of March, 2016 (the "Effective Date") by and among the Port of St. Helens, an Oregon municipal corporation (the "Port"), Cascade Kelly Holdings, LLC, an Oregon limited liability company ("CPBR") and, Portland General Electric Company, an Oregon corporation ("PGE").

RECITALS

A. PGE, the Port and Cascade Grain Products LLC ("Cascade") were parties to that certain Dock Use Agreement dated and effective as of May 31, 2006, and as amended on September 7, 2012 and October 1, 2013 (the "Dock Use Agreement").

B. CPBR assumed and was assigned the rights and obligations of Cascade under the Dock Use Agreement pursuant to the Asset Purchase Agreement (and all addenda thereto) dated December 29, 2009 between CPBR and Peter C. McKittrick in his capacity as the Trustee for Cascade under the United States bankruptcy Code Chapter 7. On February 15, 2013, Global Partners LP acquired CPBR.

C. CPBR has permitted and is funding, in concert with the Port, an expansion of the Beaver Dock (the "Dock") to restore Berth 1 (located at the upstream section of the Beaver Dock). The Port and CPBR have reviewed the proposed plans for upgrades needed to put Berth 1 back into active service and enable CPBR to use Berth 1 for its intended operations, use Berth 1 simultaneously with Berth 2, and to improve the infrastructure at Port Westward.

D. The Port and PGE are parties to that certain lease dated August 1, 1967 ("PGE Master Lease"), as amended, that provides PGE with certain access and use rights with respect to the Dock.

E. Any capitalized terms that are not defined herein have the meaning given in the Dock Use Agreement or the PGE Master Lease.

AGREEMENT

1. For good, fair and valuable consideration, the receipt and sufficiency of which is acknowledged, the Port, PGE and CPBR agree that CPBR shall have first priority for Berth 1 assignments and use (as defined below) for the next fifteen (15) years from the date that Berth 1 is officially completed and able to accommodate and load vessels, as shall be mutually determined in good faith by the Port and CPBR, unless otherwise extended by mutual agreement by the parties. Such first priority grants CPBR the right to fully utilize Berth 1 for 250 days per calendar year, averaging about 20 days per month, while preserving for users other than CPBR six (6) thirty-six (36) hour periods for each month for Berth 1. After 15 years, CPBR will retain a priority use of Berth 1 and the parties will negotiate in good faith the minimum number of berth days taking into account CPBR's use over the prior five (5) years, but in no event will CPBR have less than 180 berth days per year.

Berth 1 is that portion of the Beaver Dock specifically delineated as such on Exhibit

A attached hereto, but specifically excludes any piping, loading equipment or other operational equipment attendant thereto, which shall remain the personal property of CPBR or third parties, as the case may be.

2. To the extent that CPBR does not have vessels scheduled or contracted for Berth 1, the Port may arrange for other entities to utilize Berth 1 in a manner that preserves CPBR's priority use for Berth 1.

(a) CPBR will regularly provide to the Port CPBR's anticipated schedule of vessel calls at Berth 1. CPBR will update the schedule with the Port on a regular basis. The Port, after good faith consultation with CPBR, shall establish a commercially reasonable schedule and deadline for nomination procedures at Berth 1, in accordance with industry standards. In the event CPBR or any other party, in accordance with Port nomination procedures, nominates the same days, CPBR's nomination shall have priority.

(b) The Port will take commercially reasonable efforts to schedule vessels at Berth 2 before scheduling or contracting vessels to call at Berth 1.

(c) The Port will establish a Berth Window for other entities using Berth 1 to set the duration of the permitted use of Berth 1 on the vessel's call and will communicate the Berth Window to the dock user and vessel interests as well as to CPBR. In setting such Berth Window, the Port must ensure that such window commences no less than 12 hours after the scheduled departure of any vessel nominated by CPBR and concludes no less than 12 hours before the arrival of any vessel nominated by CPBR.

(d) In the event the other entity's vessel fails to vacate Berth 1 at or prior to conclusion of the Berth Window, the Port shall order such vessel to vacate Berth 1 within no more than 8 hours following notice. If either the Port or CPBR incurs demurrage due to either CPBR or another entity's failure to vacate Berth 1, the entity causing such demurrage shall pay to the Port or other economically injured party that amount equal to the demurrage directly incurred as a result of such failure to vacate.

(e) The Port will provide notice of CPBR's priority use rights for Berth 1 in the applicable Port of St. Helen's Tariff and in the Port's Berth Application. The Tariff and Berth Application notice must include notice that (i) failure to vacate Berth 1 for any reason following notice to vacate after expiration of the assigned Berth Window is a breach of the berth agreement formed under the Berth Application and Tariff, and (ii) Any ocean-going vessels using or scheduled to use a Port berth shall be in compliance with the United States Coast Guard (USCG), United States Customs and Border Patrol, or other governmental agency's rules and regulations. If at any time, while at berth, a vessel is determined by the USCG to be in noncompliance or substandard, or if the cargo operation is interrupted or ordered-to-stop by the USCG authorities or other government entity (including state or local authorities as well as court or administrative orders), the vessel/owner(s)/operator(s) shall be liable for all consequential delays, damages, and costs, and the Port shall have the right to order the vessel to vacate the berth if the cargo operation has not resumed within 2 hours from the time stopped. If at any time, prior to the vessel's berthing, it is determined by the USCG that the vessel is deficient, the vessel's agent/master/owner(s)/operator(s) shall immediately notify the Port indicating the nature of the

deficiency so determined. Depending on the deficiency's potential impact on the cargo operation, the Port shall have the right to reject or void the vessel's Berth Application notice or reservation until the deficiency is corrected or otherwise acceptable to the USCG/Captain of the Port. Principles of Force Majeure do not excuse or relieve a breach or the failure to vacate. The Port may provide in the Tariff a right to collect from any entity or any vessel for demurrage incurred due to failure of any vessel to vacate a Berth as ordered.

(f) The Port will provide notice of CPBR's priority use rights for Berth 1 in any agreements or licenses granted to other shippers, operators or users ("Dock User") who will nominate or cause vessels to berth at the Dock. This notice must include a provision in the Dock User's contract stating substantially the following: The Port has entered into a Dock Use Agreement providing first priority berth use rights to Cascade Kelly Holdings, LLC (CPBR) for Berth 1. Any vessel assigned to Berth 1 to load or discharge cargo or for any other reason under Dock User's agreement with the Port will be given a berth window (Berth Window) within which to complete cargo or other operations and depart the berth. Dock User must exercise commercially reasonable vetting of the nominated vessel to determine whether it is in acceptable condition to carry out the functions for which it is being nominated to berth at Berth 1. Should any vessel nominated by or on behalf of Dock User fail to complete cargo operations and depart Berth 1 within the Berth Window, the Port may order the vessel to vacate Berth 1. If the vessel then fails to vacate Berth 1 within 8 hours after the Port's order to vacate, Dock User agrees that this constitutes a breach of Port Tariff and this Use Agreement. On such breach, the Dock User may become liable for damages suffered by CPBR in being denied its priority use rights to Berth 1. Such damages may include payment of vessel demurrage CPBR becomes obligated to pay, to include vessels CPBR has nominated to Berth 1 and other damages resulting from interruption or delay in CPBR use of Berth 1, all without prejudice to Dock User's rights to recover any such damages from the vessel it nominated to Berth 1.

(g) Notwithstanding the above Section 2 (f) CPBR may also be liable for demurrage for failure to complete cargo operations and depart Berth 1 within its designated Berth Window.

3. CPBR's wharfage rate for use of Berth 1 shall be reduced to 70% of the then applicable Port of St. Helens' Tariff. These wharfage rates will apply for five years beginning the date the first vessel commences loading at Berth 1 by CPBR.

4. CPBR shall pay the Port a minimum wharfage. CPBR, on a monthly basis, shall accrue a minimum combined wharfage of \$25,000 for Berth 1 and Berth 2 for a total of \$300,000 ("Annual Minimum Wharfage Payment Requirement"). At the end of each Fiscal Year (July-June), the Port shall true-up all wharfage payments by CPBR to the Port. If CPBR's Annual Minimum Wharfage Payment Requirement has not been achieved, CPBR shall pay to the Port any shortage within 30 days upon demand.

5. In the event PGE transfers or assigns ownership of any of its tanks associated with PGE's Beaver generating facility, any assignment or transfer of the PGE Dock Easement Rights shall be subject to review and approval by the Port, which approval shall not be unreasonably withheld or denied.

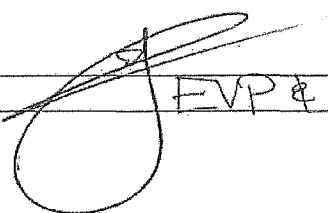
6. This Amendment relates to the reconstruction and use of a newly repaired and constructed Berth 1 and does not otherwise modify the Dock Use Agreement. This Amendment does not, and shall not be construed to alter or limit PGE's rights to access and use the Dock and Dock Area under the Dock Use Agreement and the PGE Master Lease. This Amendment does not interfere with the Port's right to access Berth 1 in connection with repairs and maintenance that the Port may conduct in connection with maintaining and operating the Dock, provided that, in conducting such activities, the Port shall use reasonable efforts to minimize interference with CPBR's priority use of the Dock and without interfering with CPBR's rights as set forth herein. Except as expressly amended by this Amendment, the Dock Use Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

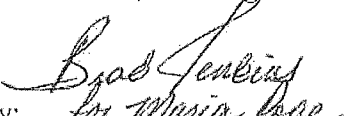
PORT OF ST. HELENS, an Oregon municipal corporation

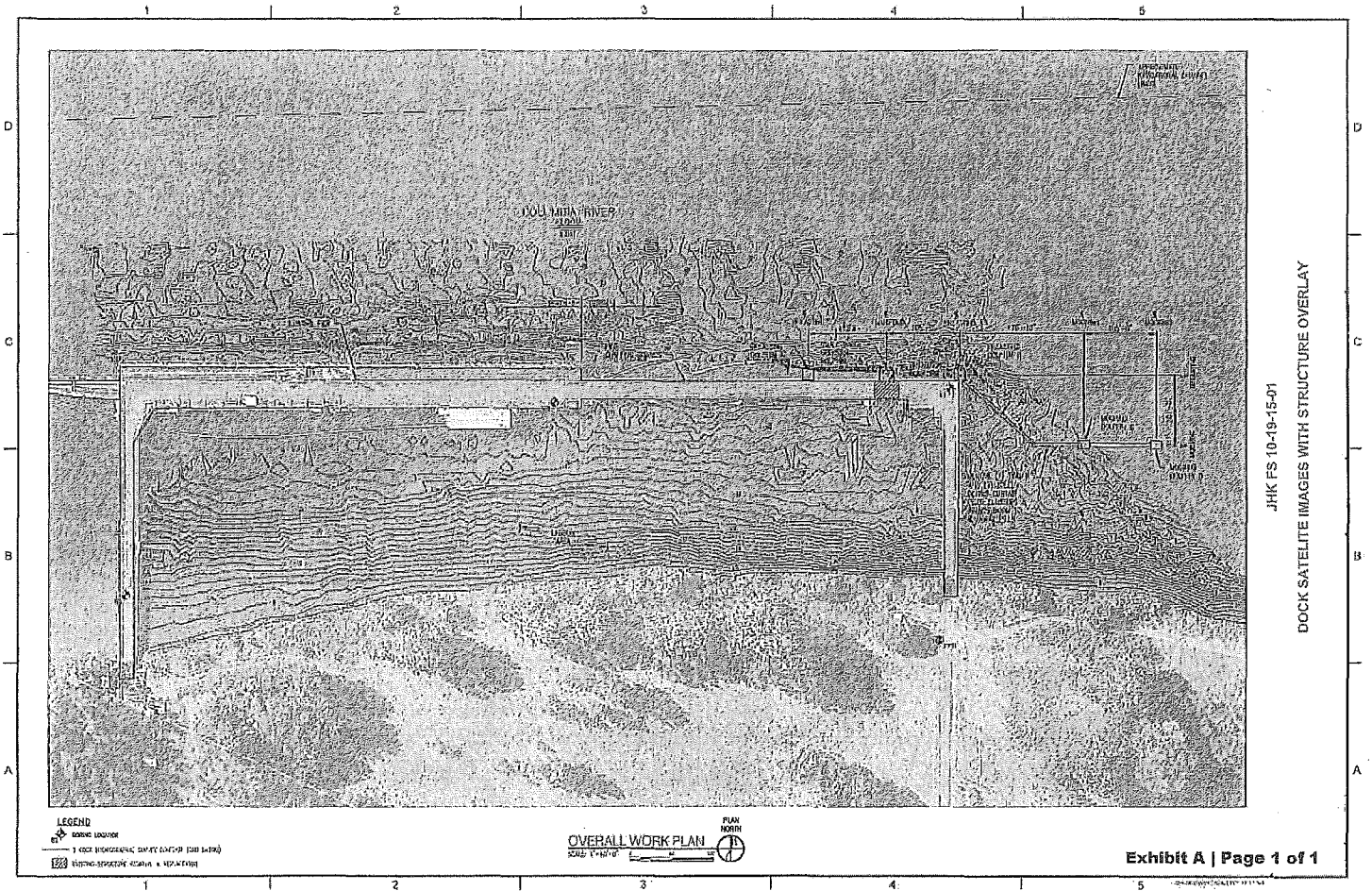
By: 
Its: EXECUTIVE DIRECTOR

CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company

By: 
Its: FVP & CO

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation DFW

By: 
Its: for Maria Pope
Maria Pope
Senior Vice President, Power Supply & Operations and Resource Strategy



**Exhibit A4
Expansion Plan**

The following page sets forth a depiction of the Expansion Area.

See attached

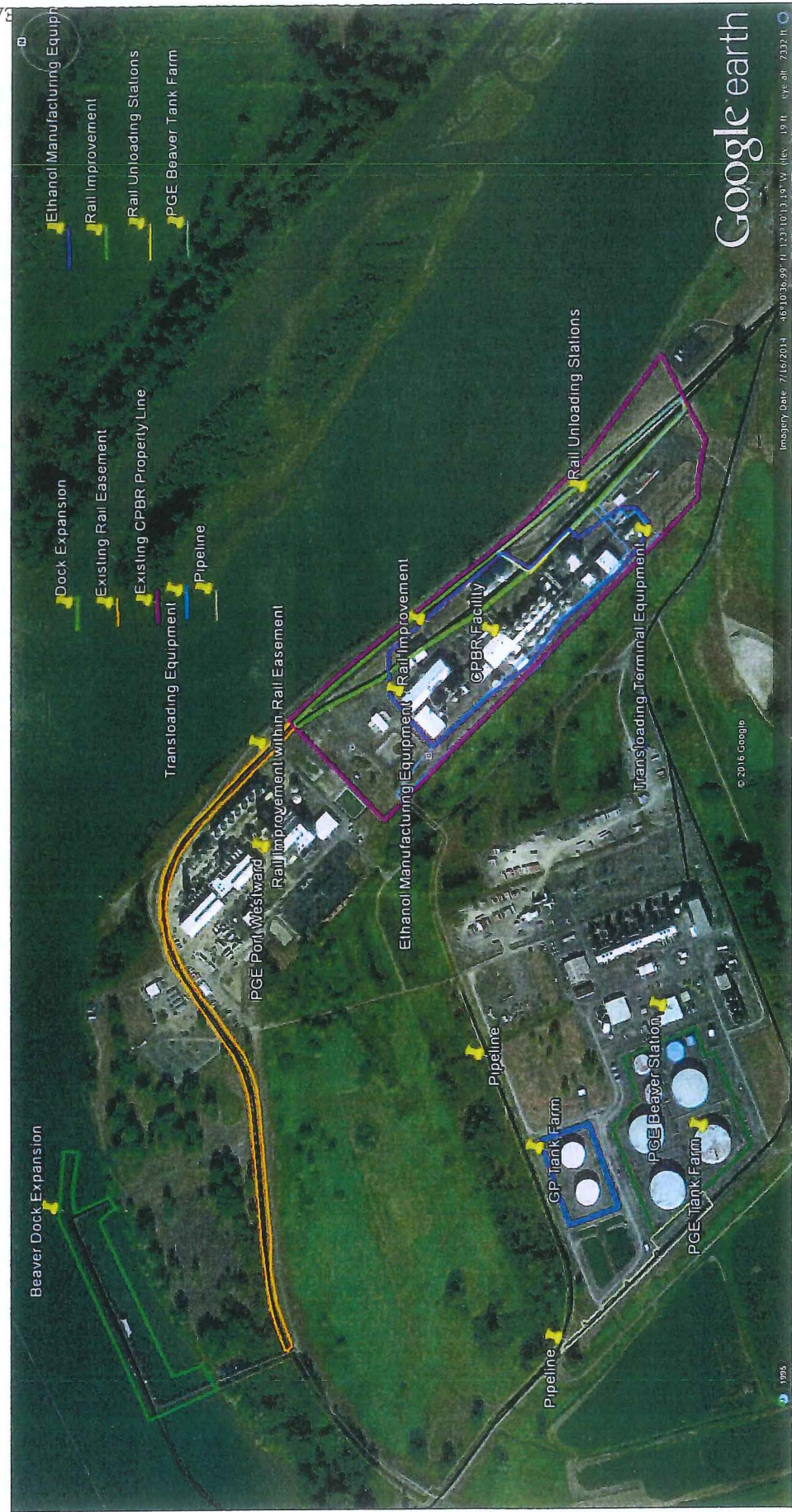


Exhibit B5
Legal Description of Real Property owned by PGE

See attached

EXHIBIT B5

Legal Description of Real Property owned by PGE

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

Amended Exhibit B6
Legal Description of Real Property owned by Cascade
(effective upon closing of the transactions contemplated by the Tank Purchase Agreement)

See attached

Amended Exhibit B6

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29'13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

Exhibit F1(A)

FIRST AMENDMENT TO
ROAD EASEMENT AGREEMENT

This FIRST AMENDMENT TO ROAD EASEMENT AGREEMENT ("*Amendment*") is made effective as of the ___ day of _____, 2017, between the PORT OF ST. HELENS, an Oregon municipal corporation ("*Port*"), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("*PGE*"), and CASCADE KELLY HOLDINGS LLC, LLC, an Oregon limited liability company ("*CPBR*").

RECITALS:

A. The Port and PGE are parties to a certain Lease dated August 1, 1967, as amended, between the Port and Westward Properties (said tenant's interest of Westward Properties was subsequently assigned to PGE) (collectively, the "*Master Lease*") whereby the Port leased to PGE that certain real property in Columbia County, Oregon, commonly known as Port Westward (the "*PGE Leased Premises*").

B. Pursuant to that certain Amended and Restated Sublease by and between PGE and Cascade Grain Products, LLC ("*Cascade*") dated as of the 31st day of May, 2006 (the "*Original Sublease*"), PGE subleased to Cascade a portion of the PGE Leased Premises (the "*Subleased Premises*") on which Cascade subsequently developed an ethanol production and terminaling facility (the "*Ethanol Facility*"). The Sublease was subsequently converted into a direct lease from PGE to Cascade, with PGE retaining certain enforcement rights pursuant to Section 3.2 of the Amendment of Lease by PGE and the Port effective May 31, 2006 (the "*Amendment to PGE Master Lease*").

C. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

D. The Original Sublease was amended by that certain Amendment of Amended and Restated Sublease dated as of March 19, 2007 (the "*First Amendment*"), that certain Second Amendment of Amended and Restated Sublease dated as of August 1, 2016, (the "*Second Amendment*") and that certain Third Amendment of Amended and Restated Sublease dated as of the date hereof (the "*Third Amendment*"), each by and amongst CPBR, the Port and PGE. The Original Sublease, as amended by the First Amendment, the Second Amendment, the Third Amendment and as may be further amended or modified are collectively referred to herein as the "*Sublease*".

E. In connection with the Original Sublease, PGE, Cascade and the Port entered into that certain Road Easement Agreement dated as of May 31, 2006 (the "*Original Easement*"), a copy of which is attached to the Original Sublease as Exhibit F1 thereto, and that certain Memorandum of Road Easement recorded on June 8, 2006, in Fee Number 2006-007496, Deed Records, Columbia County, Oregon (the "*Memorandum of Easement*").

F. In connection with the Third Amendment, CPBR, the Port and PGE have agreed to amend the Original Easement and the Memorandum of Easement on the terms and conditions set forth in this Amendment.

AGREEMENTS:

For good, fair and valuable consideration, the receipt and sufficiency of which is acknowledged, the Port, PGE and CPBR agree as follows:

1. **Burdened Property.** Recital A of the Original Easement, together with Exhibit A and Exhibit B of the Original Easement referenced therein, is hereby deleted and the following (including Exhibits A and Exhibits B to this Amendment) is inserted in lieu thereof:

“A. *The Port owns and leases to PGE that certain land located in Columbia County, Oregon which is legally described on Exhibit A attached to and made a part of this Agreement, and PGE owns that certain land located in Columbia County, Oregon legally described on Exhibit B attached to and made a part of this Agreement (together, the land described on Exhibits A and B, less the Benefitted Property as described below, is the “Burdened Property”).*”

2. **Benefitted Property.** Recital B of the Original Easement, together with Exhibit C of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit C-1 and Exhibit C-2 to this Amendment) is inserted in lieu thereof:

“B. *Cascade Grain Products, LLC (“Cascade”) has entered into a sublease with PGE dated as of the 31st day of May, 2006 (as amended from time to time, the “Sublease”), which Sublease was subsequently converted into a direct lease from PGE to Cascade. Cascade Kelly Holdings, LLC (“CPBR”) assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7. Pursuant to the sublease, CPBR now leases the land located in Columbia County, Oregon, that is legally described on Exhibit C-1 attached to and made a part of this Agreement from the Port, and CPBR owns that certain land located in Columbia County, Oregon legally described on Exhibit C-2 attached to and made a party of this Agreement (together, the land described on Exhibits C-1 and C-2 is the “Benefitted Property”).*”

3. **Memorandum of Easement.** Section 16 of the Original Easement, together with Exhibit F of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit F to this Amendment) is inserted in lieu thereof:

“16. *Short Form Memorandum of Agreement. At the request of any party, the Port, PGE and CPBR shall promptly execute and record, at the cost of the requesting party, an amended and restated short form memorandum of this Agreement in the form attached hereto as Exhibit F.*”

4. **Cascade.** Except as set forth in Recital B of the Original Easement (as amended by this Amendment), all references in the Original Easement to “Cascade” shall be deleted and “CPBR” shall be inserted in lieu thereof.

5. **Counterparts.** This Amendment may be executed in counterparts; each when considered together shall be deemed on document.

6. **Miscellaneous.** Except as otherwise modified by this Amendment, the Original Easement shall remain in full force and effect.

The Port, PGE and CPBR have executed and delivered this Amendment as of the date stated above.

PORT OF ST. HELENS, an Oregon municipal
corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon
limited liability company

By _____
Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**, an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

**Legal Description
of the
Port Owned and PGE Leased Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South, 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North, 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Owned Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

**Legal Description
of the
Port Owned and CPBR Leased Property**

See attached

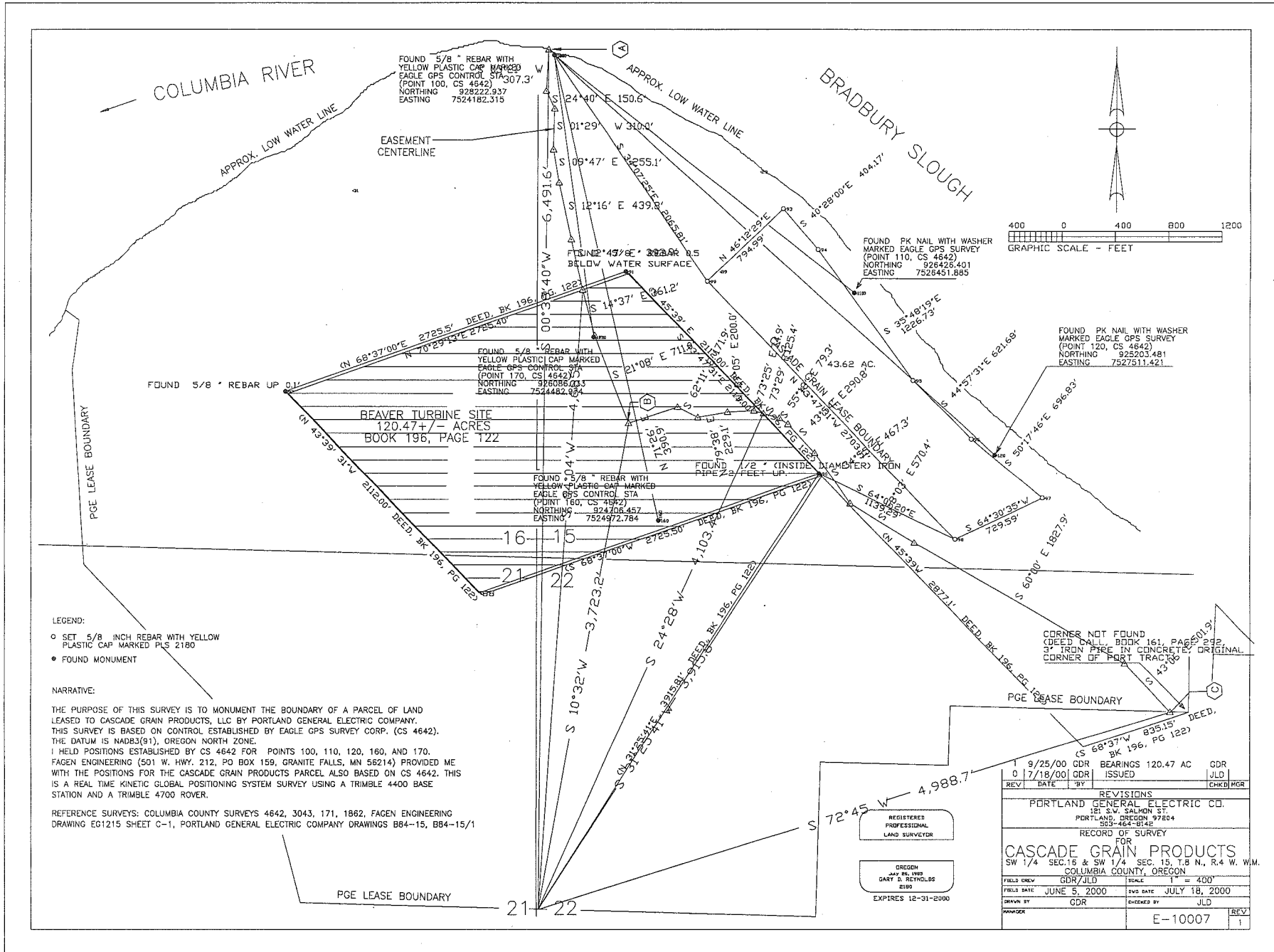
EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCOE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto, which by reference thereto is made a part hereof.



LEGEND:
 ○ SET 5/8" INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 ● FOUND MONUMENT

NARRATIVE:
 THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.
 1 HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170. FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 56214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.
 REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS B84-15, B84-15/1

REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 JAY R. HED
 DARY D. REYNOLDS
 2189
 EXPIRES 12-31-2000

| | | | | |
|--|--------------|------------|--------------------|-------|
| 1 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR |
| 0 | 7/18/00 | GDR | ISSUED | JLD |
| REVISIONS | | | | |
| PORTLAND GENERAL ELECTRIC CO. 121 S.W. SALMON ST. PORTLAND, OREGON 97204 903-464-6142 | | | | |
| RECORD OF SURVEY | | | | |
| FOR | | | | |
| CASCADE GRAIN PRODUCTS | | | | |
| SW 1/4 SEC. 15 & SW 1/4 SEC. 15, T. 8 N., R. 4 W. W.M., COLUMBIA COUNTY, OREGON | | | | |
| FIELD CREW | GDR/JLD | SCALE | 1" = 400' | |
| FIELD DATE | JUNE 5, 2000 | SVG DATE | JULY 18, 2000 | |
| DRAWN BY | GDR | CHECKED BY | JLD | |
| PLANNER | | | E-10007 | REV 1 |

EXHIBIT C-2

**Legal Description
of the
CPBR Owned Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29'13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT F

Memorandum of Agreement

WHEN RECORDED RETURN TO:
Cascade Kelly Holdings, LLC
c/o Global Companies LLC
800 South Street
Suite 500
Waltham, MA 02453
Attn: Sean T. Geary

SPACE ABOVE THIS LINE
RESERVED FOR
RECORDER'S USE ONLY

**AMENDED AND RESTATED
MEMORANDUM OF ROAD EASEMENT**

THIS AMENDED AND RESTATED MEMORANDUM OF ROAD EASEMENT AGREEMENT ("*Memorandum*") is made as of the ____ day of ____, 2017 between the PORT OF ST. HELENS, an Oregon municipal corporation, (the "*Port*"), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("*PGE*"), and CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company ("*CPBR*").

RECITALS

This Memorandum amends and restates in its entirety that certain Memorandum of Road Easement Agreement recorded on June 8, 2006, in Fee Number 2006-007496, Deed Records, Columbia County, Oregon (the "*Original Memorandum of Easement*").

The Port owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit A ("*Port Property*"), which Port Property is leased to PGE pursuant that certain Lease Agreement between the Port and Westward Properties, Inc., dated August 10, 1967 (as amended from time to time, the "*Lease*"), which Lease was assigned to PGE pursuant to an Assignment dated June 6, 1973.

PGE owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit B ("*PGE Property*").

The Port owns that certain real property located in Columbia County, Oregon, which is legally described on the attached Exhibit C-1 (the "*Additional Port Property*"), which Additional Port Property is leased to CPBR pursuant to that certain Sublease between the Port, PGE and Cascade Grain Products, LLC ("*Cascade*") dated as of the 31st day of May, 2006 (as it may be amended from time to time, the "*Sublease*"), which Sublease was subsequently converted into a

direct lease from PGE to Cascade. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

CPBR owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit C-2 ("*CPBR Property*") and, together with the Additional PGE Property, the "*Benefited Property*").

Together, the Port Property and the PGE Property, less the Benefited Property, are the "*Burdened Property*".

The Port, PGE, and CPBR, as successor in interest to Cascade, have entered into that certain Road Easement Agreement dated as of May 31, 2006, as amended by that certain First Amendment to Road Easement Agreement dated as of the date of the Memorandum (the "*Agreement*"), pursuant to which the Port and PGE have granted to CPBR an easement (the "*Easement*") to install, construct, use, access, maintain, repair, and replace roads for vehicular ingress and egress over and in those portions of the Burdened Property which are legally described on the attached Exhibit D and depicted on the attached Exhibit E ("*Road Access Area*").

The Easement is non-exclusive and irrevocable, commencing on the commencement date as described in the Sublease and expiring August 1, 2066, subject, however, (1) to earlier termination upon the occurrence of an event of default by CPBR and the exercise by the Port of its right to terminate the Sublease as described in the Sublease.

AGREEMENT

NOW, THEREFORE, the Port, PGE, and CPBR make this Memorandum to set forth certain provisions of the Agreement. Reference is made to the Agreement for a full statement of the terms and conditions of the Agreement, all of which are hereby incorporated by reference.

IN AGREEMENT, the Port, PGE, and CPBR have executed this Memorandum as of the date first above written.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company

By _____
Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**, an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

**Legal Description
of the
Port Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South, 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North, 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29'13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

**Legal Description
of the
Additional Port Property**

See attached

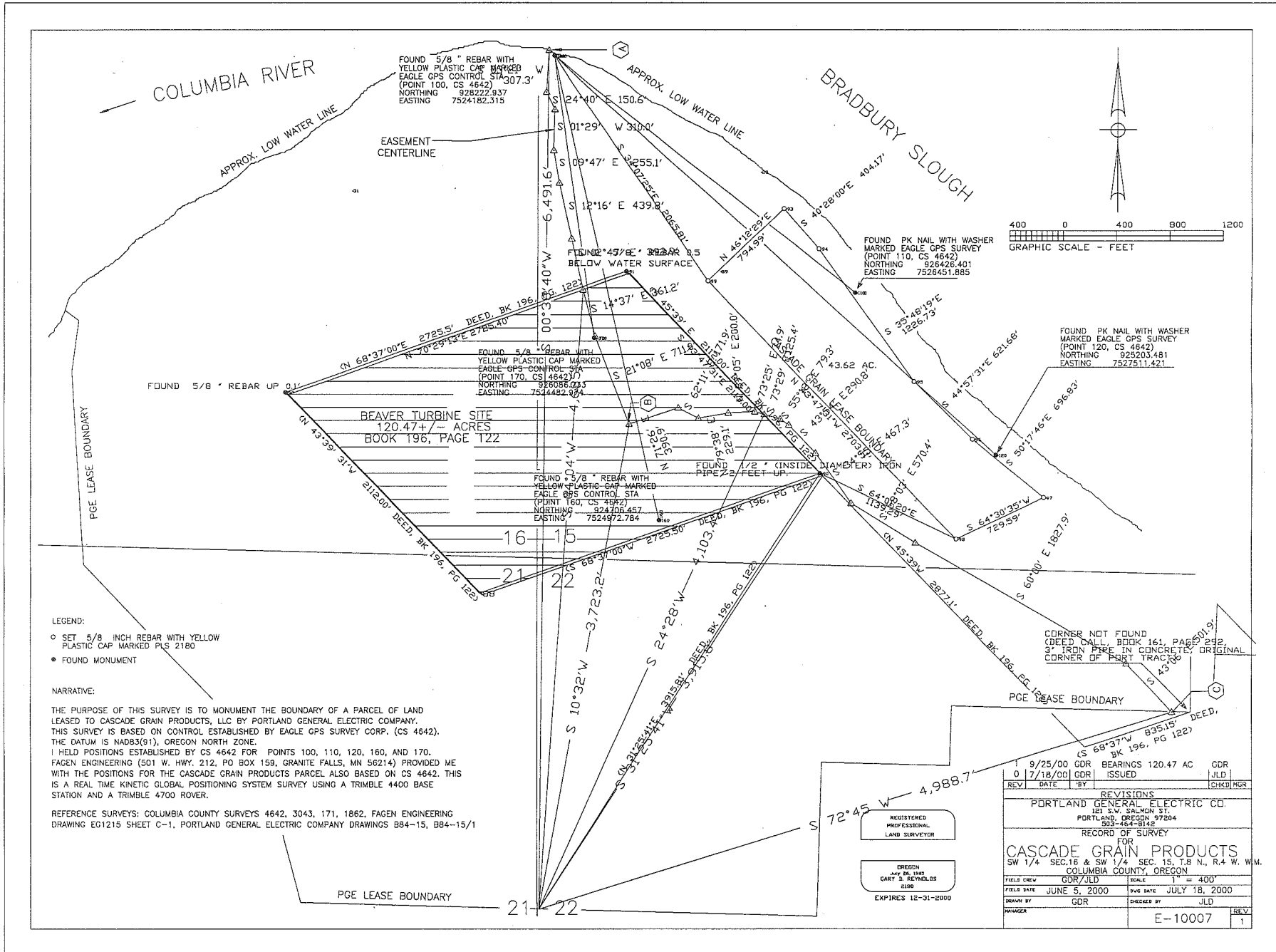
EXHIBIT C-f

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto, which by reference thereto is made a part hereof.



LEGEND:
 ○ SET 5/8" INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 ● FOUND MONUMENT

NARRATIVE:
 THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.
 1 HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170. FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 56214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINETIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.
 REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS 884-15, 884-15/1

REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 GARY S. REYNOLDS
 2180
 EXPIRES 12-31-2000

| | | | | |
|--|--------------|------------|--------------------|-------|
| 1 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR |
| 0 | 7/18/00 | GDR | ISSUED | JLD |
| REVISIONS | | | | |
| PORTLAND GENERAL ELECTRIC CO. 121 S.W. SALMON ST. PORTLAND, OREGON 97204 503-484-8142 | | | | |
| RECORD OF SURVEY FOR CASCADE GRAIN PRODUCTS SW 1/4 SEC.16 & SW 1/4 SEC. 15, T.8 N., R.4 W. W.M. COLUMBIA COUNTY, OREGON | | | | |
| FIELD CREW | GDR/JLD | SCALE | 1" = 400' | |
| FIELD DATE | JUNE 5, 2000 | DATE | JULY 18, 2000 | |
| DRAWN BY | GDR | CHECKED BY | JLD | |
| MANAGER | | | E-10007 | |
| | | | | REV 1 |

EXHIBIT C-2

**Legal Description
of the
CPBR Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29'13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT D

**Legal Description
of the
Road Access Area**

See attached



CAGP0000-0001
DGH
8/2/05

Exhibit D
Legal Description for Roadway Access
Between Cascade Grain Products, LLC and
Portland General Electric Company

Situated in the Southeast Quarter of Section 16, Southwest Quarter of Section 15, Northeast Quarter of Section 21 and the Northwest Quarter of Section 22 all in Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, and lying 17.50 feet to the left and 17.50 feet to the right of the following described centerline:

Beginning at a point (North 923971.457, East 7529658.648) located South 88° 30' 47" East, a distance of 5562.18 feet and North 01° 29' 13" East, a distance of 2328.92 feet from the East Quarter Corner of Section 21, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, and running thence North 81° 11' 00" West, a distance of 100.00 feet (Point "A") to the beginning of a tangent 1100.00 foot radius curve to the right; thence on the said curve through a central angle of 17° 11' 00" (the long chord of which bears North 72° 35' 30" West, a distance of 328.66 feet) an arc distance of 329.90 feet to the end thereof; thence North 64° 00' 00" West, a distance of 334.23 feet; thence North 59° 00' 00" West, a distance of 300.00 feet (Point "B"); thence North 56° 37' 05" West, a distance of 1079.45 feet; thence North 51° 00' 00" West, a distance of 355.00 feet; thence North 45° 54' 25" West, a distance of 200.34 feet; thence North 48° 10' 16" West, a distance of 354.33 feet; thence North 41° 52' 11" West, a distance of 295.07 feet; thence North 35° 39' 00" West, a distance of 1400.00 feet; thence North 42° 30' 00" West, a distance of 489.95 feet; thence North 48° 43' 39" West, a distance of 558.58 feet to the beginning of a tangent 742.50 foot radius curve to the left; thence on said curve through a central angle of 76° 34' 33" (the long chord of which bears North 87° 00' 56" West, a distance of 920.13 feet) an arc distance of 992.35 feet to the end thereof; thence South 54° 41' 48" West, a distance of 368.09 feet (Point "C"); thence South 54° 41' 48" West, a distance of 241.31 feet to the beginning of a tangent 600.00 foot radius curve to the right; thence on said curve through a central angle of 32° 18' 12" (the long chord of which bears South 70° 50' 54" West, a distance of 333.82 feet) an arc distance of 338.28 feet to the end thereof; thence South 87° 00' 00" West, a distance of 8.27 feet (Point "D"); thence South 87° 00' 00" West, a distance of 689.19 feet to the beginning of a tangent 1600.00 foot radius curve to the left; thence on said curve through a central angle of 35° 22' 00" (the long chord of which bears South 69° 19' 00" West, a distance of 972.02 feet) an arc distance of 987.62 feet to the end thereof; thence South 51° 38' 00" West, a distance of 116.78 feet to the beginning of a tangent 1350.00 foot radius curve to the left; thence on said curve through a central angle of 17° 16' 25" (the long chord of which bears South 42° 59' 47" West, a distance of 405.46 feet) an arc distance of 407.00 feet to the end thereof; thence South 34° 21' 35" West, a distance of 171.62 feet to the beginning of a tangent 70.00 foot radius curve to the left; thence on said curve through a central angle of 88° 41' 59" (the long chord of which bears South 09° 59' 25" East, a distance of 97.87 feet) an arc distance of 108.37 feet to the end thereof; thence South 54° 20' 24" East, a distance of 322.12 feet to the beginning of a tangent 1900.00 foot radius curve to the right; thence on said curve through a central angle of 10° 21' 51" (the long chord of which bears South 49° 09' 28" East, a distance of 343.22 feet) an arc distance



of 343.69 feet to the end thereof; thence South 43° 58' 33" East, a distance of 159.14 feet; thence South 42° 25' 58" East, a distance of 525.31 feet; thence North 50° 07' 02" East, a distance of 106.21 feet; thence North 70° 25' 09" East, a distance of 404.37 feet to the west line of the Cascade Grain Products, LLC Fuel Tank Property and the terminus of said easement.

TOGETHER WITH a Roadway Access, lying 17.50 feet to the left and 17.50 feet to the right of the following described centerline:

Beginning at the aforementioned Point "A" and running thence North 81° 11' 00" West, a distance of 60.35 feet to the beginning of a tangent 300.00 foot radius curve to the left; thence on said curve through a central angle of 42° 16' 00" (the long chord of which bears South 77° 41' 00" West, a distance of 216.32 feet) an arc distance of 221.31 feet to the end thereof; thence South 56° 33' 00" West, a distance of 148.83 feet to the beginning of a tangent 300.00 foot radius curve to the right; thence on said curve through a central angle of 64° 35' 00" (the long chord of which bears South 88° 50' 30" West, a distance of 320.54 feet) an arc distance of 338.16 feet to the end thereof; thence North 58° 52' 00" West, a distance of 516.45 feet to the beginning of a tangent 600.00 foot radius curve to the left; thence on said curve through a central angle of 10° 00' 15" (the long chord of which bears North 63° 52' 07" West, a distance of 104.63 feet) an arc distance of 104.76 feet to the end thereof; thence North 68° 52' 15" West, a distance of 16.79 feet to the beginning of a tangent 600.00 foot radius curve to the right; thence on said curve through a central angle of 21° 19' 40" (the long chord of which bears North 58° 12' 25" West, a distance of 222.06 feet) an arc distance of 223.34 feet to the end thereof; thence North 47° 32' 35" West, a distance of 671.29 feet to the southerly line of the Cascade Grain Products, LLC lease boundary and the terminus of said easement.

TOGETHER WITH a Roadway Access, lying 17.50 feet to the left and 17.50 feet to the right of the following described centerline:

Beginning at the aforementioned Point "B" and running thence South 45° 46' 03" West, a distance of 381.14 feet; thence South 46° 10' 43" West, a distance of 113.08 feet to the beginning of a tangent 60.00 foot radius curve to the right; thence on said curve through a central angle of 86° 58' 08" (the long chord of which bears South 89° 39' 47" West, a distance of 82.58 feet) an arc distance of 91.07 feet to the end thereof; thence North 46° 51' 09" West, a distance of 248.93 feet to the beginning of a tangent 300.00 foot radius curve to the left; thence on said curve through a central angle of 26° 52' 51" (the long chord of which bears North 60° 17' 35" West, a distance of 139.46 feet) an arc distance of 140.75 feet to the end thereof; thence North 73° 44' 00" West, a distance of 932.17 feet (Point "E"); thence North 73° 44' 00" West, a distance of 98.73 feet to the beginning of a tangent 1000.00 foot radius curve to the right; thence on said curve through a central angle of 29° 31' 00" (the long chord of which bears North 58° 58' 30" West, a distance of 509.49 feet) an arc distance of 515.16 feet to the end thereof; thence North 44° 13' 00" West, a distance of 141.36 feet to the beginning of a tangent 150.00 foot radius curve to the left; thence on said curve through a central angle of 67° 10' 00" (the long chord of which bears North 77° 48' 00" West, a distance of 165.95 feet) an arc distance of 175.84 feet to the end thereof; thence South 68° 37' 00" West, a distance of 2574.10 feet to the beginning of a tangent 300.00 foot radius curve to the left; thence on said curve through a central angle of 34° 13' 51" (the long chord of which bears South 51° 30' 05" West, a distance of 176.58



feet) an arc distance of 179.23 feet to the end thereof; thence South 34° 23' 09" West a distance of 2575.43 feet to the centerline of Hermo Road and the terminus of said easement.

TOGETHER WITH a Roadway Access, lying 15.00 feet to the left and 15.00 feet to the right of the following described centerline:

Beginning at the aforementioned Point "C" and being the beginning of a tangent 800.00 foot radius curve to the right and running thence on said curve through a central angle of 32° 18' 12" (the long chord of which bears South 70° 50' 54" West, a distance of 445.09 feet) an arc distance of 451.04 feet to the end thereof; thence South 87° 00' 00" West, a distance of 794.54 feet to the beginning of a tangent 1698.00 foot radius curve to the left; thence on said curve through a central angle of 18° 48' 25" (the long chord of which bears South 77° 35' 48" West, a distance of 554.86 feet) an arc distance of 557.35 feet to the end thereof and the terminus of said easement.

TOGETHER WITH a Roadway Access, lying 17.50 feet to the left and 17.50 feet to the right of the following described centerline:

Beginning at the aforementioned Point "D" and running thence North 22° 39' 41" West, a distance of 1254.61 feet; thence South 67° 08' 45" West, a distance of 1179.63 feet; thence South 22° 39' 11" East, a distance of 925.49 feet and the terminus of said easement.

TOGETHER WITH a Roadway Access, lying 17.50 feet to the left and 17.50 feet to the right of the following described centerline:

Beginning at the aforementioned Point "E" and being the beginning of a tangent 150.00 foot radius curve to the left and running thence on said curve through a central angle of 57° 15' 30" (the long chord of which bears North 77° 38' 15" East, a distance of 143.74 feet) an arc distance of 149.90 feet to the end thereof; thence North 49° 00' 31" East, a distance of 5.01 feet to the westerly line of the Cascade Grain Products, LLC Lease Boundary and the terminus of said easement.

SUBJECT to any easements and restrictions of record.

The basis of bearings for this legal description is based on the Oregon Coordinate System of NAD 83/91, North Zone as per Survey Number 4771, Columbia County Survey Records, Columbia County, Oregon.

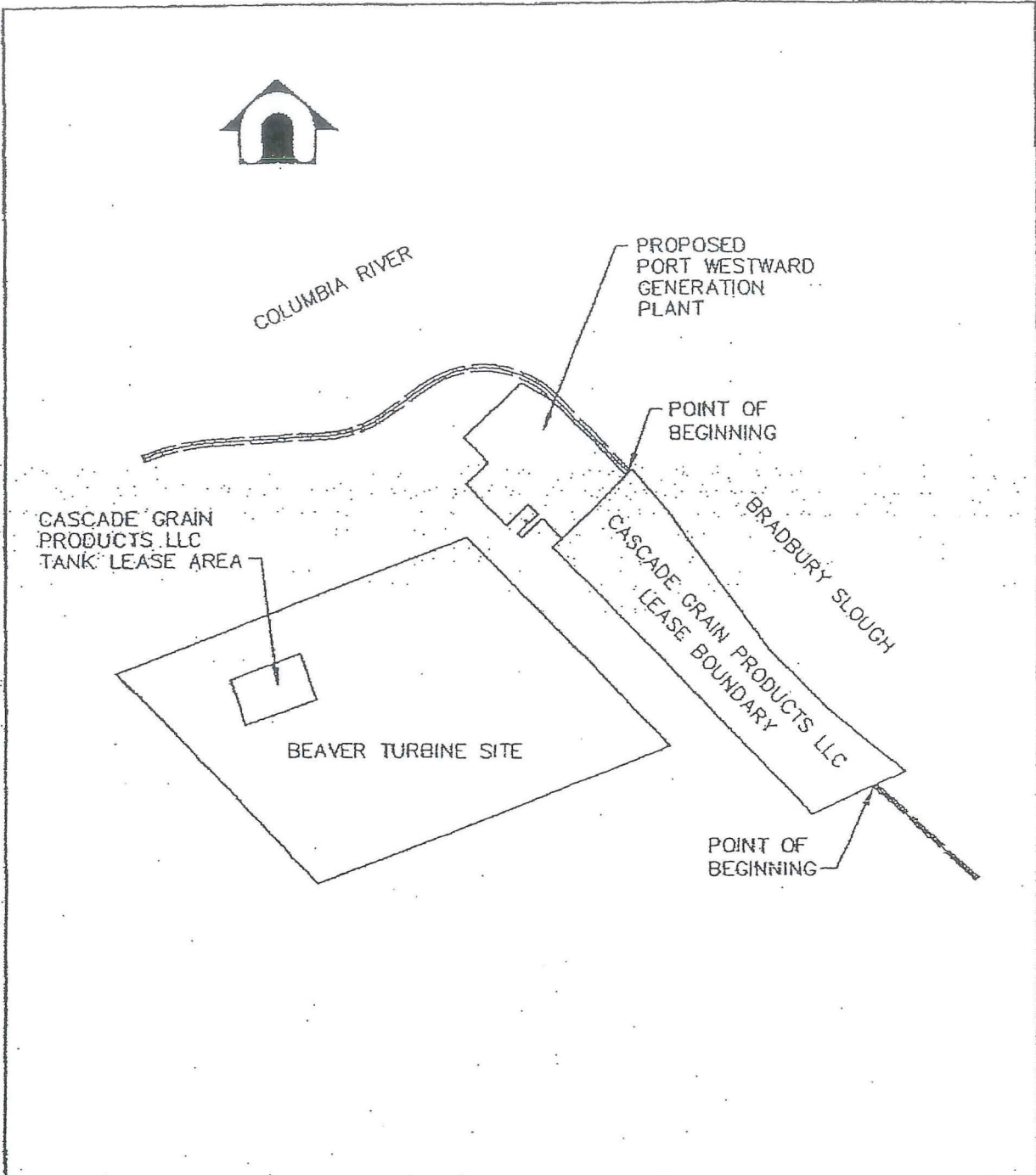
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON 8-21-05
DECEMBER 2, 1983
D. GARY HUTCHESON
2072

RENEWAL 6/30/07

EXHIBIT E

**Depiction
of the
Road Access Area**
See attached




| | | | | | |
|--|----------------|---|----------|---------------|----------------------------|
|  DAVID EVANS AND ASSOCIATES INC. 2100 Southwest River Parkway Portland Oregon 97201 Phone: 503.223.6663 | PROJECT | EXHIBIT E | | SHEET | |
| | TITLE | RAILROAD ACCESS EASEMENT | | | 1 OF 1 |
| | | FOR: CASCADE GRAIN PRODUCTS, LLC | | | |
| | DWG. REF. | PROJECT | SCALE | AMENDMENT NO. | |
| DRAWN BY | DESIGN BY | APPROVED BY | DATE | | |
| | SVEM01CAGP0001 | CAGP0001 | 1"=1000' | 0 | |
| BXA | DGH | DGH | | 08/24/05 | |

Exhibit F2(A)

FIRST AMENDMENT TO
RAIL EASEMENT AGREEMENT

This FIRST AMENDMENT TO RAIL EASEMENT AGREEMENT ("*Amendment*") is made effective as of the ___ day of _____, 2017, between the PORT OF ST. HELENS, an Oregon municipal corporation ("*Port*"), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("*PGE*"), and CASCADE KELLY HOLDINGS LLC, LLC, an Oregon limited liability company ("*CPBR*").

RECITALS:

A. The Port and PGE are parties to a certain Lease dated August 1, 1967, as amended, between the Port and Westward Properties (said tenant's interest of Westward Properties was subsequently assigned to PGE) (collectively, the "*Master Lease*") whereby the Port leased to PGE that certain real property in Columbia County, Oregon, commonly known as Port Westward (the "*PGE Leased Premises*").

B. Pursuant to that certain Amended and Restated Sublease by and between PGE and Cascade Grain Products, LLC ("*Cascade*") dated as of the 31st day of May, 2006 (the "*Original Sublease*"), PGE subleased to Cascade a portion of the PGE Leased Premises (the "*Subleased Premises*") on which Cascade subsequently developed an ethanol production and terminaling facility (the "*Ethanol Facility*"). The Sublease was subsequently converted into a direct lease from PGE to Cascade, with PGE retaining certain enforcement rights pursuant to Section 3.2 of the Amendment of Lease by PGE and the Port effective May 31, 2006 (the "*Amendment to PGE Master Lease*").

C. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

D. The Original Sublease was amended by that certain Amendment of Amended and Restated Sublease dated as of March 19, 2007 (the "*First Amendment*"), that certain Second Amendment of Amended and Restated Sublease dated as of August 1, 2016, (the "*Second Amendment*") and that certain Third Amendment of Amended and Restated Sublease dated as of the date hereof (the "*Third Amendment*"), each by and amongst CPBR, the Port and PGE. The Original Sublease, as amended by the First Amendment, the Second Amendment, the Third Amendment and as may be further amended or modified are collectively referred to herein as the "*Sublease*".

E. In connection with the Original Sublease, PGE, Cascade and the Port entered into that certain Rail Easement Agreement dated as of May 31, 2006 (the "*Original Easement*"), a copy of which is attached to the Original Sublease as Exhibit F2 thereto, and that certain

Memorandum of Rail Easement recorded on June 8, 2006, in Fee Number 2006-007493, Deed Records, Columbia County, Oregon and re-recorded on July 6, 2006, in Fee Number 2006-008865, Deed Records, Columbia County, Oregon (the "*Memorandum of Easement*").

F. In connection with the Third Amendment, CPBR, the Port and PGE have agreed to amend the Original Easement and the Memorandum of Easement on the terms and conditions set forth in this Amendment.

AGREEMENTS:

For good, fair and valuable consideration, the receipt and sufficiency of which is acknowledged, the Port, PGE and CPBR agree as follows:

1. **Burdened Property.** Recital A of the Original Easement, together with Exhibit A and Exhibit B of the Original Easement referenced therein, is hereby deleted and the following (including Exhibits A and Exhibits B to this Amendment) is inserted in lieu thereof:

*"A. The Port owns and leases to PGE that certain land located in Columbia County, Oregon which is legally described on Exhibit A attached to and made a part of this Agreement, and PGE owns that certain land located in Columbia County, Oregon legally described on Exhibit B attached to and made a part of this Agreement (together, the land described on Exhibits A and B, less the Benefitted Property as described below, is the "**Burdened Property**")."*

2. **Benefitted Property.** Recital B of the Original Easement, together with Exhibit C of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit C-1 and Exhibit C-2 to this Amendment) is inserted in lieu thereof:

*"B. Cascade Grain Products, LLC ("**Cascade**") has entered into a sublease with PGE dated as of the 31st day of May, 2006 (as amended from time to time, the "**Sublease**"), which Sublease was subsequently converted into a direct lease from PGE to Cascade. Cascade Kelly Holdings, LLC ("**CPBR**") assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7. Pursuant to the sublease, CPBR now leases the land located in Columbia County, Oregon, that is legally described on Exhibit C-1 attached to and made a part of this Agreement from the Port, and CPBR owns that certain land located in Columbia County, Oregon legally described on Exhibit C-2 attached to and made a party of this Agreement (together, the land described on Exhibits C-1 and C-2 is the "**Benefitted Property**")."*

3. **Memorandum of Easement.** Section 16 of the Original Easement, together with Exhibit F of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit F to this Amendment) is inserted in lieu thereof:

“16. Short Form Memorandum of Agreement. At the request of any party, the Port, PGE and CPBR shall promptly execute and record, at the cost of the requesting party, an amended and restated short form memorandum of this Agreement in the form attached hereto as Exhibit F.”

4. **Cascade.** Except as set forth in Recital B of the Original Easement (as amended by this Amendment), all references in the Original Easement to “Cascade” shall be deleted and “CPBR” shall be inserted in lieu thereof.

5. **Counterparts.** This Amendment may be executed in counterparts; each when considered together shall be deemed on document.

6. **Miscellaneous.** Except as otherwise modified by this Amendment, the Original Easement shall remain in full force and effect.

The Port, PGE and CPBR have executed and delivered this Amendment as of the date stated above.

PORT OF ST. HELENS, an Oregon municipal
corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon
limited liability company

By _____
Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**, an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

Legal Description
of the
Port Owned and PGE Leased Property

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South $89^{\circ}37'$ West, 1780.20 feet to the centerline of a County Road; thence North $16^{\circ}36'$ West, 1188.39 feet along the said centerline; thence North $45^{\circ}39'$ West, 1928.31 feet; thence North $5^{\circ}23'$ West, 1472.77 feet; thence North $6^{\circ}09'$ East, 385.00 feet; thence North $55^{\circ}05'$ West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South $45^{\circ}39'$ East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of $5^{\circ}00'$ for a distance of 495.64 feet; thence South $50^{\circ}39'$ East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of $66^{\circ}42'10''$ for a distance of 895.28 feet; thence North $62^{\circ}38'50''$ East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South $81^{\circ}13'10''$ West along a 869.02 foot radius curve to the right, through a central angle of $48^{\circ}07'50''$ for a distance of 730.00 feet; thence North $50^{\circ}39'$ West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of $5^{\circ}00'$ for a distance of 504.37 feet; thence North $45^{\circ}39'$ West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North $45^{\circ}39'$ West, 1707.40 feet; thence South $89^{\circ}37'$ West, 1795.60 feet; thence South $0^{\circ}04'$ East 454.00 feet; thence South $89^{\circ}37'$ West 960.00 feet; thence South $0^{\circ}04'$ East, 1148.00 feet; thence South $89^{\circ}37'$ West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

Legal Description
of the
PGE Owned Property

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

Legal Description
of the
Port Owned and CPBR Leased Property

See attached

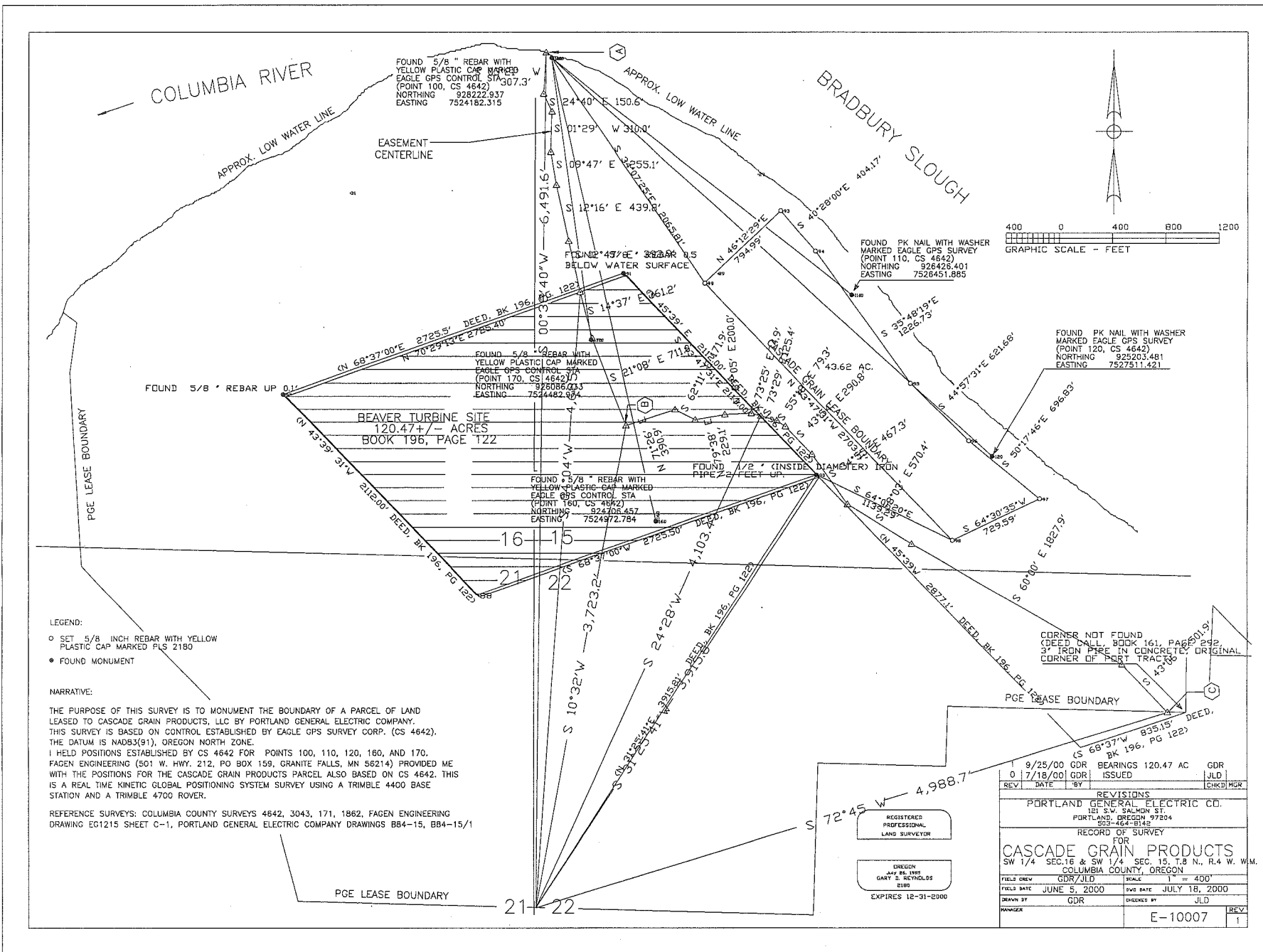
EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto; which by reference thereto is made a part hereof.



LEGEND:
 ○ SET 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 ● FOUND MONUMENT

NARRATIVE:
 THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.
 1 HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170. FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 56214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINETIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.
 REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS BB4-15, BB4-15/1

REGISTERED PROFESSIONAL LAND SURVEYOR

DRAWN BY GARY D. REYNOLDS
 EXPIRES 12-31-2000

| | | | | |
|--|--------------|------------|--------------------|-------|
| 1 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR |
| 0 | 7/18/00 | GDR | ISSUED | JLD |
| REVISTIONS | | | | |
| PORTLAND GENERAL ELECTRIC CO. | | | | |
| 181 S.W. SALMON ST. | | | | |
| PORTLAND, OREGON 97204 | | | | |
| 503-464-8142 | | | | |
| RECORD OF SURVEY | | | | |
| FOR | | | | |
| CASCADE GRAIN PRODUCTS | | | | |
| SW 1/4 SEC. 16 & SW 1/4 SEC. 15, T.8 N., R.4 W. W.M. | | | | |
| COLUMBIA COUNTY, OREGON | | | | |
| FIELD CREW | GDR/JLD | SCALE | 1" = 400' | |
| FIELD DATE | JUNE 5, 2000 | SVD DATE | JULY 18, 2000 | |
| DRAWN BY | GDR | CHECKED BY | JLD | |
| PROJECT | | | | REV 1 |

E-10007

EXHIBIT C-2

Legal Description
of the
CPBR Owned Property

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29'13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT F

Memorandum of Agreement

WHEN RECORDED RETURN TO:
Cascade Kelly Holdings, LLC
c/o Global Companies LLC
800 South Street
Suite 500
Waltham, MA 02453
Attn: Sean T. Geary

SPACE ABOVE THIS LINE
RESERVED FOR
RECORDER'S USE ONLY

AMENDED AND RESTATED
MEMORANDUM OF RAIL EASEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF RAIL EASEMENT AGREEMENT ("*Memorandum*") is made as of the ____ day of ____, 2017 between the PORT OF ST. HELENS, an Oregon municipal corporation, (the "*Port*"), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("*PGE*"), and CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company ("*CPBR*").

RECITALS

This Memorandum amends and restates in its entirety that certain Memorandum of Rail Easement Agreement recorded on June 8, 2006, in Fee Number 2006-007493, Deed Records, Columbia County, Oregon and re-recorded on July 6, 2006, in Fee Number 2006008865, Deed Records, Columbia County, Oregon (the "*Original Memorandum of Easement*").

The Port owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit A ("*Port Property*"), which Port Property is leased to PGE pursuant that certain Lease Agreement between the Port and Westward Properties, Inc., dated August 10, 1967 (as amended from time to time, the "*Lease*"), which Lease was assigned to PGE pursuant to an Assignment dated June 6, 1973.

PGE owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit B ("*PGE Property*").

The Port owns that certain real property located in Columbia County, Oregon, which is legally described on the attached Exhibit C-1 (the "*Additional Port Property*"), which Additional Port Property is leased to CPBR pursuant to that certain Sublease between the Port, PGE and Cascade Grain Products, LLC ("*Cascade*") dated as of the 31st day of May, 2006 (as it may be

amended from time to time, the "*Sublease*"), which Sublease was subsequently converted into a direct lease from PGE to Cascade. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

CPBR owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit C-2 ("*CPBR Property*" and, together with the Additional PGE Property, the "*Benefited Property*").

Together, the Port Property and the PGE Property, less the Benefited Property, are the "*Burdened Property*".

The Port, PGE, and CPBR, as successor in interest to Cascade, have entered into that certain Rail Easement Agreement dated as of May 31, 2006, as amended by that certain First Amendment to Rail Easement Agreement dated as of the date of the Memorandum (the "*Agreement*"), pursuant to which the Port and PGE have granted to CPBR an easement (the "*Easement*") to install, construct, use, access, maintain, repair, and replace a railway spur track for train ingress and egress over and in those portions of the Burdened Property which are legally described on the attached Exhibit D and depicted on the attached Exhibit E ("*Rail Access Area*").

The Easement is non-exclusive and irrevocable, commencing on the commencement date as described in the Sublease and expiring August 1, 2066, subject, however, (1) to earlier termination upon the occurrence of an event of default by CPBR and the exercise by the Port of its right to terminate the Sublease as described in the Sublease.

AGREEMENT

NOW, THEREFORE, the Port, PGE, and CPBR make this Memorandum to set forth certain provisions of the Agreement. Reference is made to the Agreement for a full statement of the terms and conditions of the Agreement, all of which are hereby incorporated by reference.

IN AGREEMENT, the Port, PGE, and CPBR have executed this Memorandum as of the date first above written.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon
limited liability company

By _____
Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**, an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

Legal Description
of the
Port Property

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River, thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South, 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

Legal Description
of the
PGE Property

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

Legal Description
of the
Additional Port Property

See attached

EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County, THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto; which by reference thereto is made a part hereof.

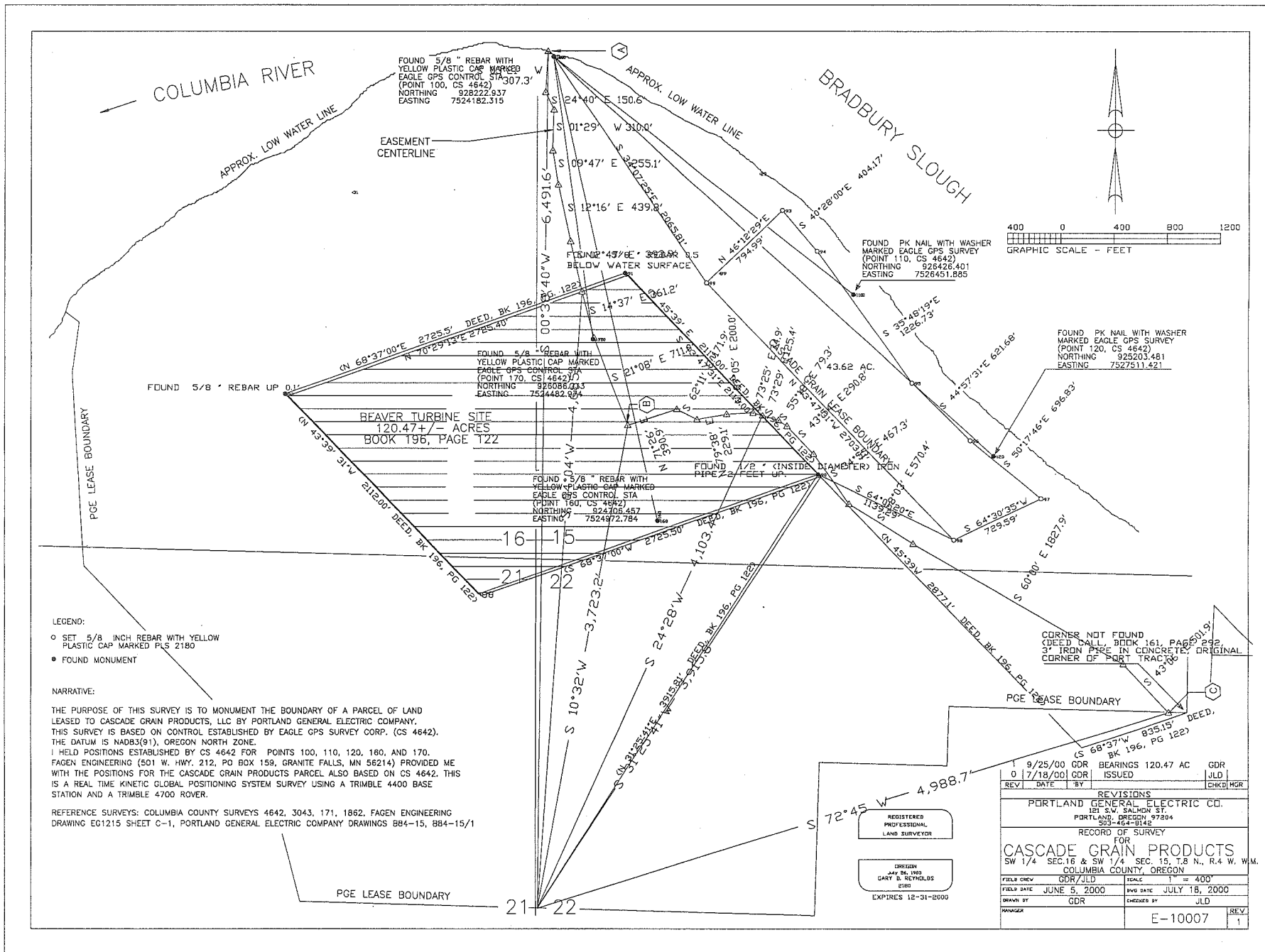


EXHIBIT C-2

Legal Description
of the
CPBR Property

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT D

Legal Description
of the
Rail Access Area

See attached



DAVID EVANS
AND ASSOCIATES INC.

CAGP0000-0001
DGH
8/5/05
Revised 6/12/06

EXHIBIT D

Legal Description for Railroad Access
Between Cascade Grain Products, LLC And
Portland General Electric Company

Situated in the Southwest Quarter of Section 15, the Southeast Quarter of Section 16, the Northeast Quarter of Section 21, and the Northwest Quarter of Section 22, all in Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, and lying 20.00 feet to the left and 20.00 feet to the right of the following described centerline:

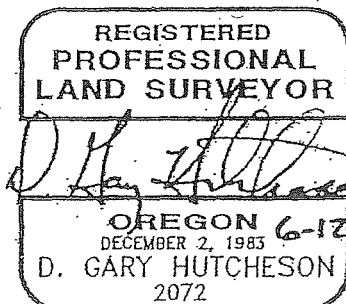
Beginning at a point (North 924771.555, East 7527652.354) located South 88° 30' 47" East, a distance of 3535.80 feet and North 01° 29' 13" East, a distance of 3076.69 feet from the East Quarter Corner of Section 21, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, located on the Southerly line of the Cascade Grain Products, LLC Lease Boundary and running thence South 41° 04' 38" East, a distance of 1015.38 feet to the PGE Switch to the Beaver Turbine Site and thence continuing Southeasterly, a distance of 6300 feet more or less, to the Burlington Northern Railroad Mainline and the terminus of said easement.

TOGETHER WITH a Railroad Access lying 25.00 feet to the left and 25.00 feet to the right of the following described centerline:

Beginning at a point (North 927036.993, East 7525887.972) located South 88° 30' 47" East, a distance of 1713.22 feet and North 01° 29' 13" East, a distance of 5295.58 feet from the East Quarter Corner of said Section 21, located on the Northerly line of the Cascade Grain Products, LLC Lease Boundary and running thence North 43° 47' 31" West, a distance of 769.72 feet to the beginning of a tangent 700.00 foot radius curve to the left; thence on said curve through a central angle of 81° 30' 41" (the long chord of which bears North 84° 32' 52" West, a distance of 913.97 feet) an arc distance of 995.85 feet to the end thereof; thence South 54° 41' 48" West, a distance of 382.96 feet to the beginning of a tangent 775.00 foot radius curve to the right; thence on said curve through a central angle of 32° 18' 12" (the long chord of which bears South 70° 50' 54" West, a distance of 431.18 feet) an arc distance of 436.95 feet to the end thereof; thence South 87° 00' 00" West, a distance of 818.05 feet to the beginning of a tangent 1658.00 foot radius curve to the left; thence on said curve through a central angle of 18° 47' 39" (the long chord of which bears South 77° 36' 11" West, a distance of 541.42 feet) an arc distance of 543.86 feet to the end thereof and the terminus of said easement.

SUBJECT to any easements and restrictions of record.

The basis of bearings for this legal description is based on the Oregon Coordinate System of NAD 83/91, North Zone as per Survey Number 4771, Columbia County Survey Records, Columbia County, Oregon.

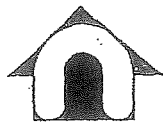


RENEWAL 6/30/07

EXHIBIT E

Depiction
of the
Rail Access Area

See attached



COLUMBIA RIVER

PROPOSED
PORT WESTWARD
GENERATION
PLANT

POINT OF
BEGINNING

CASCADE GRAIN
PRODUCTS LLC
TANK LEASE AREA

BRADBURY SLOUGH
CASCADE GRAIN PRODUCTS LLC
LEASE BOUNDARY

BEAVER TURBINE SITE

POINT OF
BEGINNING

SWITCH, END
OF EASEMENT



DAVID EVANS
AND ASSOCIATES INC.

2100 Southwest River Parkway
Portland Oregon 97201
Phone: 503.223.6663

PROJECT

EXHIBIT E-1

SHEET

TITLE

RAILROAD ACCESS EASEMENT

FOR: CASCADE GRAIN PRODUCTS, LLC

1
OF
2

DWG. REF.

SVEM02CAGP0004

PROJECT

CAGP0004

SCALE

1"=1000'

AMENDMENT NO.

0

DRAWN BY

DEM

DESIGN BY

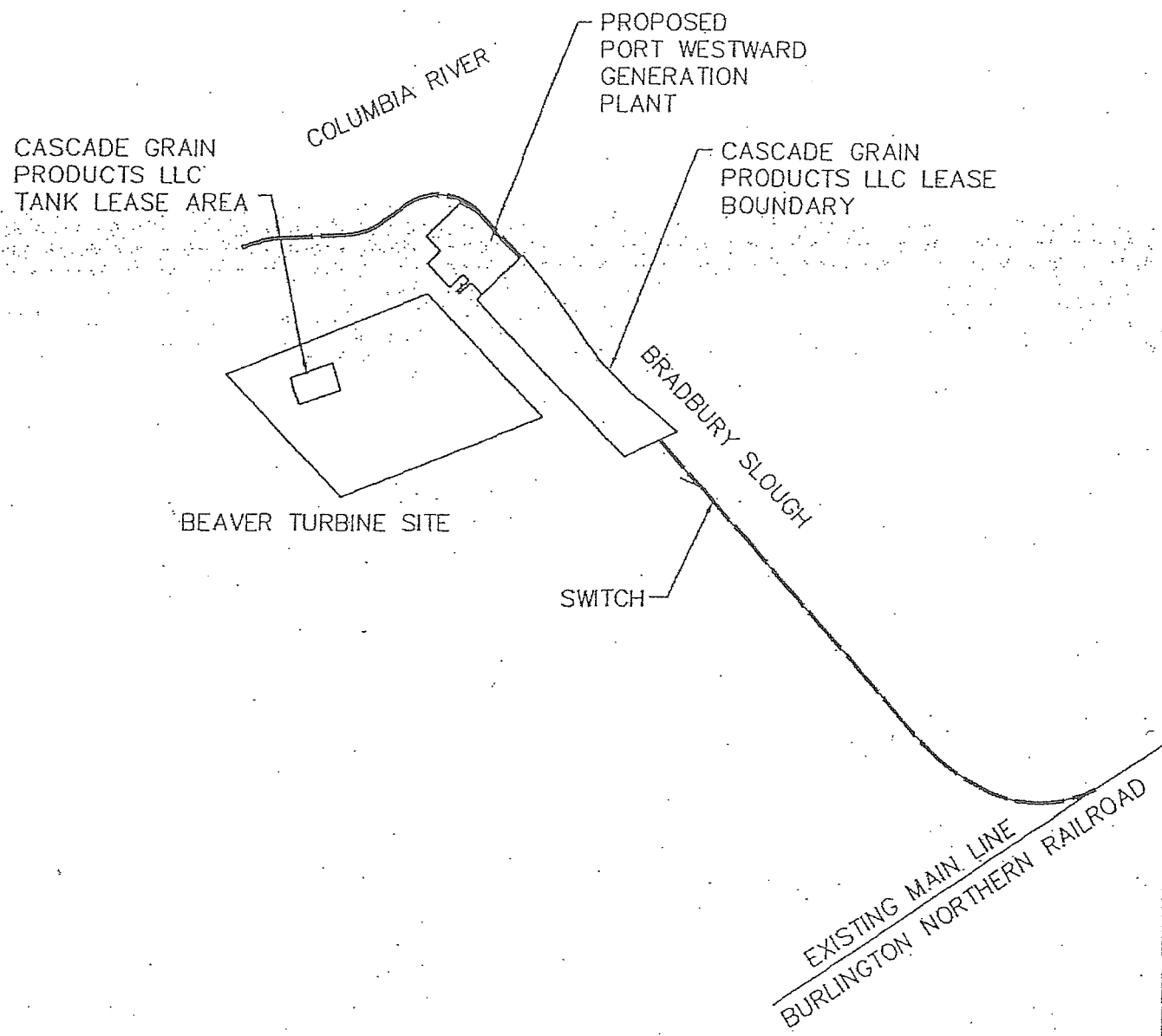
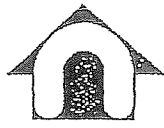
DGH

APPROVED BY

DGH

DATE

06/12/06



DAVID EVANS AND ASSOCIATES INC.
 2100 Southwest River Parkway
 Portland Oregon 97201
 Phone: 503.223.6663

| | | | | |
|----------------|--|-------------|---------------|-------|
| PROJECT | EXHIBIT E-2 | | | SHEET |
| TITLE | RAILROAD ACCESS EASEMENT | | | |
| | FOR CASCADE GRAIN PRODUCTS, LLC | | | |
| DWG. REF. | PROJECT | SCALE | AMENDMENT NO. | |
| SVEM02CAGP0004 | CAGP0004 | 1"=2000' | 0 | |
| DRAWN BY | DESIGN BY | APPROVED BY | DATE | |
| DEM | DGH | DGH | 06/12/06 | |

2
 OF
2

Exhibit G2(A)

SECOND AMENDMENT TO
PIPE LINE EASEMENT AGREEMENT

This SECOND AMENDMENT TO PIPE LINE EASEMENT AGREEMENT (“*Amendment*”) is made effective as of the ___ day of _____, 2017, between the PORT OF ST. HELENS, an Oregon municipal corporation (“*Port*”), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (“*PGE*”), and CASCADE KELLY HOLDINGS LLC, LLC, an Oregon limited liability company (“*CPBR*”).

RECITALS:

A. The Port and PGE are parties to a certain Lease dated August 1, 1967, as amended, between the Port and Westward Properties (said tenant’s interest of Westward Properties was subsequently assigned to PGE) (collectively, the “*Master Lease*”) whereby the Port leased to PGE that certain real property in Columbia County, Oregon, commonly known as Port Westward (the “*PGE Leased Premises*”).

B. Pursuant to that certain Amended and Restated Sublease by and between PGE and Cascade Grain Products, LLC (“*Cascade*”) dated as of the 31st day of May, 2006 (the “*Original Sublease*”), PGE subleased to Cascade a portion of the PGE Leased Premises (the “*Subleased Premises*”) on which Cascade subsequently developed an ethanol production and terminaling facility (the “*Ethanol Facility*”). The Sublease was subsequently converted into a direct lease from PGE to Cascade, with PGE retaining certain enforcement rights pursuant to Section 3.2 of the Amendment of Lease by PGE and the Port effective May 31, 2006 (the “*Amendment to PGE Master Lease*”).

C. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

D. The Original Sublease was amended by that certain Amendment to Amended and Restated Sublease dated as of March 19, 2007 (the “*First Amendment*”), that certain Second Amendment to Amended and Restated Sublease dated as of August 1, 2016 (the “*Second Amendment*”) and that certain Third Amendment to Amended and Restated Sublease dated as of the date hereof (the “*Third Amendment*”), each by and amongst CPBR, the Port and PGE. The Original Sublease, as amended by the First Amendment, the Second Amendment and the Third Amendment and as may be further amended or modified are collectively referred to herein as the “*Sublease*”.

E. In connection with the Original Sublease, PGE, Cascade and the Port entered into that certain Pipe Line Easement Agreement dated as of May 31, 2006 (the “*Original Easement*”), a copy of which is attached to the Original Sublease as Exhibit G-2 thereto, and that certain Memorandum of Pipe Line Easement recorded on June 8, 2006, in Fee Number 2006-007498, Deed Records, Columbia County, Oregon (the “*Memorandum of Easement*”). The Original

Easement was amended by that certain Amendment to Pipe Line Easement dated as of November 1, 2012 (the "*First Easement Amendment*"). The Original Easement, as amended by the First Amendment and this Amendment and as may be further amended or modified are collectively referred to herein as the "*Easement*".

F. In connection with the Third Amendment, CPBR, the Port and PGE have agreed to amend the Easement and the Memorandum of Easement on the terms and conditions set forth in this Amendment.

AGREEMENTS:

For good, fair and valuable consideration, the receipt and sufficiency of which is acknowledged, the Port, PGE and CPBR agree as follows:

1. **Burdened Property.** Recital A of the Original Easement, together with Exhibit A and Exhibit B of the Original Easement referenced therein, is hereby deleted and the following (including Exhibits A and Exhibits B to this Amendment) is inserted in lieu thereof:

*"A. The Port owns and leases to PGE that certain land located in Columbia County, Oregon which is legally described on Exhibit A attached to and made a part of this Agreement, and PGE owns that certain land located in Columbia County, Oregon legally described on Exhibit B attached to and made a part of this Agreement (together, the land described on Exhibits A and B, less the Benefitted Property as described below, is the "**Burdened Property**")."*

2. **Benefitted Property.** Recital B of the Original Easement, together with Exhibit C of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit C-1 and Exhibit C-2 to this Amendment) is inserted in lieu thereof:

*"B. Cascade Grain Products, LLC ("**Cascade**") has entered into a sublease with PGE dated as of the 31st day of May, 2006 (as amended from time to time, the "**Sublease**"), which Sublease was subsequently converted into a direct lease from PGE to Cascade. Cascade Kelly Holdings, LLC ("**CPBR**") assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7. Pursuant to the sublease, CPBR now leases the land located in Columbia County, Oregon, that is legally described on Exhibit C-1 attached to and made a part of this Agreement from the Port, and CPBR owns that certain land located in Columbia County, Oregon legally described on Exhibit C-2 attached to and made a party of this Agreement (together, the land described on Exhibits C-1 and C-2 is the "**Benefitted Property**")."*

3. **Grant of Easement.** Section 1 of the Original Easement, together with Exhibits D and E of the Original Lease referenced therein, is hereby deleted and the following (including Exhibits D and E to this Amendment) is inserted in lieu thereof:

*“1. **Grant of Easement.** The Port and PGE grant to CPBR, for the benefit of the Benefited Property a non-exclusive (in part) and exclusive (in part), irrevocable, easement for access and use (“Easement”) to the extent of the Port’s and PGE’s respective interests, over, in, and under that portion of the Burdened Property described on Exhibit D and depicted on Exhibit E, each of which is attached hereto and made a part of this Agreement (“**Pipe Line Area**”). Such Easement shall be exclusive in those portions of the Pipe Line Area labeled “Exclusive” on Exhibit D, and shall be non-exclusive on those portions of the Pipe Line Area labeled “Non-Exclusive” on Exhibit D. Notwithstanding anything herein to the contrary, PGE shall be allowed to utilize the portions of the Easement labeled “Exclusive” on Exhibit D for the use, maintenance, repair and replacement of the existing stormwater outflow pipe located therein and servicing the PGE Owned Real Property. Such Easement shall continue throughout the term of the Sublease and any extensions thereof. Notwithstanding anything to the contrary contained herein, this Easement, and the rights of CPBR or any party claiming by or through CPBR shall be coterminous with the Sublease and any extension thereof. Upon termination CPBR shall promptly execute and deliver such documents as PGE and/or the Port may reasonably request for recording to document the termination of the easement(s).”*

4. Construction and Maintenance. Section 3 of the Original Easement is hereby deleted and the following is inserted in lieu thereof:

*“3. **Construction and Maintenance.** CPBR shall be entitled to cause to be constructed, or construct, in the Pipe Line Area pipe lines and equipment (including pilings or structures necessary to support pipe lines) necessary or desirable to accommodate the Permitted Uses. The Port and PGE shall reasonably cooperate with CPBR in securing any required governmental permits and approvals for such construction. CPBR shall cause the pipe lines and equipment constructed in the Pipe Line Area to be maintained and kept in good repair. CPBR shall be specifically entitled to construct or install its pipe lines and equipment on any pilings or other structures currently or in the future located in the Pipe Line Area. CPBR shall give PGE advance notice of any proposed pipeline work by CPBR in the portions of the Pipe Line Area labeled as “Non-Exclusive” on Exhibit D for the purpose of allowing PGE to coordinate construction of a new pipeline (up to 24” in diameter) and attendant infrastructure to connect the PGE Owned Real Property to the Facilities. PGE shall have the right, at its sole cost and expense, to construct such new pipeline within the portions of the Pipe Line Area labeled as “Non-Exclusive” on Exhibit D utilizing CPBR’s infrastructure (including pilings or structures necessary to support pipe lines), but only as long as any such construction shall not delay or interfere with CPBR’s construction, use or operation of its pipelines located in the Pipe Line Area now or in the future. CPBR shall be responsible for all repair and maintenance of such pilings or structures unless and until PGE uses the pilings for any purpose, whereupon CPBR and PGE shall be jointly responsible for repair and maintenance in accordance with their respective*

percentage of use, except that if any repair or maintenance of the pilings is necessitated by the negligence or misconduct of CPBR, PGE or the Port, CPBR, PGE or the Port, as applicable, shall be solely responsible for any such repair or maintenance.”

5. **Memorandum of Easement.** Section 16 of the Original Easement, together with Exhibit F of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit F to this Amendment) is inserted in lieu thereof:

“16. Short Form Memorandum of Agreement. At the request of any party, the Port, PGE and CPBR shall promptly execute and record, at the cost of the requesting party, an amended and restated short form memorandum of this Agreement in the form attached hereto as Exhibit F.”

6. **Cascade.** Except as set forth in Recital B of the Original Easement (as amended by this Amendment), all references in the Original Easement to “Cascade” shall be deleted and “CPBR” shall be inserted in lieu thereof.

7. **Counterparts.** This Amendment may be executed in counterparts; each when considered together shall be deemed on document.

8. **Miscellaneous.** Except as otherwise modified by this Amendment, the Original Easement and the First Easement Amendment (including without limitation Section 2 (*Environmental Management and Compliance*) and Section 3 (*Insurance*) of the First Easement Amendment) shall remain in full force and effect.

The Port, PGE and CPBR have executed and delivered this Amendment as of the date stated above.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company

By _____
Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**, an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

Legal Description
of the
Port Owned and PGE Leased Property

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way, thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South, 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North, 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Owned Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST; A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

**Legal Description
of the
Port Owned and CPBR Leased Property**

See attached

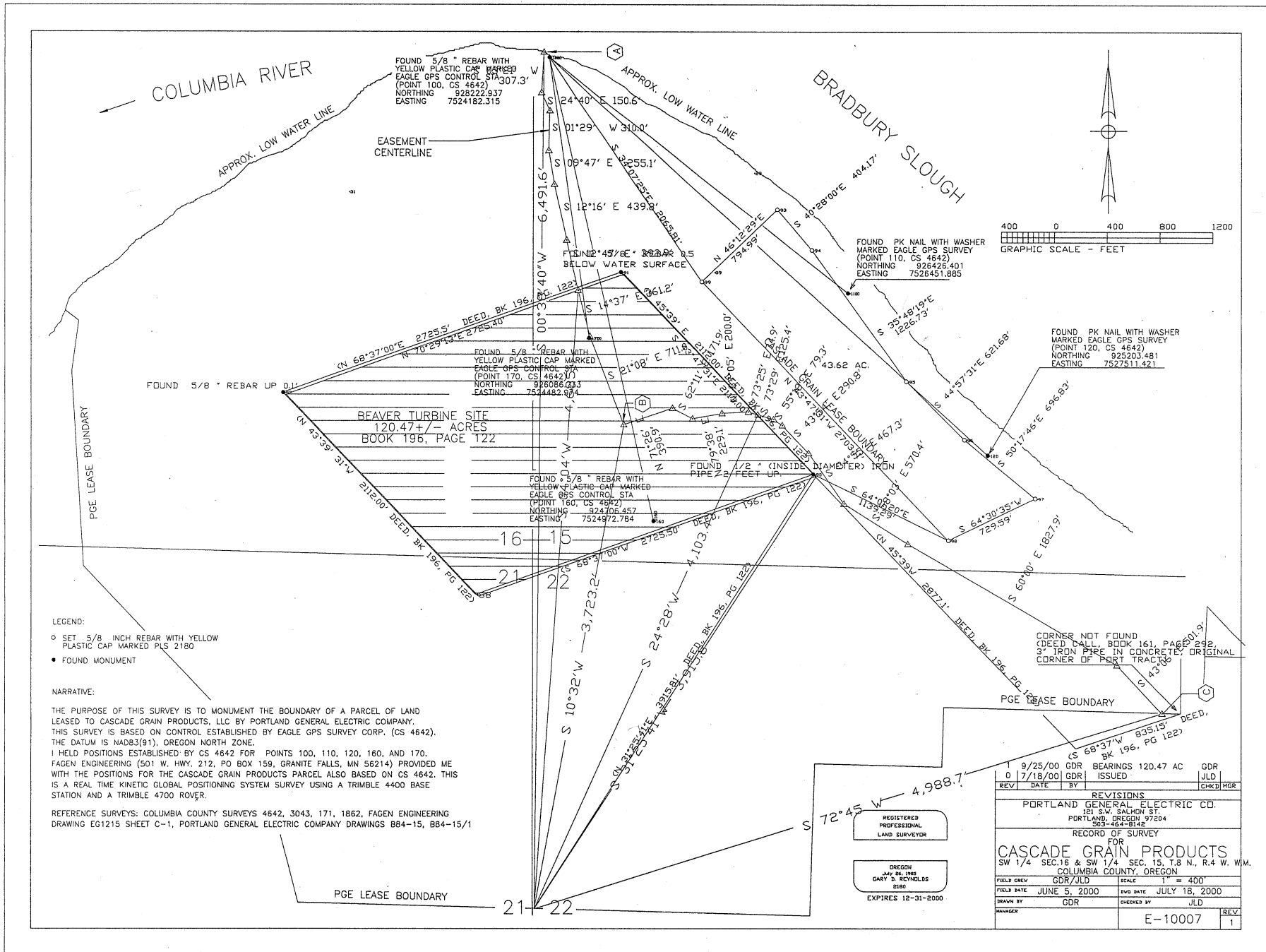
EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto, which by reference thereto is made a part hereof.



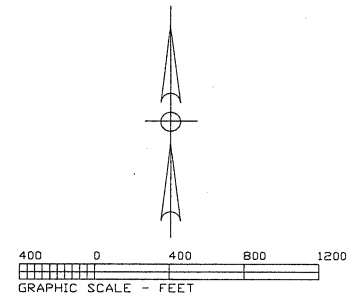
- LEGEND:
- SET 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 - FOUND MONUMENT

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.

1 HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170. FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 56214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINETIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.

REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS B84-15, B84-15/1



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
 JULY 26, 1988
 GARY D. REYNOLDS
 2180
 EXPIRES 12-31-2000

| | | | | | |
|--|--------------|------------|--------------------|----------|---|
| 1 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR | |
| 0 | 7/18/00 | GDR | ISSUED | JLD | |
| REV | DATE | BY | | CHKD/MGR | |
| REVISIONS | | | | | |
| PORTLAND GENERAL ELECTRIC CO. 121 S.W. SALMON ST. PORTLAND, OREGON 97204 503-454-8142 | | | | | |
| RECORD OF SURVEY FOR CASCADE GRAIN PRODUCTS SW 1/4 SEC.16 & SW 1/4 SEC. 15, T.8 N., R.4 W. W.M. COLUMBIA COUNTY, OREGON | | | | | |
| FIELD CREW | GDR/JLD | SCALE | 1" = 400' | | |
| FIELD DATE | JUNE 5, 2000 | DWG DATE | JULY 18, 2000 | | |
| DRAWN BY | GDR | CHECKED BY | JLD | | |
| MANAGER | | | | | |
| E-10007 | | | | REV | 1 |

EXHIBIT C-2

**Legal Description
of the
CPBR Owned Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29'13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT D

**Legal Description
of the
Pipe Line Area**

See attached



DAVID EVANS
AND ASSOCIATES INC.

CAGP0000-0004
DGH
4-11-06
Revised 5-30-06



Exhibit D
Legal Description for Pipe Line Easement
Between Cascade Grain Products, LLC And
Portland General Electric Company

Situated in the Southwest Quarter of Section 16 and, the Southwest Quarter of Section 15, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, and lying 15.00 feet to the left and 15.00 feet to the right of the following described centerline:

Beginning at a point (North 926389.748; East 7525459.173) located South 88° 30' 47" East, a distance of 1301.36 feet and North 01° 29' 13" East, a distance of 4637.43 feet from the East Quarter Corner of Section 21, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, located on the Easterly line of the Cascade Grain Products, LLC Lease Boundary and running thence South 46° 09' 24" West, a distance of 327.05 feet to the beginning of a non tangent 645.00 foot radius curve to the left (the radius point bears South 29° 46' 42" West); thence on the said curve through a central angle of 49° 21' 21" (the long chord of which bears North 84° 53' 59" West, a distance of 538.60 feet) an arc distance of 555.62 feet to the end thereof; thence South 70° 25' 21" West, a distance of 2014.86 feet; thence North 88° 27' 41" West, a distance of 156.35 feet to the beginning of a tangent 525.00 foot radius curve to the right; thence on the said curve through a central angle of 44° 29' 08" (the long chord of which bears North 66° 13' 07" West, a distance of 397.46 feet) an arc distance of 407.62 feet to the end thereof; thence North 43° 58' 33" West, a distance of 243.81 feet the beginning of a tangent 1932.50 foot radius curve to the left; thence on the said curve through a central angle of 10° 21' 51" (the long chord of which bears North 49° 09' 28" West, a distance of 349.09 feet) an arc distance of 349.57 feet to the end thereof; thence North 53° 11' 52" West, a distance of 359.02 feet; thence North 34° 21' 35" East, a distance of 55.00 feet; thence North 55° 38' 25" West, a distance of 65.00 feet; thence North 34° 21' 35" East, a distance of 146.12 feet to the beginning of a tangent 1382.50 foot curve to the right; thence on the said curve through a central angle of 17° 16' 25" (the long chord of which bears North 42° 59' 47" East, a distance of 415.22 feet) an arc distance of 416.80 feet to the end thereof; thence North 51° 38' 00" East, a distance of 116.78 feet to the beginning of a tangent 1632.50 foot radius curve to the right; thence on the said curve through a central angle of 14° 49' 52" (the long chord of which bears North 59° 02' 56" East a distance of 421.40 feet) an arc distance of 422.58 feet to the end thereof; thence North 22° 39' 11" West a distance of 910.55 feet and the terminus of said easement.

The above-described easement shall be non-exclusive from the point of beginning to the point of the centerline located at the end of the portion of the legal description identified as South 70 25' 21" West, a distance of 2014.86 feet, and shall be exclusive from such point to the terminus of said easement.

EXHIBIT D (continued)

Legal Description for Pipe Line Easement

In addition, the Pipe Line Easement shall be exclusive over the following additional parcels:

A parcel of land in being in the Southwest one-quarter of Section 15, the Northwest one-quarter of Section 22, the Northeast one-quarter of section 21 and the Southeast one quarter of Section 16, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the easterly corner of Parcel One, being the initial point of Partition Plat No. 2007-28, Columbia County Survey Records, Columbia County, Oregon, a found ½" iron pipe 2 feet above surface, thence North 82° 16' 59" West a distance of 3427.88 feet to the west edge of Parcel 11 of said Partition Plat and also being the true point of beginning; thence South 70° 25' 21" West a distance of 193.20 feet; thence South 46° 30' 16" West a distance of 52.66 feet; thence North 43° 47' 31" West a distance of 30.00 feet; thence North 46° 30' 16" East a distance of 59.17 feet; thence North 70° 25' 21" East a distance of 121.87 feet to the west edge of Parcel 11 of said Partition Plat; thence South 88° 27' 41" East a distance of 83.27 feet to the point of beginning.

The above described parcel contains 6403 square feet or 0.147 acres, more or less.

Together with:

A parcel of land in being in the Southwest one-quarter of Section 15, the Northwest one-quarter of Section 22, the Northeast one-quarter of section 21 and the Southeast one quarter of Section 16, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the easterly corner of Parcel One, being the initial point of Partition Plat No. 2007-28, Columbia County Survey Records, Columbia County, Oregon, a found ½" iron pipe 2 feet above surface; thence South 84° 24' 31" West a distance of 3065.29 feet to the true point of beginning; thence North 43° 36' 20" West a distance of 850.46 feet; thence North 46° 23' 40" East a distance of 30.00 feet; thence South 43° 36' 20" East a distance of 192.23 feet; thence North 46° 27' 52" East a distance of 18.63 feet; thence South 43° 36' 20" East a distance of 45.09 feet; thence South 46° 27' 52" West a distance of 18.63 feet; thence South 43° 36' 20" East a distance of 195.12 feet; thence North 46° 27' 52" East a distance of 18.63 feet; thence South 46° 36' 20" East a distance of 45.09 feet; thence South 46° 27' 52" West a distance of 18.63 feet; thence South 43° 36' 20" East a distance of 372.93 feet; thence South 46° 23' 40" West a distance of 30 feet to the point of beginning.

The above described parcel contains 27194 square feet or 0.624 acres, more or less.

The basis of bearings is based on Partition Plat 2007-28, Columbia County Records, Columbia County, Oregon.

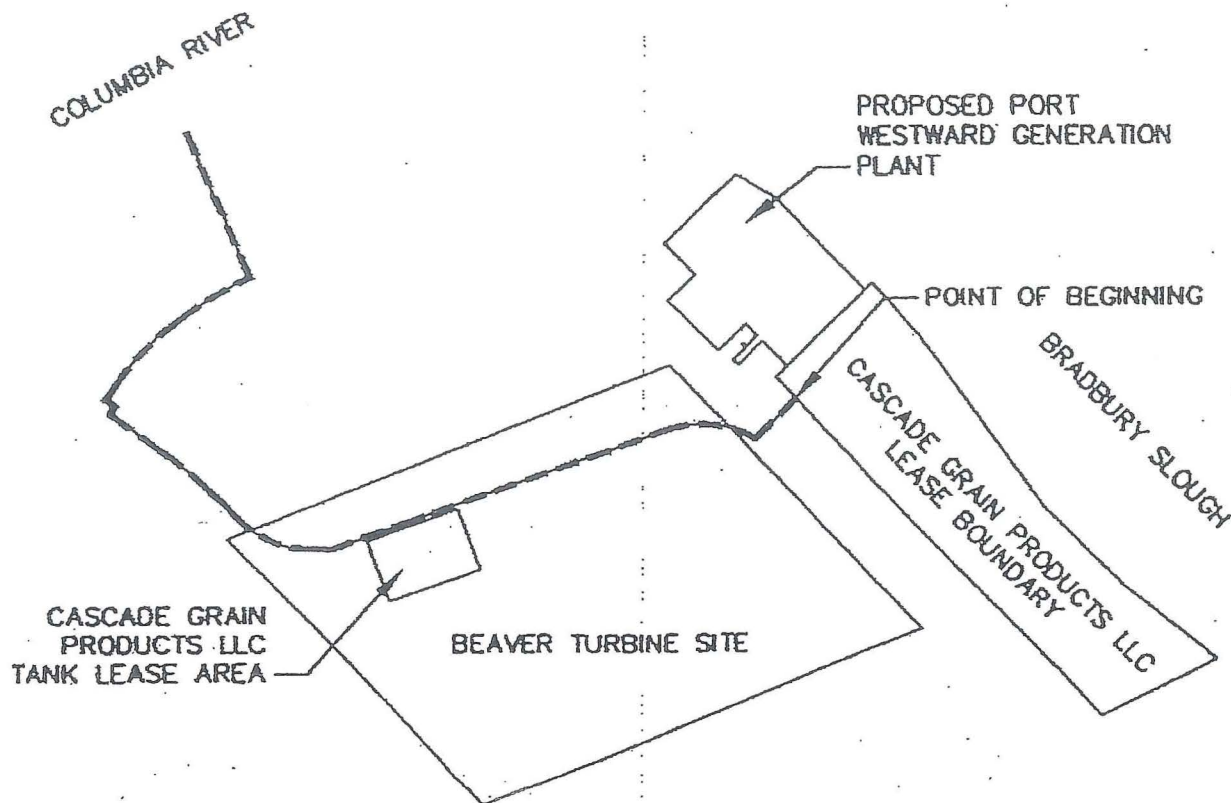
EXHIBIT E

**Depiction
of the
Pipe Line Area**

See attached

EXHIBIT E

Depiction of the Pipe Line Easement



The easement depicted above shall be non-exclusive from the Point of Beginning to the eastern boundary of the area identified as "Cascade Grain Products LLC Tank Lease Area" and shall be exclusive for the balance of the easement


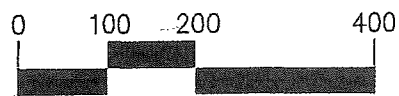
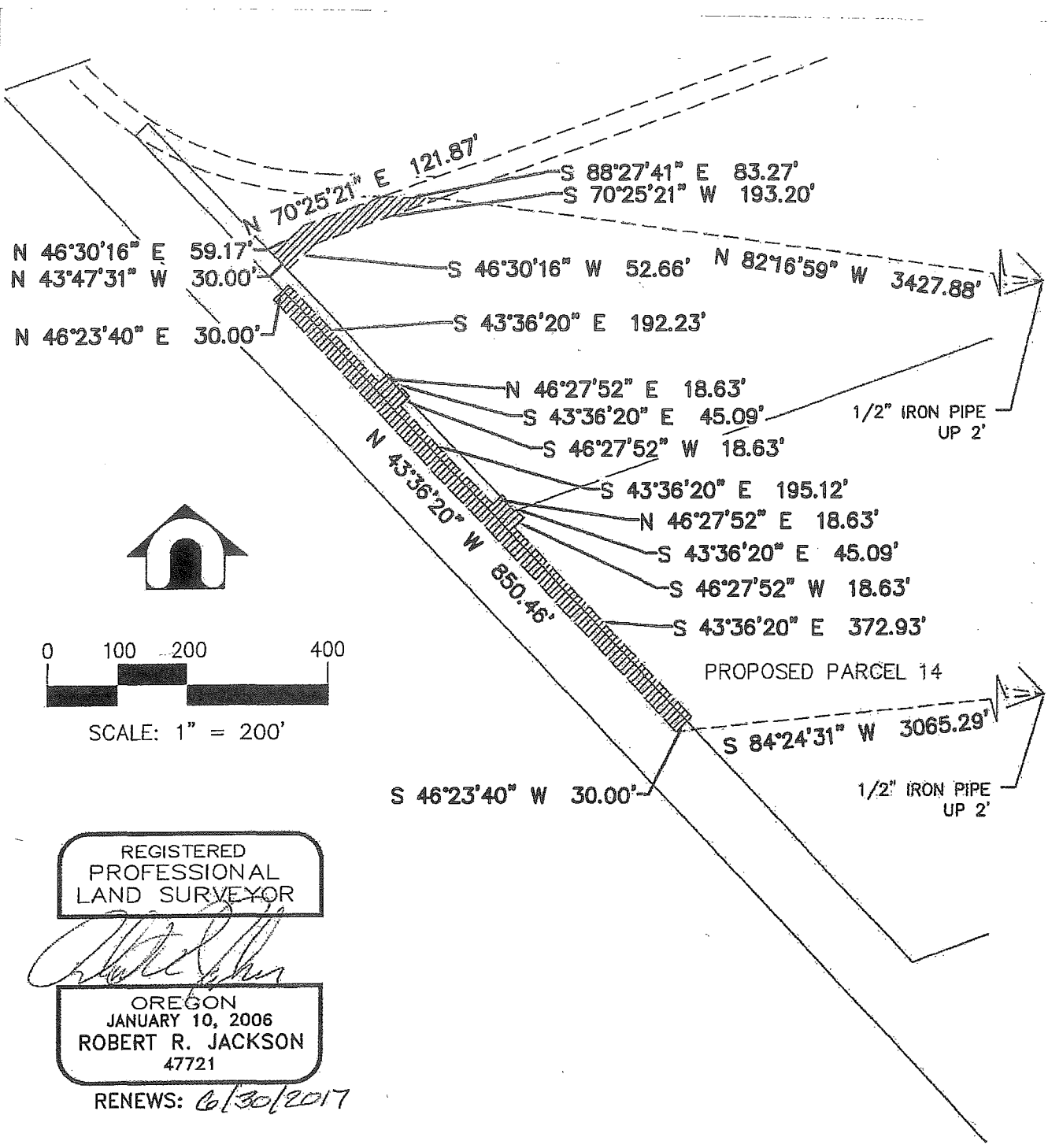
| | | | | |
|---|-----------|---------------------------------|----------|---------------|
|  DAVID EVANS AND ASSOCIATES INC. 2100 Southwest River Parkway Portland Oregon 97201 Phone: 503.223.6863 | PROJECT | EXHIBIT E | | HEET |
| | TITLE | PIPE LINE EASEMENT | | 1 |
| | | FOR CASCADE GRAIN PRODUCTS, LLC | | |
| | DWG. NO. | PROJECT | SCALE | AMENDMENT NO. |
| SVEM01CAGP0004 | CAGP0004 | 1" = 1000' | 1.0 | |
| DRAWN BY | DESIGN BY | APPROVED BY | DATE | |
| NST | DGH | DGH | 05/30/06 | |

EXHIBIT E (continued)

Depiction of the Pipe Line Easement



SCALE: 1" = 200'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JANUARY 10, 2006
 ROBERT R. JACKSON
 47721

RENEWS: 6/30/2017

**DAVID EVANS
 AND ASSOCIATES INC.**
 2100 SW River Parkway
 Portland Oregon 97201
 Phone: 503.223.6663

| | | | | |
|-----------|-----------------------------|-------------|---------------|-------|
| PROJECT | LEGAL DESCRIPTION | | | SHEET |
| TITLE | EXCLUSIVE PIPELINE EASEMENT | | | |
| DWG. REF. | PROJECT | SCALE | AMENDMENT NO. | 1 |
| C-1 | PGEGX0000-0025 | 1" = 200' | 0.0 | |
| DRAWN BY | DESIGN BY | APPROVED BY | DATE | |
| LDM | RRJ | | 03/16/2017 | |

EXHIBIT F

Memorandum of Agreement

WHEN RECORDED RETURN TO:
Cascade Kelly Holdings, LLC
c/o Global Companies LLC
800 South Street
Suite 500
Waltham, MA 02453
Attn: Sean T. Geary

SPACE ABOVE THIS LINE
RESERVED FOR
RECORDER'S USE ONLY

**AMENDED AND RESTATED
MEMORANDUM OF PIPE LINE EASEMENT**

THIS AMENDED AND RESTATED MEMORANDUM OF PIPE LINE EASEMENT AGREEMENT ("*Memorandum*") is made as of the ____ day of ____, 2017 between the PORT OF ST. HELENS, an Oregon municipal corporation, (the "*Port*"), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("*PGE*"), and CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company ("*CPBR*").

RECITALS

This Memorandum amends and restates in its entirety that certain Memorandum of Pipe Line Easement Agreement recorded on June 8, 2006, in Fee Number 2006-007498, Deed Records, Columbia County, Oregon (the "*Original Memorandum of Easement*").

The Port owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit A ("*Port Property*"), which Port Property is leased to PGE pursuant that certain Lease Agreement between the Port and Westward Properties, Inc., dated August 10, 1967 (as amended from time to time, the "*Lease*"), which Lease was assigned to PGE pursuant to an Assignment dated June 6, 1973.

PGE owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit B ("*PGE Property*").

The Port owns that certain real property located in Columbia County, Oregon, which is legally described on the attached Exhibit C-1 (the "*Additional Port Property*"), which Additional Port Property is leased to CPBR pursuant to that certain Sublease between the Port, PGE and Cascade Grain Products, LLC ("*Cascade*") dated as of the 31st day of May, 2006 (as it may be amended from time to time, the "*Sublease*"), which Sublease was subsequently converted into a

direct lease from PGE to Cascade. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

CPBR owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit C-2 ("*CPBR Property*") and, together with the Additional PGE Property, the "*Benefited Property*").

Together, the Port Property and the PGE Property, less the Benefited Property, are the "*Burdened Property*".

The Port, PGE, and CPBR, as successor in interest to Cascade, have entered into that certain Pipe Line Easement Agreement dated as of May 31, 2006, as amended by that certain Amendment to Pipe Line Easement dated as of November 1, 2012, as further amended by that certain Second Amendment to Pipe Line Easement Agreement dated as of the date of the Memorandum (the "*Agreement*"), pursuant to which the Port and PGE have granted to CPBR an easement (the "*Easement*") to install, construct, use, access, maintain, repair, and replace pipe lines and equipment (including pilings or structures necessary to support pipe lines) over and in those portions of the Burdened Property which are legally described on the attached Exhibit D and depicted on the attached Exhibit E ("*Pipe Line Area*").

The Easement is non-exclusive and irrevocable, commencing on the commencement date as described in the Sublease and expiring August 1, 2066, subject, however, (1) to earlier termination upon the occurrence of an event of default by CPBR and the exercise by the Port of its right to terminate the Sublease as described in the Sublease.

AGREEMENT

NOW, THEREFORE, the Port, PGE, and CPBR make this Memorandum to set forth certain provisions of the Agreement. Reference is made to the Agreement for a full statement of the terms and conditions of the Agreement, all of which are hereby incorporated by reference.

IN AGREEMENT, the Port, PGE, and CPBR have executed this Memorandum as of the date first above written.

PORT OF ST. HELENS, an Oregon municipal
corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By _____

Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon
limited liability company

By _____

Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**, an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

**Legal Description
of the
Port Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South, 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

**Legal Description
of the
Additional Port Property**

See attached

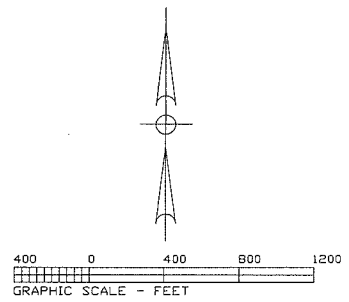
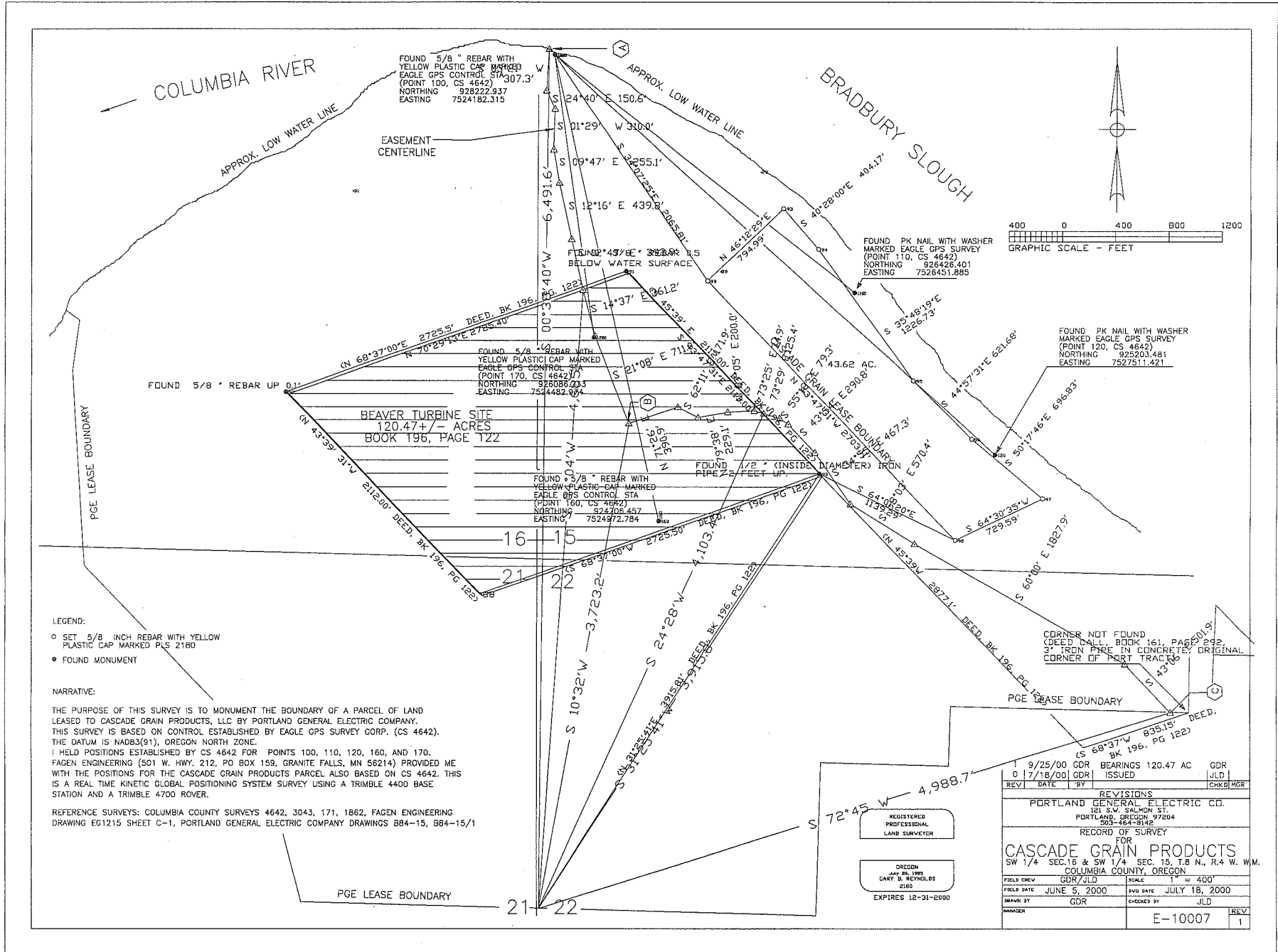
EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto, which by reference thereto is made a part hereof.



LEGEND:
 ○ SET 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 ● FOUND MONUMENT

NARRATIVE:
 THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.
 I HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170. FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 56214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINETIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.
 REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS B84-15, B84-15/1

REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 DARY D. REYNOLDS
 2180
 EXPIRES 12-31-2000

| | | | | |
|---|--------------|------------|--------------------|-----|
| CORNER NOT FOUND DEED CALL, BOOK 161, PAGE 292, 3" IRON PIPE IN CONCRETE, ORIGINAL CORNER OF TRACT 130 | | | | |
| PGE LEASE BOUNDARY | | | | |
| (S 68°37'W 835.15' DEED, BK 196, PG 122) | | | | |
| 1 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR |
| 0 | 17/18/00 | GDR | ISSUED | JLD |
| REVISIONS | | | | |
| PORTLAND GENERAL ELECTRIC CO. 121 S.W. SALMON ST. PORTLAND, OREGON 97204 503-464-8142 | | | | |
| RECORD OF SURVEY FOR | | | | |
| CASCADE GRAIN PRODUCTS | | | | |
| SW 1/4 SEC. 16 & SW 1/4 SEC. 15, T.8 N., R.4 W. W.M. COLUMBIA COUNTY, OREGON | | | | |
| FIELD CREW | GDR/JLD | SCALE | 1" = 400' | |
| FIELD DATE | JUNE 5, 2000 | PAID DATE | JULY 18, 2000 | |
| DRAWN BY | GDR | CHECKED BY | JLD | |
| MANAGER | | | E-10007 | |
| | | | REV | 1 |

EXHIBIT C-2

**Legal Description
of the
CPBR Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT D

**Legal Description
of the
Pipe Line Area**

See attached



DAVID EVANS
AND ASSOCIATES INC.

CAGP0000-0004
DGH
4-11-06
Revised 5-30-06



Exhibit D
Legal Description for Pipe Line Easement
Between Cascade Grain Products, LLC And
Portland General Electric Company

Situated in the Southwest Quarter of Section 16 and, the Southwest Quarter of Section 15, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, and lying 15.00 feet to the left and 15.00 feet to the right of the following described centerline:

Beginning at a point (North 926389.748; East 7525459.173) located South 88° 30' 47" East, a distance of 1301.36 feet and North 01° 29' 13" East, a distance of 4637.43 feet from the East Quarter Corner of Section 21, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, located on the Easterly line of the Cascade Grain Products, LLC Lease Boundary and running thence South 46° 09' 24" West, a distance of 327.05 feet to the beginning of a non tangent 645.00 foot radius curve to the left (the radius point bears South 29° 46' 42" West); thence on the said curve through a central angle of 49° 21' 21" (the long chord of which bears North 84° 53' 59" West, a distance of 538.60 feet) an arc distance of 555.62 feet to the end thereof; thence South 70° 25' 21" West, a distance of 2014.86 feet; thence North 88° 27' 41" West, a distance of 156.35 feet to the beginning of a tangent 525.00 foot radius curve to the right; thence on the said curve through a central angle of 44° 29' 08" (the long chord of which bears North 66° 13' 07" West, a distance of 397.46 feet) an arc distance of 407.62 feet to the end thereof; thence North 43° 58' 33" West, a distance of 243.81 feet the beginning of a tangent 1932.50 foot radius curve to the left; thence on the said curve through a central angle of 10° 21' 51" (the long chord of which bears North 49° 09' 28" West, a distance of 349.09 feet) an arc distance of 349.57 feet to the end thereof; thence North 53° 11' 52" West, a distance of 359.02 feet; thence North 34° 21' 35" East, a distance of 55.00 feet; thence North 55° 38' 25" West, a distance of 65.00 feet; thence North 34° 21' 35" East, a distance of 146.12 feet to the beginning of a tangent 1382.50 foot curve to the right; thence on the said curve through a central angle of 17° 16' 25" (the long chord of which bears North 42° 59' 47" East, a distance of 415.22 feet) an arc distance of 416.80 feet to the end thereof; thence North 51° 38' 00" East, a distance of 116.78 feet to the beginning of a tangent 1632.50 foot radius curve to the right; thence on the said curve through a central angle of 14° 49' 52" (the long chord of which bears North 59° 02' 56" East a distance of 421.40 feet) an arc distance of 422.58 feet to the end thereof; thence North 22° 39' 11" West a distance of 910.55 feet and the terminus of said easement.

The above-described easement shall be non-exclusive from the point of beginning to the point of the centerline located at the end of the portion of the legal description identified as South 70 25' 21" West, a distance of 2014.86 feet, and shall be exclusive from such point to the terminus of said easement.

EXHIBIT D (continued)

Legal Description for Pipe Line Easement

In addition, the Pipe Line Easement shall be exclusive over the following additional parcels:

A parcel of land in being in the Southwest one-quarter of Section 15, the Northwest one-quarter of Section 22, the Northeast one-quarter of section 21 and the Southeast one quarter of Section 16, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the easterly corner of Parcel One, being the initial point of Partition Plat No. 2007-28, Columbia County Survey Records, Columbia County, Oregon, a found ½" iron pipe 2 feet above surface, thence North 82° 16' 59" West a distance of 3427.88 feet to the west edge of Parcel 11 of said Partition Plat and also being the true point of beginning; thence South 70° 25' 21" West a distance of 193.20 feet; thence South 46° 30' 16" West a distance of 52.66 feet; thence North 43° 47' 31" West a distance of 30.00 feet; thence North 46° 30' 16" East a distance of 59.17 feet; thence North 70° 25' 21" East a distance of 121.87 feet to the west edge of Parcel 11 of said Partition Plat; thence South 88° 27' 41" East a distance of 83.27 feet to the point of beginning.

The above described parcel contains 6403 square feet or 0.147 acres, more or less.

Together with:

A parcel of land in being in the Southwest one-quarter of Section 15, the Northwest one-quarter of Section 22, the Northeast one-quarter of section 21 and the Southeast one quarter of Section 16, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the easterly corner of Parcel One, being the initial point of Partition Plat No. 2007-28, Columbia County Survey Records, Columbia County, Oregon, a found ½" iron pipe 2 feet above surface; thence South 84° 24' 31" West a distance of 3065.29 feet to the true point of beginning; thence North 43° 36' 20" West a distance of 850.46 feet; thence North 46° 23' 40" East a distance of 30.00 feet; thence South 43° 36' 20" East a distance of 192.23 feet; thence North 46° 27' 52" East a distance of 18.63 feet; thence South 43° 36' 20" East a distance of 45.09 feet; thence South 46° 27' 52" West a distance of 18.63 feet; thence South 43° 36' 20" East a distance of 195.12 feet; thence North 46° 27' 52" East a distance of 18.63 feet; thence South 46° 36' 20" East a distance of 45.09 feet; thence South 46° 27' 52" West a distance of 18.63 feet; thence South 43° 36' 20" East a distance of 372.93 feet; thence South 46° 23' 40" West a distance of 30 feet to the point of beginning.

The above described parcel contains 27194 square feet or 0.624 acres, more or less.

The basis of bearings is based on Partition Plat 2007-28, Columbia County Records, Columbia County, Oregon.

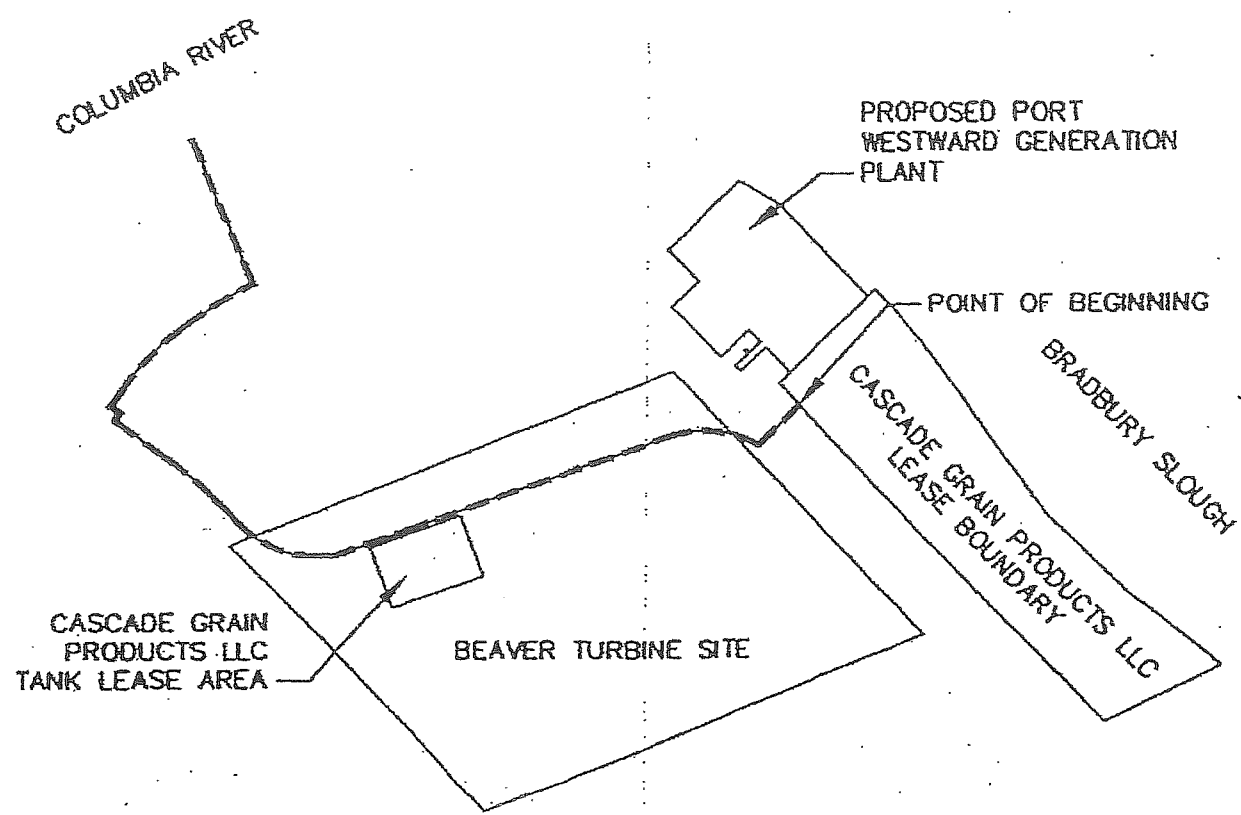
EXHIBIT E

**Depiction of the
Pipe Line Area**

See attached

EXHIBIT E

Depiction of the Pipe Line Easement



The easement depicted above shall be non-exclusive from the Point of Beginning to the eastern boundary of the area identified as "Cascade Grain Products LLC Tank Lease Area" and shall be exclusive for the balance of the easement


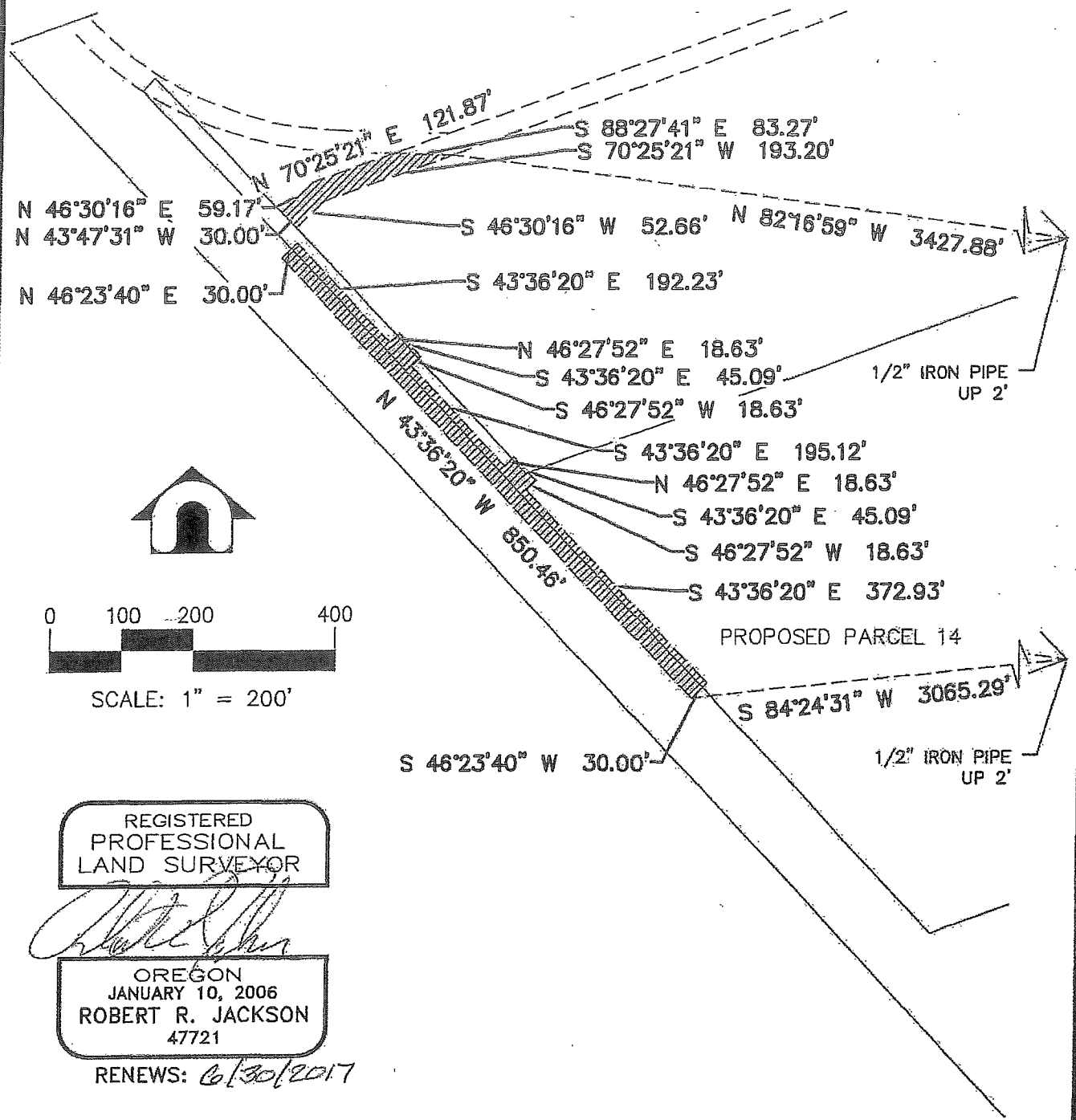
| | | | | |
|---|--|---------------------------|----------|---------------|
|  DAVID EVANS AND ASSOCIATES INC. 2100 Southwest River Parkway Portland Oregon 97201 Phone: 503.223.6663 | PROJECT | EXHIBIT E | | SHEET |
| | TITLE | PIPE LINE EASEMENT | | 1 |
| | FOR CASCADE GRAIN PRODUCTS, LLC | | | |
| | DRG. NO. | PROJECT | SCALE | AMENDMENT NO. |
| SVEM01CAGP0004 | CAGP0004 | 1" = 1000' | 1.0 | |
| DRAWN BY | DESIGN BY | APPROVED BY | DATE | |
| NST | DGH | DGH | 05/30/06 | |

EXHIBIT E (continued)

Depiction of the Pipe Line Easement



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Robert R. Jackson

OREGON
 JANUARY 10, 2006
 ROBERT R. JACKSON
 47721

RENEWS: 6/30/2017

**DAVID EVANS
 AND ASSOCIATES INC.**
 2100 SW River Parkway
 Portland Oregon 97201
 Phone: 503.223.6663

| | | | | |
|-----------|-----------------------------|-------------|---------------|-------|
| PROJECT | LEGAL DESCRIPTION | | | SHEET |
| TITLE | EXCLUSIVE PIPELINE EASEMENT | | | |
| DWG. REF. | PROJECT | SCALE | AMENDMENT NO. | 1 |
| C-1 | PGEGX0000-0025 | 1" = 200' | 0.0 | |
| DRAWN BY | DESIGN BY | APPROVED BY | DATE | |
| LDM | RRJ | | 03/16/2017 | |

Exhibit H1(A)

FIRST AMENDMENT TO
NATURAL GAS EASEMENT AGREEMENT

This FIRST AMENDMENT TO NATURAL GAS EASEMENT AGREEMENT (“*Amendment*”) is made effective as of the ___ day of _____, 2017, between the PORT OF ST. HELENS, an Oregon municipal corporation (“*Port*”), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (“*PGE*”), and CASCADE KELLY HOLDINGS LLC, LLC, an Oregon limited liability company (“*CPBR*”).

RECITALS:

A. The Port and PGE are parties to a certain Lease dated August 1, 1967, as amended, between the Port and Westward Properties (said tenant’s interest of Westward Properties was subsequently assigned to PGE) (collectively, the “*Master Lease*”) whereby the Port leased to PGE that certain real property in Columbia County, Oregon, commonly known as Port Westward (the “*PGE Leased Premises*”).

B. Pursuant to that certain Amended and Restated Sublease by and between PGE and Cascade Grain Products, LLC (“*Cascade*”) dated as of the 31st day of May, 2006 (the “*Original Sublease*”), PGE subleased to Cascade a portion of the PGE Leased Premises (the “*Subleased Premises*”) on which Cascade subsequently developed an ethanol production and terminaling facility (the “*Ethanol Facility*”). The Sublease was subsequently converted into a direct lease from PGE to Cascade, with PGE retaining certain enforcement rights pursuant to Section 3.2 of the Amendment of Lease by PGE and the Port effective May 31, 2006 (the “*Amendment to PGE Master Lease*”).

C. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

D. The Original Sublease was amended by that certain Amendment of Amended and Restated Sublease dated as of March 19, 2007 (the “*First Amendment*”), that certain Second Amendment of Amended and Restated Sublease dated as of August 1, 2016, (the “*Second Amendment*”) and that certain Third Amendment of Amended and Restated Sublease dated as of the date hereof (the “*Third Amendment*”), each by and amongst CPBR, the Port and PGE. The Original Sublease, as amended by the First Amendment, the Second Amendment, the Third Amendment and as may be further amended or modified are collectively referred to herein as the “*Sublease*”.

E. In connection with the Original Sublease, PGE, Cascade and the Port entered into that certain Natural Gas Easement Agreement dated as of May 31, 2006 (the “*Original Easement*”), a copy of which is attached to the Original Sublease as Exhibit H1 thereto, and that certain Memorandum of Natural Gas Easement recorded on June 8, 2006, in Fee Number 2006-007494, Deed Records, Columbia County, Oregon (the “*Memorandum of Easement*”).

F. In connection with the Third Amendment, CPBR, the Port and PGE have agreed to amend the Original Easement and the Memorandum of Easement on the terms and conditions set forth in this Amendment.

AGREEMENTS:

For good, fair and valuable consideration, the receipt and sufficiency of which is acknowledged, the Port, PGE and CPBR agree as follows:

1. Burdened Property. Recital A of the Original Easement, together with Exhibit A and Exhibit B of the Original Easement referenced therein, is hereby deleted and the following (including Exhibits A and Exhibits B to this Amendment) is inserted in lieu thereof:

*“A. The Port owns and leases to PGE that certain land located in Columbia County, Oregon which is legally described on Exhibit A attached to and made a part of this Agreement, and PGE owns that certain land located in Columbia County, Oregon legally described on Exhibit B attached to and made a part of this Agreement (together, the land described on Exhibits A and B, less the Benefitted Property as described below, is the “**Burdened Property**”).”*

2. Benefitted Property. Recital B of the Original Easement, together with Exhibit C of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit C-1 and Exhibit C-2 to this Amendment) is inserted in lieu thereof:

*“B. Cascade Grain Products, LLC (“Cascade”) has entered into a sublease with PGE dated as of the 31st day of May, 2006 (as amended from time to time, the “Sublease”), which Sublease was subsequently converted into a direct lease from PGE to Cascade. Cascade Kelly Holdings, LLC (“CPBR”) assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7. Pursuant to the sublease, CPBR now leases the land located in Columbia County, Oregon, that is legally described on Exhibit C-1 attached to and made a part of this Agreement from the Port, and CPBR owns that certain land located in Columbia County, Oregon legally described on Exhibit C-2 attached to and made a party of this Agreement (together, the land described on Exhibits C-1 and C-2 is the “**Benefitted Property**”).”*

3. Memorandum of Easement. Section 15 of the Original Easement, together with Exhibit F of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit F to this Amendment) is inserted in lieu thereof:

*“15. **Short Form Memorandum of Agreement.** At the request of any party, the Port, PGE and CPBR shall promptly execute and record, at the cost of the*

requesting party, an amended and restated short form memorandum of this Agreement in the form attached hereto as Exhibit F.”

4. **Cascade.** Except as set forth in Recital B of the Original Easement (as amended by this Amendment), all references in the Original Easement to “Cascade” shall be deleted and “CPBR” shall be inserted in lieu thereof.
5. **Counterparts.** This Amendment may be executed in counterparts; each when considered together shall be deemed on document.
6. **Miscellaneous.** Except as otherwise modified by this Amendment, the Original Easement shall remain in full force and effect.

The Port, PGE and CPBR have executed and delivered this Amendment as of the date stated above.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company

By _____
Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon
municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by
_____, the _____ of the **PORTLAND GENERAL ELECTRIC
COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by
_____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**,
an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

**Legal Description
of the
Port Owned and PGE Leased Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Owned Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

**Legal Description
of the
Port Owned and CPBR Leased Property**

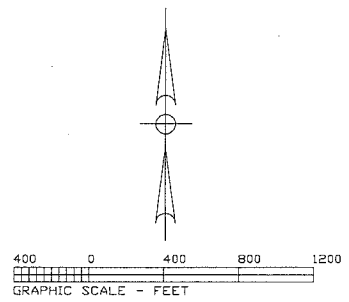
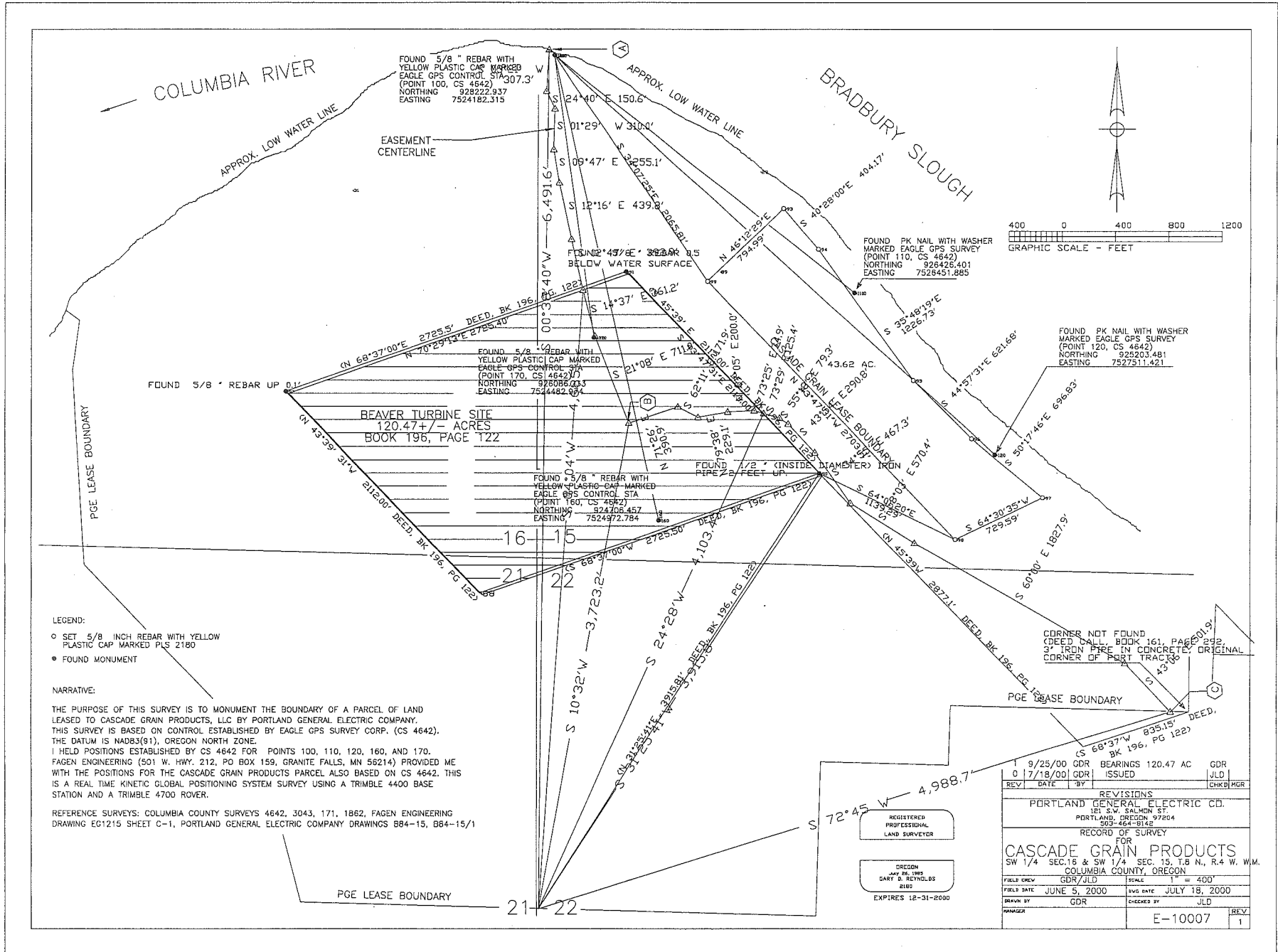
EXHIBIT C-6

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto; which by reference thereto is made a part hereof.



LEGEND:
 ○ SET 5/8" INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 ● FOUND MONUMENT

NARRATIVE:
 THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.
 1 HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170.
 FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 55214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINETIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.
 REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS B84-15, B84-15/1

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
 DARY D. REYNOLDS
 2180
 EXPIRES 12-31-2000

| | | | | | |
|--|--------------|------------|--------------------|------|-----|
| REV | DATE | BY | ISSUED | CHKD | MGR |
| 0 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR | JLD |
| 1 | 10/17/00 | GDR | ISSUED | JLD | |
| REVISIONS | | | | | |
| PORTLAND GENERAL ELECTRIC CO. 121 S.W. SALMON ST. PORTLAND, OREGON 97204 503-464-8142 | | | | | |
| RECORD OF SURVEY FOR CASCADE GRAIN PRODUCTS SW 1/4 SEC. 16 & SW 1/4 SEC. 15, T.8 N., R.4 W., W.M. COLUMBIA COUNTY, OREGON | | | | | |
| FIELD DREW | GDR/JLD | SCALE | 1" = 400' | | |
| FIELD DATE | JUNE 5, 2000 | ENG DATE | JULY 18, 2000 | | |
| DRAWN BY | GDR | CHECKED BY | JLD | | |
| MANAGER | | | E-10007 | | |
| | | | | REV | 1 |

EXHIBIT C-2

**Legal Description
of the
CPBR Owned Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT F

Memorandum of Agreement

WHEN RECORDED RETURN TO:
Cascade Kelly Holdings, LLC
c/o Global Companies LLC
800 South Street
Suite 500
Waltham, MA 02453
Attn: Sean T. Geary

SPACE ABOVE THIS LINE
RESERVED FOR
RECORDER'S USE ONLY

**AMENDED AND RESTATED
MEMORANDUM OF NATURAL GAS EASEMENT**

THIS AMENDED AND RESTATED MEMORANDUM OF NATURAL GAS EASEMENT AGREEMENT (“*Memorandum*”) is made as of the ____ day of ____, 2017 between the PORT OF ST. HELENS, an Oregon municipal corporation, (the “*Port*”), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (“*PGE*”), and CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company (“*CPBR*”).

RECITALS

This Memorandum amends and restates in its entirety that certain Memorandum of Natural Gas Easement Agreement recorded on June 8, 2006, in Fee Number 2006-007494, Deed Records, Columbia County, Oregon (the “*Original Memorandum of Easement*”).

The Port owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit A (“*Port Property*”), which Port Property is leased to PGE pursuant that certain Lease Agreement between the Port and Westward Properties, Inc., dated August 10, 1967 (as amended from time to time, the “*Lease*”), which Lease was assigned to PGE pursuant to an Assignment dated June 6, 1973.

PGE owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit B (“*PGE Property*”).

The Port owns that certain real property located in Columbia County, Oregon, which is legally described on the attached Exhibit C-1 (the “*Additional Port Property*”), which Additional Port Property is leased to CPBR pursuant to that certain Sublease between the Port, PGE and Cascade Grain Products, LLC (“*Cascade*”) dated as of the 31st day of May, 2006 (as it may be amended from time to time, the “*Sublease*”), which Sublease was subsequently converted into a

direct lease from PGE to Cascade. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

CPBR owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit C-2 ("*CPBR Property*" and, together with the Additional PGE Property, the "*Benefited Property*").

Together, the Port Property and the PGE Property, less the Benefited Property, are the "*Burdened Property*".

The Port, PGE, and CPBR, as successor in interest to Cascade, have entered into that certain Natural Gas Easement Agreement dated as of May 31, 2006, as amended by that certain First Amendment to Natural Gas Easement Agreement dated as of the date of the Memorandum (the "*Agreement*"), pursuant to which the Port and PGE have granted to CPBR an easement (the "*Easement*") to install, construct, use, access, maintain, repair, and replace natural gas utilities over and in those portions of the Burdened Property which are legally described on the attached Exhibit D and depicted on the attached Exhibit E ("*Natural Gas Access Area*").

The Easement is non-exclusive and irrevocable, commencing on the commencement date as described in the Sublease and expiring August 1, 2066, subject, however, (1) to earlier termination upon the occurrence of an event of default by CPBR and the exercise by the Port of its right to terminate the Sublease as described in the Sublease.

AGREEMENT

NOW, THEREFORE, the Port, PGE, and CPBR make this Memorandum to set forth certain provisions of the Agreement. Reference is made to the Agreement for a full statement of the terms and conditions of the Agreement, all of which are hereby incorporated by reference.

IN AGREEMENT, the Port, PGE, and CPBR have executed this Memorandum as of the date first above written.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon
limited liability company

By _____
Its _____

EXHIBIT A

**Legal Description
of the
Port Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

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BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

**Legal Description
of the
Additional Port Property**

See attached

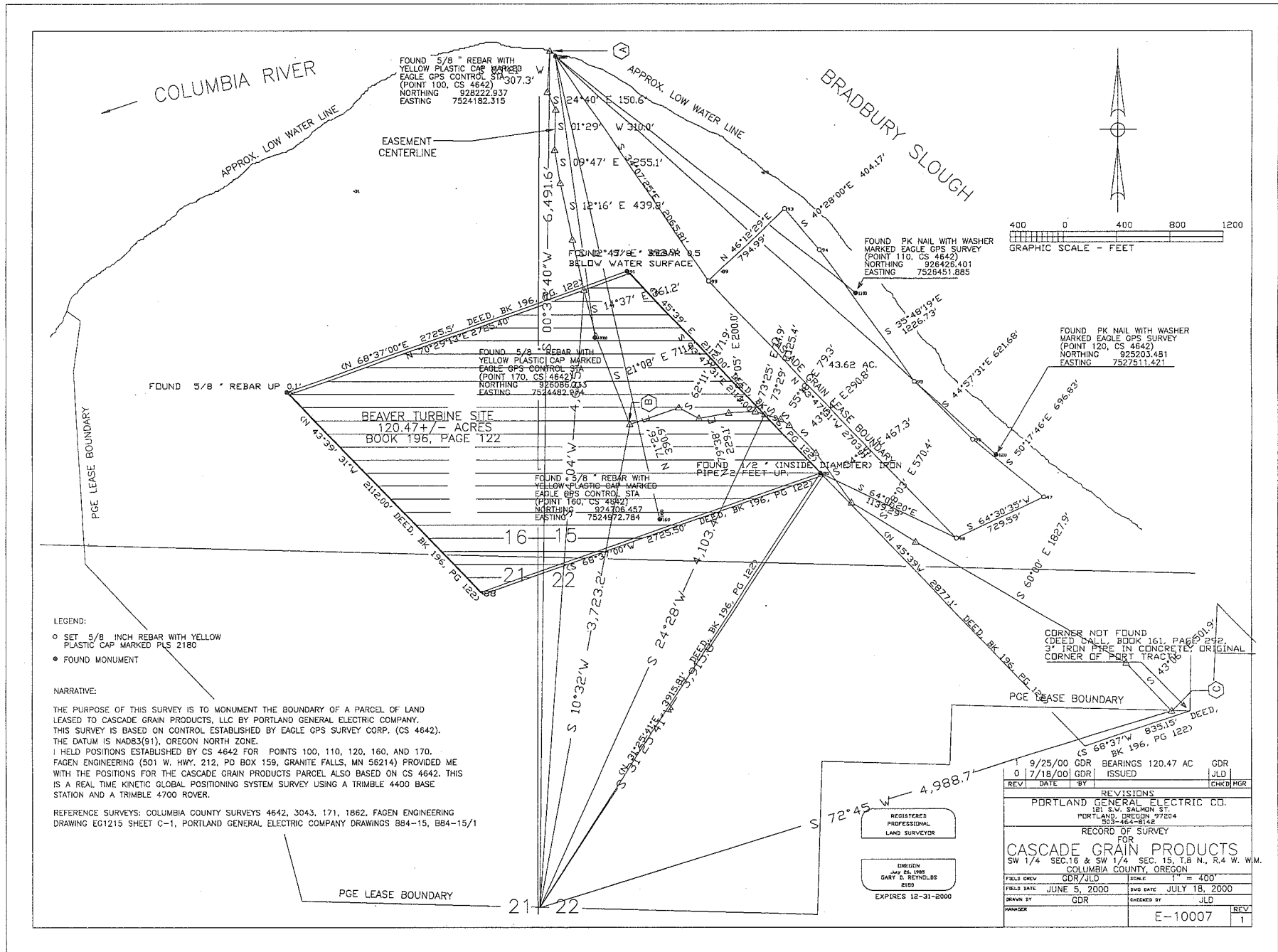
EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto; which by reference thereto is made a part hereof.



LEGEND:
 ○ SET 5/8" INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 ● FOUND MONUMENT

NARRATIVE:
 THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.
 1 HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170. FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 56214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINETIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.
 REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS 894-15, 884-15/1

CORNER NOT FOUND
 (DEED CALL, BOOK 161, PAGE 292,
 3" IRON PIPE IN CONCRETE, ORIGINAL
 CORNER OF POST TRACK)

PGE LEASE BOUNDARY

CS 66°37'W 835.15' DEED, BK 196, PG 122

| | | | | | |
|-----|---------|-----|--------------------|------|-----|
| REV | DATE | BY | ISSUED | CHKD | MGR |
| 0 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR | |
| 1 | 7/18/00 | GDR | ISSUED | JLD | |

REVISIONS
 PORTLAND GENERAL ELECTRIC CO.
 121 S.W. SALMON ST.
 PORTLAND, OREGON 97204
 503-464-8142

RECORD OF SURVEY
 FOR
CASCADE GRAIN PRODUCTS
 SW 1/4 SEC.16 & SW 1/4 SEC. 15, T.8 N., R.4 W. W.M.
 COLUMBIA COUNTY, OREGON

FIELD CREW: GDR/JLD SCALE: 1" = 400'
 FIELD DATE: JUNE 5, 2000 SWD DATE: JULY 18, 2000
 DRAWN BY: GDR CHECKED BY: JLD
 NUMBER: E-10007 REV: 1

REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 MAY 29, 1989
 GARY D. REYNOLDS
 DEED
 EXPIRES 12-31-2000

EXHIBIT C-2

**Legal Description
of the
CPBR Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT D

**Legal Description
of the
Natural Gas Access Area**

See attached

Exhibit D

**Natural Gas Line Easement Description
PGE to Cascade Grain**

A strip of land 50 feet wide, being 25 feet on each side of a centerline situated in the southwest quarter (SW 1/4) of Section 15, and the northwest quarter (NW 1/4) of Section 22, and the northeast quarter (NE 1/4) of Section 21, and the southeast quarter (SE 1/4) of Section 16, of T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, S 72° 24' 50" W for a distance of 2621.27 feet to Point 1 and the POINT OF BEGINNING OF said centerline, THENCE, along said centerline the following courses:

| | |
|-----------------|---|
| N 77° 50' 50" W | 219.38 feet to Point 2; |
| N 44° 33' 00" W | 1411.53 feet to Point 3; |
| N 46° 30' 16" E | 191.76 feet to Point 4; |
| N 70° 29' 54" E | 2317.28 feet to Point 5; |
| S 86° 08' 31" E | 269.37 feet to Point 6; |
| S 64° 46' 32" E | 160.59 feet to Point 7; |
| S 57° 47' 15" E | 67.69 feet to Point 8; |
| N 50° 50' 24" E | 329.16 feet to Point 9 at the southwest line of a 46.62 acre parcel of land as monumented and recorded in Columbia County Survey Records C.S. 4771 and the terminus of said centerline. |

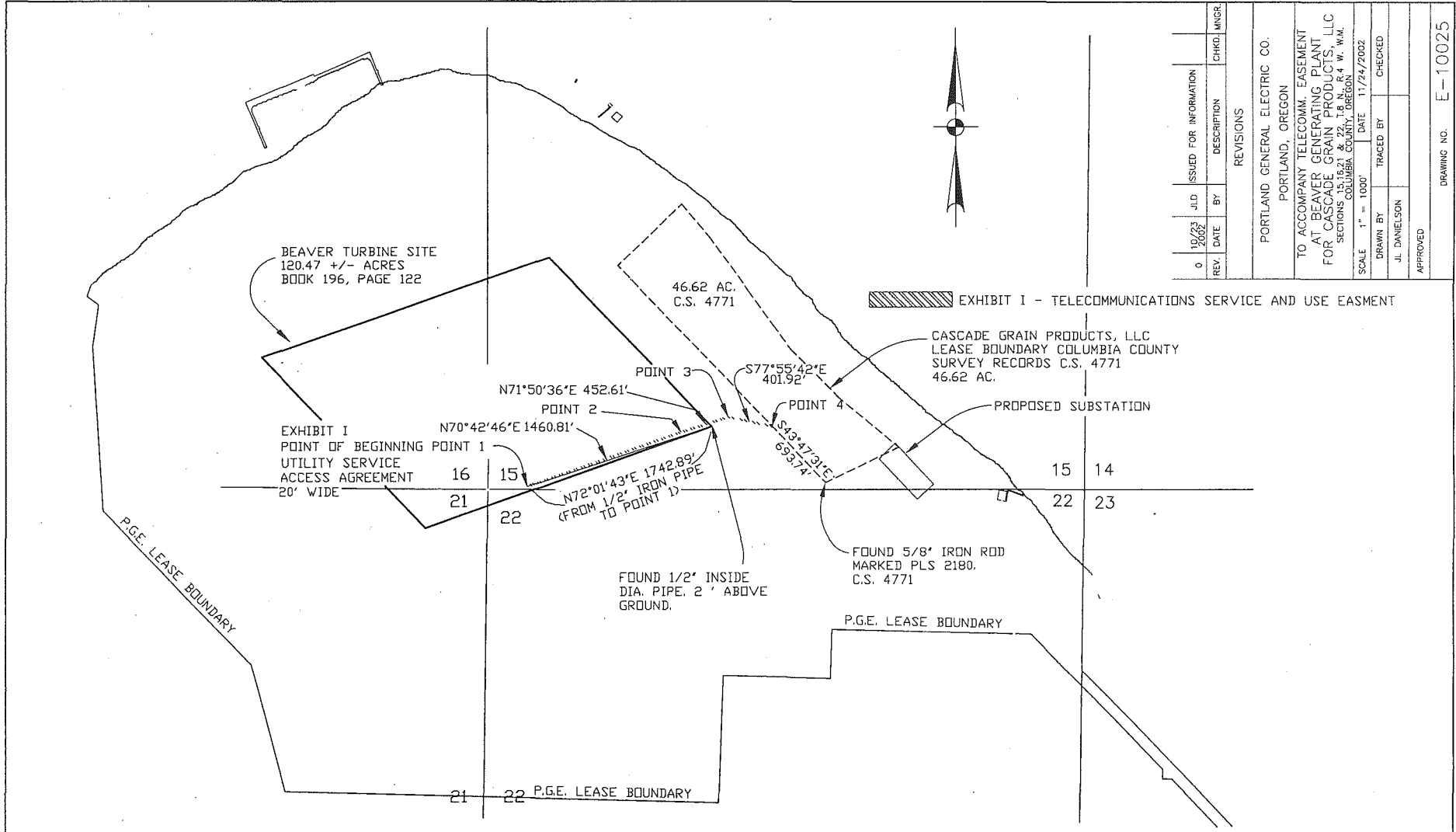
The above centerline is shown on Portland General Electric Company drawing E-10030, attached hereto, which by reference thereto is made apart hereof.

Gdrl1603

EXHIBIT E

**Depiction
of the
Natural Gas Access Area**

See attached



| REV. | DATE | ISSUED FOR INFORMATION | BY | DESCRIPTION | CHKD | MGR. |
|------|------------|------------------------|----|-------------|------|------|
| 0 | 10/23/2002 | | | | | |

| REVISIONS | |
|---|-----------------|
| PORTLAND GENERAL ELECTRIC CO. | |
| PORTLAND, OREGON | |
| TO ACCOMPANY TELECOMM. EASEMENT | |
| AT BEAVER GENERATING PLANT | |
| FOR CASCADE GRAIN PRODUCTS, LLC | |
| SECTIONS 15, 16, 21 & 22, T. 8 N., R. 4 W., W.M., COLUMBIA COUNTY, OREGON | |
| SCALE 1" = 1000' | DATE 11/24/2002 |
| DRAWN BY | TRACED BY |
| JL DANIELSON | CHECKED |
| APPROVED | |

| | |
|-------------|---------|
| DRAWING NO. | E-10025 |
|-------------|---------|

Exhibit H2(A)

FIRST AMENDMENT TO
ELECTRICAL EASEMENT AGREEMENT

This FIRST AMENDMENT TO ELECTRICAL EASEMENT AGREEMENT (“*Amendment*”) is made effective as of the ___ day of _____, 2017, between the PORT OF ST. HELENS, an Oregon municipal corporation (“*Port*”), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (“*PGE*”), and CASCADE KELLY HOLDINGS LLC, LLC, an Oregon limited liability company (“*CPBR*”).

RECITALS:

A. The Port and PGE are parties to a certain Lease dated August 1, 1967, as amended, between the Port and Westward Properties (said tenant’s interest of Westward Properties was subsequently assigned to PGE) (collectively, the “*Master Lease*”) whereby the Port leased to PGE that certain real property in Columbia County, Oregon, commonly known as Port Westward (the “*PGE Leased Premises*”).

B. Pursuant to that certain Amended and Restated Sublease by and between PGE and Cascade Grain Products, LLC (“*Cascade*”) dated as of the 31st day of May, 2006 (the “*Original Sublease*”), PGE subleased to Cascade a portion of the PGE Leased Premises (the “*Subleased Premises*”) on which Cascade subsequently developed an ethanol production and terminaling facility (the “*Ethanol Facility*”). The Sublease was subsequently converted into a direct lease from PGE to Cascade, with PGE retaining certain enforcement rights pursuant to Section 3.2 of the Amendment of Lease by PGE and the Port effective May 31, 2006 (the “*Amendment to PGE Master Lease*”).

C. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

D. The Original Sublease was amended by that certain Amendment of Amended and Restated Sublease dated as of March 19, 2007 (the “*First Amendment*”), that certain Second Amendment of Amended and Restated Sublease dated as of August 1, 2016, (the “*Second Amendment*”) and that certain Third Amendment of Amended and Restated Sublease dated as of the date hereof (the “*Third Amendment*”), each by and amongst CPBR, the Port and PGE. The Original Sublease, as amended by the First Amendment, the Second Amendment, the Third Amendment and as may be further amended or modified are collectively referred to herein as the “*Sublease*”.

E. In connection with the Original Sublease, PGE, Cascade and the Port entered into that certain Electrical Easement Agreement dated as of May 31, 2006 (the “*Original Easement*”), a copy of which is attached to the Original Sublease as Exhibit H2 thereto, and that certain Memorandum of Electrical Easement recorded on June 8, 2006, in Fee Number 2006-007495, Deed Records, Columbia County, Oregon (the “*Memorandum of Easement*”).

F. In connection with the Third Amendment, CPBR, the Port and PGE have agreed to amend the Original Easement and the Memorandum of Easement on the terms and conditions set forth in this Amendment.

AGREEMENTS:

For good, fair and valuable consideration, the receipt and sufficiency of which is acknowledged, the Port, PGE and CPBR agree as follows:

1. Burdened Property. Recital A of the Original Easement, together with Exhibit A and Exhibit B of the Original Easement referenced therein, is hereby deleted and the following (including Exhibits A and Exhibits B to this Amendment) is inserted in lieu thereof:

*“A. The Port owns and leases to PGE that certain land located in Columbia County, Oregon which is legally described on Exhibit A attached to and made a part of this Agreement, and PGE owns that certain land located in Columbia County, Oregon legally described on Exhibit B attached to and made a part of this Agreement (together, the land described on Exhibits A and B, less the Benefitted Property as described below, is the “**Burdened Property**”).”*

2. Benefitted Property. Recital B of the Original Easement, together with Exhibit C of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit C-1 and Exhibit C-2 to this Amendment) is inserted in lieu thereof:

*“B. Cascade Grain Products, LLC (“Cascade”) has entered into a sublease with PGE dated as of the 31st day of May, 2006 (as amended from time to time, the “Sublease”), which Sublease was subsequently converted into a direct lease from PGE to Cascade. Cascade Kelly Holdings, LLC (“CPBR”) assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7. Pursuant to the sublease, CPBR now leases the land located in Columbia County, Oregon, that is legally described on Exhibit C-1 attached to and made a part of this Agreement from the Port, and CPBR owns that certain land located in Columbia County, Oregon legally described on Exhibit C-2 attached to and made a party of this Agreement (together, the land described on Exhibits C-1 and C-2 is the “**Benefitted Property**”).”*

3. Memorandum of Easement. Section 15 of the Original Easement, together with Exhibit F of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit F to this Amendment) is inserted in lieu thereof:

*“15. **Short Form Memorandum of Agreement.** At the request of any party, the Port, PGE and CPBR shall promptly execute and record, at the cost of the*

requesting party, an amended and restated short form memorandum of this Agreement in the form attached hereto as Exhibit F.”

4. Cascade. Except as set forth in Recital B of the Original Easement (as amended by this Amendment), all references in the Original Easement to “Cascade” shall be deleted and “CPBR” shall be inserted in lieu thereof.

5. Counterparts. This Amendment may be executed in counterparts; each when considered together shall be deemed on document.

6. Miscellaneous. Except as otherwise modified by this Amendment, the Original Easement shall remain in full force and effect.

The Port, PGE and CPBR have executed and delivered this Amendment as of the date stated above.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company

By _____
Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon
municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by
_____, the _____ of the **PORTLAND GENERAL ELECTRIC
COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by
_____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**,
an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

**Legal Description
of the
Port Owned and PGE Leased Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Owned Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST; A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

**Legal Description
of the
Port Owned and CPBR Leased Property**

See attached

EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto; which by reference thereto is made a part hereof.

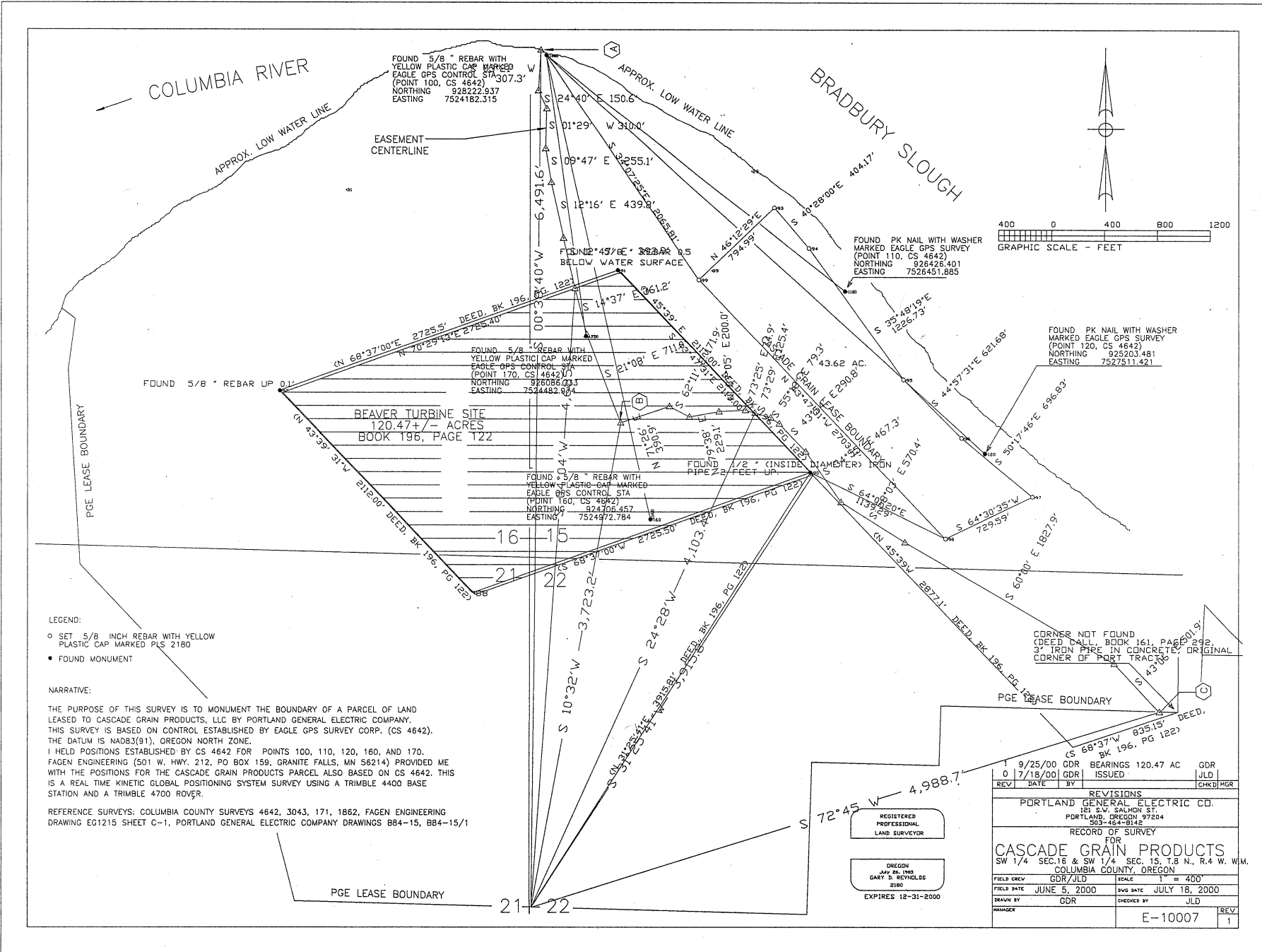


EXHIBIT C-2

**Legal Description
of the
CPBR Owned Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT F

Memorandum of Agreement

WHEN RECORDED RETURN TO:
Cascade Kelly Holdings, LLC
c/o Global Companies LLC
800 South Street
Suite 500
Waltham, MA 02453
Attn: Sean T. Geary

SPACE ABOVE THIS LINE
RESERVED FOR
RECORDER'S USE ONLY

**AMENDED AND RESTATED
MEMORANDUM OF ELECTRICAL EASEMENT**

THIS AMENDED AND RESTATED MEMORANDUM OF ELECTRICAL EASEMENT AGREEMENT ("**Memorandum**") is made as of the ___ day of ___, 2017 between the PORT OF ST. HELENS, an Oregon municipal corporation, (the "**Port**"), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("**PGE**"), and CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company ("**CPBR**").

RECITALS

This Memorandum amends and restates in its entirety that certain Memorandum of Electrical Easement Agreement recorded on June 8, 2006, in Fee Number 2006-007495, Deed Records, Columbia County, Oregon (the "**Original Memorandum of Easement**").

The Port owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit A ("**Port Property**"), which Port Property is leased to PGE pursuant that certain Lease Agreement between the Port and Westward Properties, Inc., dated August 10, 1967 (as amended from time to time, the "**Lease**"), which Lease was assigned to PGE pursuant to an Assignment dated June 6, 1973.

PGE owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit B ("**PGE Property**").

The Port owns that certain real property located in Columbia County, Oregon, which is legally described on the attached Exhibit C-1 (the "**Additional Port Property**"), which Additional Port Property is leased to CPBR pursuant to that certain Sublease between the Port, PGE and Cascade Grain Products, LLC ("**Cascade**") dated as of the 31st day of May, 2006 (as it may be amended from time to time, the "**Sublease**"), which Sublease was subsequently converted into a

direct lease from PGE to Cascade. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

CPBR owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit C-2 ("*CPBR Property*" and, together with the Additional PGE Property, the "*Benefited Property*").

Together, the Port Property and the PGE Property, less the Benefited Property, are the "*Burdened Property*".

The Port, PGE, and CPBR, as successor in interest to Cascade, have entered into that certain Electrical Easement Agreement dated as of May 31, 2006, as amended by that certain First Amendment to Electrical Easement Agreement dated as of the date of the Memorandum (the "*Agreement*"), pursuant to which the Port and PGE have granted to CPBR an easement (the "*Easement*") to install, construct, use, access, maintain, repair, and replace electrical service utilities over and in those portions of the Burdened Property which are legally described on the attached Exhibit D and depicted on the attached Exhibit E ("*Electrical Service Access Area*").

The Easement is non-exclusive and irrevocable, commencing on the commencement date as described in the Sublease and expiring August 1, 2066, subject, however, (1) to earlier termination upon the occurrence of an event of default by CPBR and the exercise by the Port of its right to terminate the Sublease as described in the Sublease.

AGREEMENT

NOW, THEREFORE, the Port, PGE, and CPBR make this Memorandum to set forth certain provisions of the Agreement. Reference is made to the Agreement for a full statement of the terms and conditions of the Agreement, all of which are hereby incorporated by reference.

IN AGREEMENT, the Port, PGE, and CPBR have executed this Memorandum as of the date first above written.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company

By _____
Its _____

EXHIBIT A

**Legal Description
of the
Port Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

**Legal Description
of the
Additional Port Property**

See attached

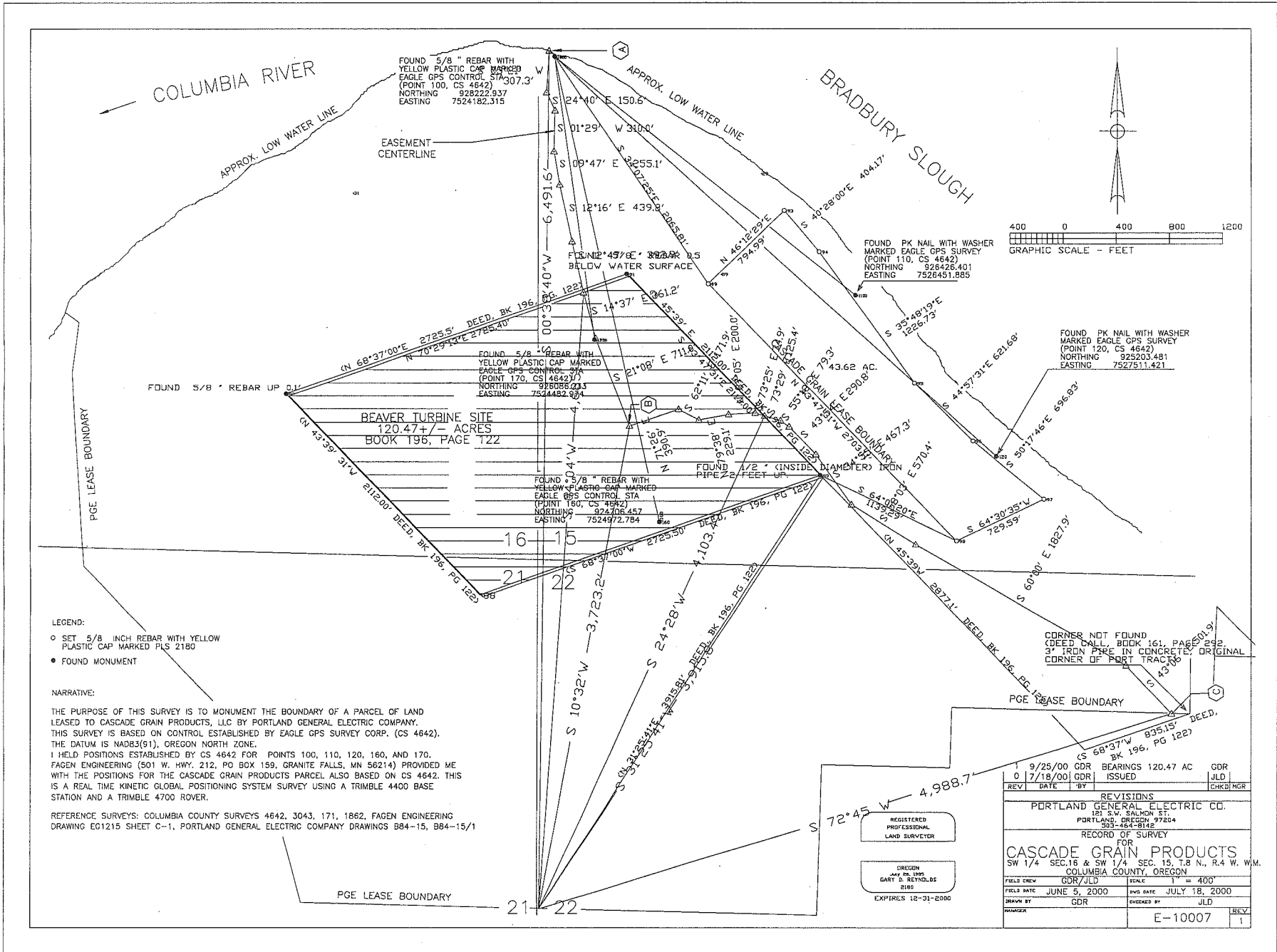
EXHIBIT C-6

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto, which by reference thereto is made a part hereof.



- LEGEND:
- SET 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 - FOUND MONUMENT

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE. 1 HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170. FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 56214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINETIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.

REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS 884-15, B84-15/1

| REV | DATE | BY | REVISIONS | GDR |
|-----|---------|-----|--------------------|-----|
| 1 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR |
| 0 | 7/18/00 | GDR | ISSUED | JLD |

REVISIONS

PORTLAND GENERAL ELECTRIC CO.
 181 S.W. SALMON ST.
 PORTLAND, OREGON 97204
 503-464-8146

RECORD OF SURVEY
 FOR
CASCADE GRAIN PRODUCTS
 SW 1/4 SEC. 16 & SW 1/4 SEC. 15, T.8 N., R.4 W. W.M.
 COLUMBIA COUNTY, OREGON

| | | | |
|------------|--------------|------------|---------------|
| FIELD CREW | GDR/JLD | SCALE | 1" = 400' |
| FIELD DATE | JUNE 5, 2000 | ISS DATE | JULY 18, 2000 |
| DRAWN BY | GDR | CHECKED BY | JLD |
| MANAGER | | | |

E-10007

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JUNE 28, 1988
 GARY D. REYNOLDS
 8180
 EXPIRES 12-31-2000

EXHIBIT C-2

**Legal Description
of the
CPBR Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT D

**Legal Description
of the
Electrical Service Access Area**

See attached



DAVID EVANS
AND ASSOCIATES INC.

CAGP0000-0001
DGH
8/31/05
Revised 9/07/05

Exhibit D
Legal Description for Electric Line Easement
Between Cascade Grain Products, LLC And
Portland General Electric Company

Situated in the Southwest Quarter of Section 15, the Southeast Quarter of Section 16, the Northeast Quarter of Section 21, and the Northwest Quarter of Section 22, all in Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, and lying 10.00 feet to the left and 10.00 feet to the right of the following described centerline:

Beginning at a point (North 926531.374, East 7525360.568) located North 88° 30' 47" West, a distance of 1199.12 feet and North 01° 29' 13" East, a distance of 4776.45 feet from the East Quarter Corner of Section 21, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, located on the Northerly line of the Cascade Grain Products, LLC Lease Boundary and running thence South 43° 47' 21" East, a distance of 3269.16 feet; thence South 29° 53' 13" East, a distance of 525.05 feet; thence South 34° 44' 14" West, a distance of 108.85 feet; thence South 16° 39' 02" West, a distance of 263.39 feet; thence South 00° 32' 50" West, a distance of 70.98 feet; thence North 88° 39' 40" West, a distance of 542.81 feet to the end thereof and the terminus of said easement.

SUBJECT to any easements and restrictions of record.

The basis of bearings for this legal description is based on the Oregon Coordinate System of NAD 83/91, North Zone as per Survey Number 4771, Columbia County Survey Records, Columbia County, Oregon.

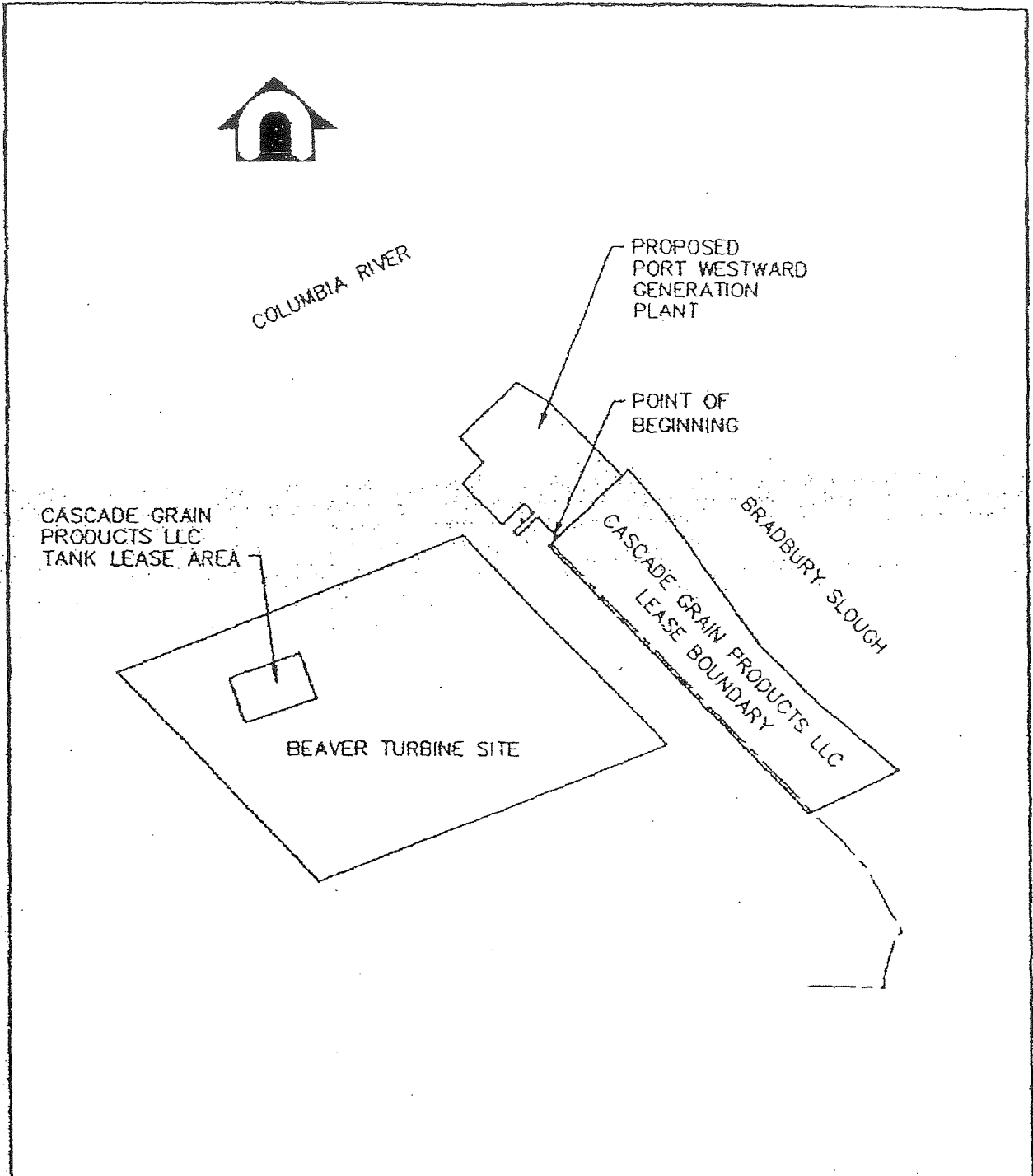


P:/project/cagp0000-0001/utfo/sv/legals/electricline.doc

EXHIBIT E

**Depiction
of the
Electrical Service Access Area**

See attached




| | | | | | |
|---|--|-----------------------------------|-----------------------------------|----------------------------|----------------------------------|
|  DAVID EVANS AND ASSOCIATES INC. 2100 Southwest River Parkway Portland Oregon 97201 Phone: 503.223.6663 | PROJECT | EXHIBIT E | | SHEET | |
| | TITLE | ELECTRIC LINE EASEMENT | | 1 OF 1 | |
| | FOR: CASCADE GRAIN PRODUCTS, LLC | | | | |
| | DWG. REF. SYEM03CAGP0001 DRAWN BY BXA | PROJECT CAGP0001 DESIGN BY DGH | SCALE 1"=1000' APPROVER BY DGH | | AMENDMENT NO. 0 DATE 09/01/05 |

Exhibit H5(A)

FIRST AMENDMENT TO
STORM WATER EASEMENT AGREEMENT

This FIRST AMENDMENT TO STORM WATER EASEMENT AGREEMENT (“*Amendment*”) is made effective as of the ___ day of _____, 2017, between the PORT OF ST. HELENS, an Oregon municipal corporation (“*Port*”), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (“*PGE*”), and CASCADE KELLY HOLDINGS LLC, LLC, an Oregon limited liability company (“*CPBR*”).

RECITALS:

A. The Port and PGE are parties to a certain Lease dated August 1, 1967, as amended, between the Port and Westward Properties (said tenant’s interest of Westward Properties was subsequently assigned to PGE) (collectively, the “*Master Lease*”) whereby the Port leased to PGE that certain real property in Columbia County, Oregon, commonly known as Port Westward (the “*PGE Leased Premises*”).

B. Pursuant to that certain Amended and Restated Sublease by and between PGE and Cascade Grain Products, LLC (“*Cascade*”) dated as of the 31st day of May, 2006 (the “*Original Sublease*”), PGE subleased to Cascade a portion of the PGE Leased Premises (the “*Subleased Premises*”) on which Cascade subsequently developed an ethanol production and terminaling facility (the “*Ethanol Facility*”). The Sublease was subsequently converted into a direct lease from PGE to Cascade, with PGE retaining certain enforcement rights pursuant to Section 3.2 of the Amendment of Lease by PGE and the Port effective May 31, 2006 (the “*Amendment to PGE Master Lease*”).

C. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

D. The Original Sublease was amended by that certain Amendment of Amended and Restated Sublease dated as of March 19, 2007 (the “*First Amendment*”), that certain Second Amendment of Amended and Restated Sublease dated as of August 1, 2016, (the “*Second Amendment*”) and that certain Third Amendment of Amended and Restated Sublease dated as of the date hereof (the “*Third Amendment*”), each by and amongst CPBR, the Port and PGE. The Original Sublease, as amended by the First Amendment, the Second Amendment, the Third Amendment and as may be further amended or modified are collectively referred to herein as the “*Sublease*”.

E. In connection with the Original Sublease, PGE, Cascade and the Port entered into that certain Storm Water Easement Agreement dated as of May 31, 2006 (the “*Original Easement*”), a copy of which is attached to the Original Sublease as Exhibit H5 thereto, and that certain Memorandum of Storm Water Easement recorded on July 6, in Fee Number 2006-008864, Deed Records, Columbia County, Oregon (the “*Memorandum of Easement*”).

F. In connection with the Third Amendment, CPBR, the Port and PGE have agreed to amend the Original Easement and the Memorandum of Easement on the terms and conditions set forth in this Amendment.

AGREEMENTS:

For good, fair and valuable consideration, the receipt and sufficiency of which is acknowledged, the Port, PGE and CPBR agree as follows:

1. Burdened Property. Recital A of the Original Easement, together with Exhibit A and Exhibit B of the Original Easement referenced therein, is hereby deleted and the following (including Exhibits A and Exhibits B to this Amendment) is inserted in lieu thereof:

“A. The Port owns and leases to PGE that certain land located in Columbia County, Oregon which is legally described on Exhibit A attached to and made a part of this Agreement, and PGE owns that certain land located in Columbia County, Oregon legally described on Exhibit B attached to and made a part of this Agreement (together, the land described on Exhibits A and B, less the Benefitted Property as described below, is the “Burdened Property”).”

2. Benefitted Property. Recital B of the Original Easement, together with Exhibit C of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit C-1 and Exhibit C-2 to this Amendment) is inserted in lieu thereof:

“B. Cascade Grain Products, LLC (“Cascade”) has entered into a sublease with PGE dated as of the 31st day of May, 2006 (as amended from time to time, the “Sublease”), which Sublease was subsequently converted into a direct lease from PGE to Cascade. Cascade Kelly Holdings, LLC (“CPBR”) assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7. Pursuant to the sublease, CPBR now leases the land located in Columbia County, Oregon, that is legally described on Exhibit C-1 attached to and made a part of this Agreement from the Port, and CPBR owns that certain land located in Columbia County, Oregon legally described on Exhibit C-2 attached to and made a party of this Agreement (together, the land described on Exhibits C-1 and C-2 is the “Benefitted Property”).”

3. Memorandum of Easement. Section 15 of the Original Easement, together with Exhibit F of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit F to this Amendment) is inserted in lieu thereof:

“15. Short Form Memorandum of Agreement. At the request of any party, the Port, PGE and CPBR shall promptly execute and record, at the cost of the

requesting party, an amended and restated short form memorandum of this Agreement in the form attached hereto as Exhibit F.”

4. Cascade. Except as set forth in Recital B of the Original Easement (as amended by this Amendment), all references in the Original Easement to “Cascade” shall be deleted and “CPBR” shall be inserted in lieu thereof.

5. Counterparts. This Amendment may be executed in counterparts; each when considered together shall be deemed on document.

6. Miscellaneous. Except as otherwise modified by this Amendment, the Original Easement shall remain in full force and effect.

The Port, PGE and CPBR have executed and delivered this Amendment as of the date stated above.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon
limited liability company

By _____
Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**, an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

**Legal Description
of the
Port Owned and PGE Leased Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Owned Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21; (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST; A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

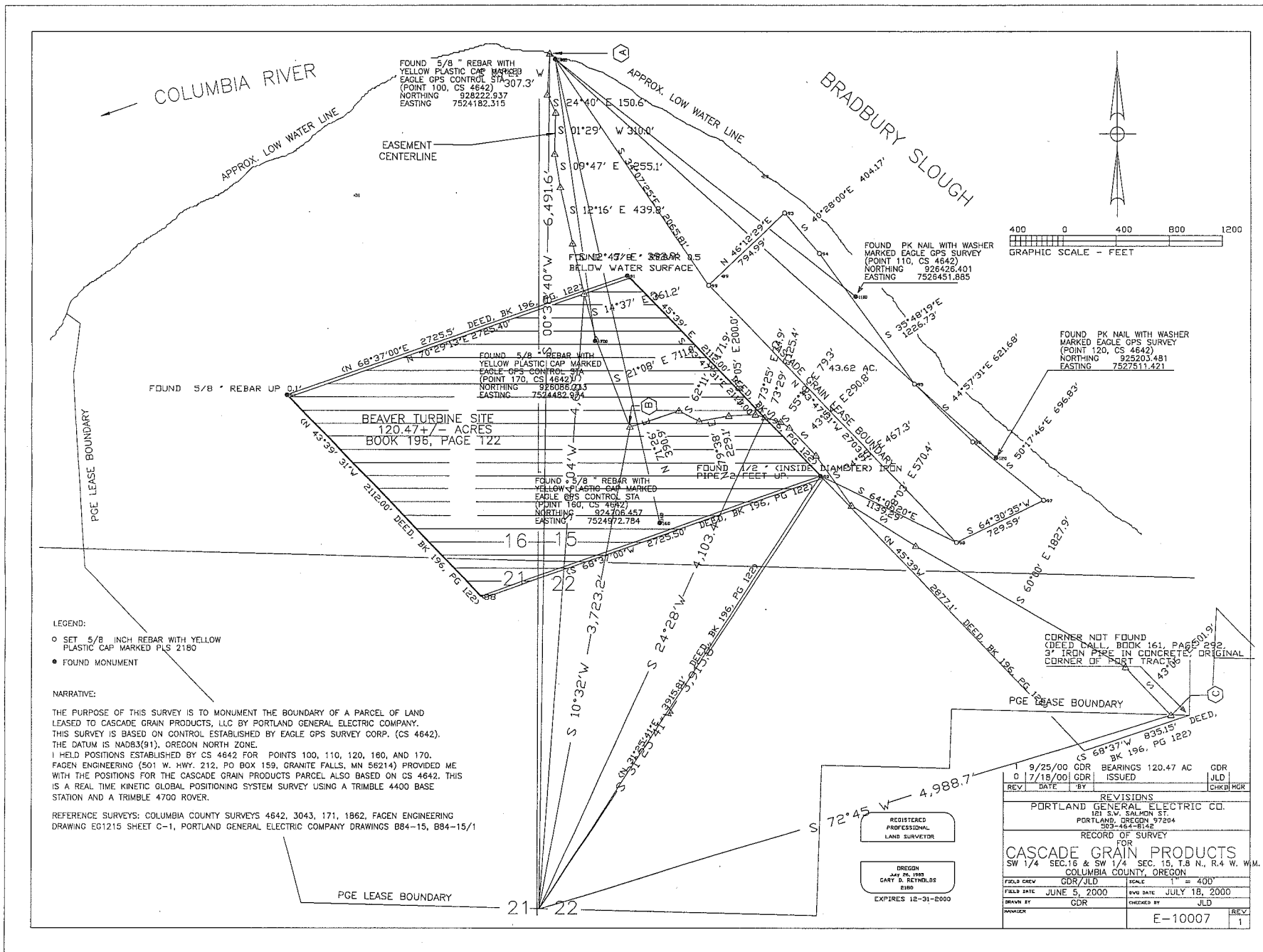
EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto; which by reference thereto is made a part hereof.



- LEGEND:
- SET 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 - FOUND MONUMENT

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.
 1 HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170. FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 56214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINETIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.
 REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS B84-15, B84-15/1

REGISTERED PROFESSIONAL LAND SURVEYOR
 GARY R. REYNOLDS
 EXPIRES 12-31-2000

| | | | | |
|--|--------------|------------|--------------------|----------|
| 1 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR |
| 0 | 7/18/00 | GDR | ISSUED | JLD |
| REV | DATE | BY | ISSUED | CHKD MGR |
| REVISIONS | | | | |
| PORTLAND GENERAL ELECTRIC CO. 181 SW SALMON ST. PORTLAND, OREGON 97204 503-464-RELEP | | | | |
| RECORD OF SURVEY FOR CASCADE GRAIN PRODUCTS SW 1/4 SEC. 16 & SW 1/4 SEC. 15, T.8 N., R.4 W. W.M. COLUMBIA COUNTY, OREGON | | | | |
| FIELD CREW | GDR/JLD | SCALE | 1" = 400' | |
| FIELD DATE | JUNE 5, 2000 | SVU DATE | JULY 18, 2000 | |
| DRAWN BY | GDR | CHECKED BY | JLD | |
| MANAGER | | | E-10007 | |
| | | | | REV 1 |

EXHIBIT C-2

**Legal Description
of the
CPBR Owned Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT F

Memorandum of Agreement

WHEN RECORDED RETURN TO:
Cascade Kelly Holdings, LLC
c/o Global Companies LLC
800 South Street
Suite 500
Waltham, MA 02453
Attn: Sean T. Geary

SPACE ABOVE THIS LINE
RESERVED FOR
RECORDER'S USE ONLY

**AMENDED AND RESTATED
MEMORANDUM OF STORM WATER GAS EASEMENT**

THIS AMENDED AND RESTATED MEMORANDUM OF STORM WATER EASEMENT AGREEMENT ("*Memorandum*") is made as of the ____ day of ____, 2017 between the PORT OF ST. HELENS, an Oregon municipal corporation, (the "*Port*"), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("*PGE*"), and CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company ("*CPBR*").

RECITALS

This Memorandum amends and restates in its entirety that certain Memorandum of Storm Water Easement Agreement recorded on July 6, 2006, in Fee Number 2006-008864, Deed Records, Columbia County, Oregon (the "*Original Memorandum of Easement*").

The Port owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit A ("*Port Property*"), which Port Property is leased to PGE pursuant that certain Lease Agreement between the Port and Westward Properties, Inc., dated August 10, 1967 (as amended from time to time, the "*Lease*"), which Lease was assigned to PGE pursuant to an Assignment dated June 6, 1973.

PGE owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit B ("*PGE Property*").

The Port owns that certain real property located in Columbia County, Oregon, which is legally described on the attached Exhibit C-1 (the "*Additional Port Property*"), which Additional Port Property is leased to CPBR pursuant to that certain Sublease between the Port, PGE and Cascade Grain Products, LLC ("*Cascade*") dated as of the 31st day of May, 2006 (as it may be amended from time to time, the "*Sublease*"), which Sublease was subsequently converted into a

direct lease from PGE to Cascade. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

CPBR owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit C-2 ("***CPBR Property***" and, together with the Additional PGE Property, the "***Benefited Property***").

Together, the Port Property and the PGE Property, less the Benefited Property, are the "***Burdened Property***".

The Port, PGE, and CPBR, as successor in interest to Cascade, have entered into that certain Storm Water Easement Agreement dated as of May 31, 2006, as amended by that certain First Amendment to Storm Water Easement Agreement dated as of the date of the Memorandum (the "***Agreement***"), pursuant to which the Port and PGE have granted to CPBR an easement (the "***Easement***") to install, construct, use, access, maintain, repair, and replace storm water discharge utilities over and in those portions of the Burdened Property which are legally described on the attached Exhibit D and depicted on the attached Exhibit E ("***Storm Water Discharge Access Area***").

The Easement is non-exclusive and irrevocable, commencing on the commencement date as described in the Sublease and expiring August 1, 2066, subject, however, (1) to earlier termination upon the occurrence of an event of default by CPBR and the exercise by the Port of its right to terminate the Sublease as described in the Sublease.

AGREEMENT

NOW, THEREFORE, the Port, PGE, and CPBR make this Memorandum to set forth certain provisions of the Agreement. Reference is made to the Agreement for a full statement of the terms and conditions of the Agreement, all of which are hereby incorporated by reference.

IN AGREEMENT, the Port, PGE, and CPBR have executed this Memorandum as of the date first above written.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company

By _____
Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**, an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

**Legal Description
of the
Port Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21; (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST; A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

**Legal Description
of the
Additional Port Property**

See attached

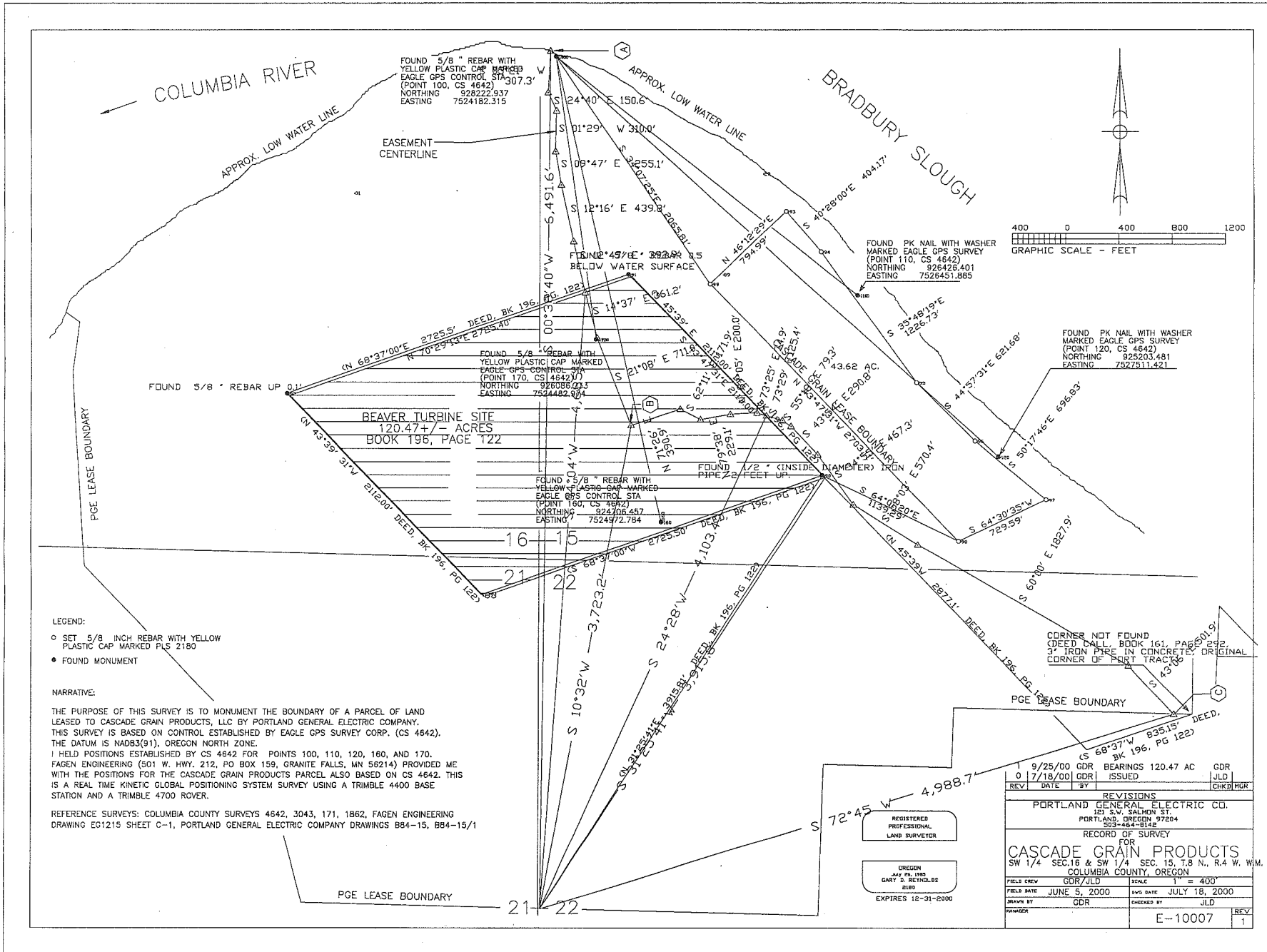
EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto; which by reference thereto is made a part hereof.



LEGEND:
 ○ SET 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 ● FOUND MONUMENT

NARRATIVE:
 THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.
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 REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS B84-15, B84-15/1

| REV | DATE | BY | DESCRIPTION | CHKD | MR |
|-----|---------|-----|--------------------|------|----|
| 0 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR | |
| 1 | 7/18/00 | GDR | ISSUED | JLD | |

| REVISIONS | |
|---|---------------|
| PORTLAND GENERAL ELECTRIC CO. 121 S.W. SALMON ST. PORTLAND, OREGON 97204 503-464-0184 | |
| RECORD OF SURVEY FOR CASCADE GRAIN PRODUCTS SW 1/4 SEC.16 & SW 1/4 SEC. 15, T.8 N., R.4 W. W. M. COLUMBIA COUNTY, OREGON | |
| FIELD CREW | GDR/JLD |
| FIELD DATE | JUNE 5, 2000 |
| DRAWN BY | GDR |
| SCALE | 1" = 400' |
| ISS DATE | JULY 18, 2000 |
| CHECKED BY | JLD |
| DATE | |
| PROJECT | E-10007 |
| REV | 1 |

REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 GARY D. REYNOLDS
 ELSB
 EXPIRES 12-31-2000

EXHIBIT C-2

**Legal Description
of the
CPBR Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

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EXHIBIT D

**Legal Description
of the
Storm Water Discharge Access Area**

See attached



DAVID EVANS
AND ASSOCIATES INC.

CAGP0000-0004
DGH
6/13/06

EXHIBIT D

Legal Description for Storm Water Easement
Between Cascade Grain Products, LLC And
Portland General Electric Company

Situated in the Southwest Quarter of Section 15, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, and lying 25.00 feet to the left and 25.00 feet to the right of the following described centerline:

Beginning at a point (North 924722.208, East 7527057.837) located South 88° 30' 47" East, a distance of 2942.71 feet and North 01° 29' 13" East, a distance of 3011.93 feet from the East Quarter Corner of Section 21, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, located on the Westerly line of the Cascade Grain Products, LLC Lease Boundary and being North 43° 47' 31" West, a distance of 222.57 feet from the Southwest Corner of the Cascade Grain Products, LLC Lease Boundary and running thence North 60° 57' 12" West, a distance of 596.95 feet to the end thereof and the terminus of said easement.

TOGETHER WITH a Storm Water Easement lying 25.00 feet to the left and 25.00 feet to the right of the following described centerline:

Beginning at a point (North 926195.974, East 7525644.944) located South 88° 30' 47" East, a distance of 1492.10 feet and North 01° 29' 13" East, a distance of 4448.54 feet from the East Quarter Corner of said Section 21, located on the Westerly line of the Cascade Grain Products, LLC Lease Boundary and being South 43° 47' 31" East, a distance of 438.91 feet from the Northwest Corner of the Cascade Grain Products, LLC Lease Boundary and running thence South 72° 12' 29" West, a distance of 188.11 feet to the end thereof and the terminus of said easement.

SUBJECT to any easements and restrictions of record.

The basis of bearings for this legal description is based on the Oregon Coordinate System of NAD 83/91, North Zone as per Survey Number 4771, Columbia County Survey Records, Columbia County, Oregon.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

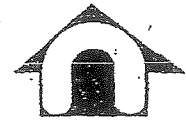
D. Gary Hutcherson
OREGON 6-#-06
DECEMBER 2, 1983
D. GARY HUTCHESON
2072

RENEWAL 6/30/07

EXHIBIT E

**Depiction
of the
Storm Water Discharge Access Area**

See attached



PROPOSED PORT WESTWARD GENERATION PLANT

NW CORNER
S 43°47'31" E
438.91'

S 88°30'47" E
1492.10'

N 72°12'29" W 188.11'

POINT OF BEGINNING

N 01°29'13" E 4448.54'

3011.93'

E1/4 CORNER SECTION 21

S 88°30'47" E 2942.71'

BRADBURY SLOUGH

CASCADE GRAIN PRODUCTS LLC
LEASE BOUNDARY

N 60°57'12" W 596.95'

POINT OF BEGINNING

N 43°47'31" W
222.57'

SW CORNER



DAVID EVANS AND ASSOCIATES INC.

100 Southwest River Parkway
Portland Oregon 97201
Phone: 503.223.6663

PROJECT

EXHIBIT E

SHEET

TITLE

STORM DRAIN EASEMENTS

FOR CASCADE GRAIN PRODUCTS, LLC

1

OF

1

DWG. REF.

SVEM4CAGP0004

PROJECT

CAGP0004

SCALE

1" = 500'

AMENDMENT NO.

0.0

DRAWN BY

NST

DESIGN BY

DGH

APPROVED BY

DGH

DATE

06/15/06

Exhibit I(A)

FIRST AMENDMENT TO
TELECOMMUNICATIONS EASEMENT AGREEMENT

This FIRST AMENDMENT TO TELECOMMUNICATIONS EASEMENT AGREEMENT (“*Amendment*”) is made effective as of the ___ day of _____, 2017, between the PORT OF ST. HELENS, an Oregon municipal corporation (“*Port*”), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (“*PGE*”), and CASCADE KELLY HOLDINGS LLC, LLC, an Oregon limited liability company (“*CPBR*”).

RECITALS:

A. The Port and PGE are parties to a certain Lease dated August 1, 1967, as amended, between the Port and Westward Properties (said tenant’s interest of Westward Properties was subsequently assigned to PGE) (collectively, the “*Master Lease*”) whereby the Port leased to PGE that certain real property in Columbia County, Oregon, commonly known as Port Westward (the “*PGE Leased Premises*”).

B. Pursuant to that certain Amended and Restated Sublease by and between PGE and Cascade Grain Products, LLC (“*Cascade*”) dated as of the 31st day of May, 2006 (the “*Original Sublease*”), PGE subleased to Cascade a portion of the PGE Leased Premises (the “*Subleased Premises*”) on which Cascade subsequently developed an ethanol production and terminaling facility (the “*Ethanol Facility*”). The Sublease was subsequently converted into a direct lease from PGE to Cascade, with PGE retaining certain enforcement rights pursuant to Section 3.2 of the Amendment of Lease by PGE and the Port effective May 31, 2006 (the “*Amendment to PGE Master Lease*”).

C. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

D. The Original Sublease was amended by that certain Amendment of Amended and Restated Sublease dated as of March 19, 2007 (the “*First Amendment*”), that certain Second Amendment of Amended and Restated Sublease dated as of August 1, 2016, (the “*Second Amendment*”) and that certain Third Amendment of Amended and Restated Sublease dated as of the date hereof (the “*Third Amendment*”), each by and amongst CPBR, the Port and PGE. The Original Sublease, as amended by the First Amendment, the Second Amendment, the Third Amendment and as may be further amended or modified are collectively referred to herein as the “*Sublease*”.

E. In connection with the Original Sublease, PGE, Cascade and the Port entered into that certain Telecommunications Easement Agreement dated as of May 31, 2006 (the “*Original Easement*”), a copy of which is attached to the Original Sublease as Exhibit I thereto, and that

certain Memorandum of Telecommunications Easement recorded on June 8, 2006, in Fee Number 2006-007497, Deed Records, Columbia County, Oregon (the "*Memorandum of Easement*").

F. In connection with the Third Amendment, CPBR, the Port and PGE have agreed to amend the Original Easement and the Memorandum of Easement on the terms and conditions set forth in this Amendment.

AGREEMENTS:

For good, fair and valuable consideration, the receipt and sufficiency of which is acknowledged, the Port, PGE and CPBR agree as follows:

3. Burdened Property. Recital A of the Original Easement, together with Exhibit A and Exhibit B of the Original Easement referenced therein, is hereby deleted and the following (including Exhibits A and Exhibits B to this Amendment) is inserted in lieu thereof:

*"A. The Port owns and leases to PGE that certain land located in Columbia County, Oregon which is legally described on Exhibit A attached to and made a part of this Agreement, and PGE owns that certain land located in Columbia County, Oregon legally described on Exhibit B attached to and made a part of this Agreement (together, the land described on Exhibits A and B, less the Benefitted Property as described below, is the "**Burdened Property**")."*

4. Benefitted Property. Recital B of the Original Easement, together with Exhibit C of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit C-1 and Exhibit C-2 to this Amendment) is inserted in lieu thereof:

*"B. Cascade Grain Products, LLC ("**Cascade**") has entered into a sublease with PGE dated as of the 31st day of May, 2006 (as amended from time to time, the "**Sublease**"), which Sublease was subsequently converted into a direct lease from PGE to Cascade. Cascade Kelly Holdings, LLC ("**CPBR**") assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7. Pursuant to the sublease, CPBR now leases the land located in Columbia County, Oregon, that is legally described on Exhibit C-1 attached to and made a part of this Agreement from the Port, and CPBR owns that certain land located in Columbia County, Oregon legally described on Exhibit C-2 attached to and made a party of this Agreement (together, the land described on Exhibits C-1 and C-2 is the "**Benefitted Property**")."*

5. Memorandum of Easement. Section 15 of the Original Easement, together with Exhibit F of the Original Lease referenced therein, is hereby deleted and the following (including Exhibit F to this Amendment) is inserted in lieu thereof:

“15. Short Form Memorandum of Agreement. At the request of any party, the Port, PGE and CPBR shall promptly execute and record, at the cost of the requesting party, an amended and restated short form memorandum of this Agreement in the form attached hereto as Exhibit F.”

6. **Cascade.** Except as set forth in Recital B of the Original Easement (as amended by this Amendment), all references in the Original Easement to “Cascade” shall be deleted and “CPBR” shall be inserted in lieu thereof.

7. **Counterparts.** This Amendment may be executed in counterparts; each when considered together shall be deemed on document.

8. **Miscellaneous.** Except as otherwise modified by this Amendment, the Original Easement shall remain in full force and effect.

The Port, PGE and CPBR have executed and delivered this Amendment as of the date stated above.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company

By _____
Its _____

EXHIBIT A

**Legal Description
of the
Port Owned and PGE Leased Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Owned Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST; A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

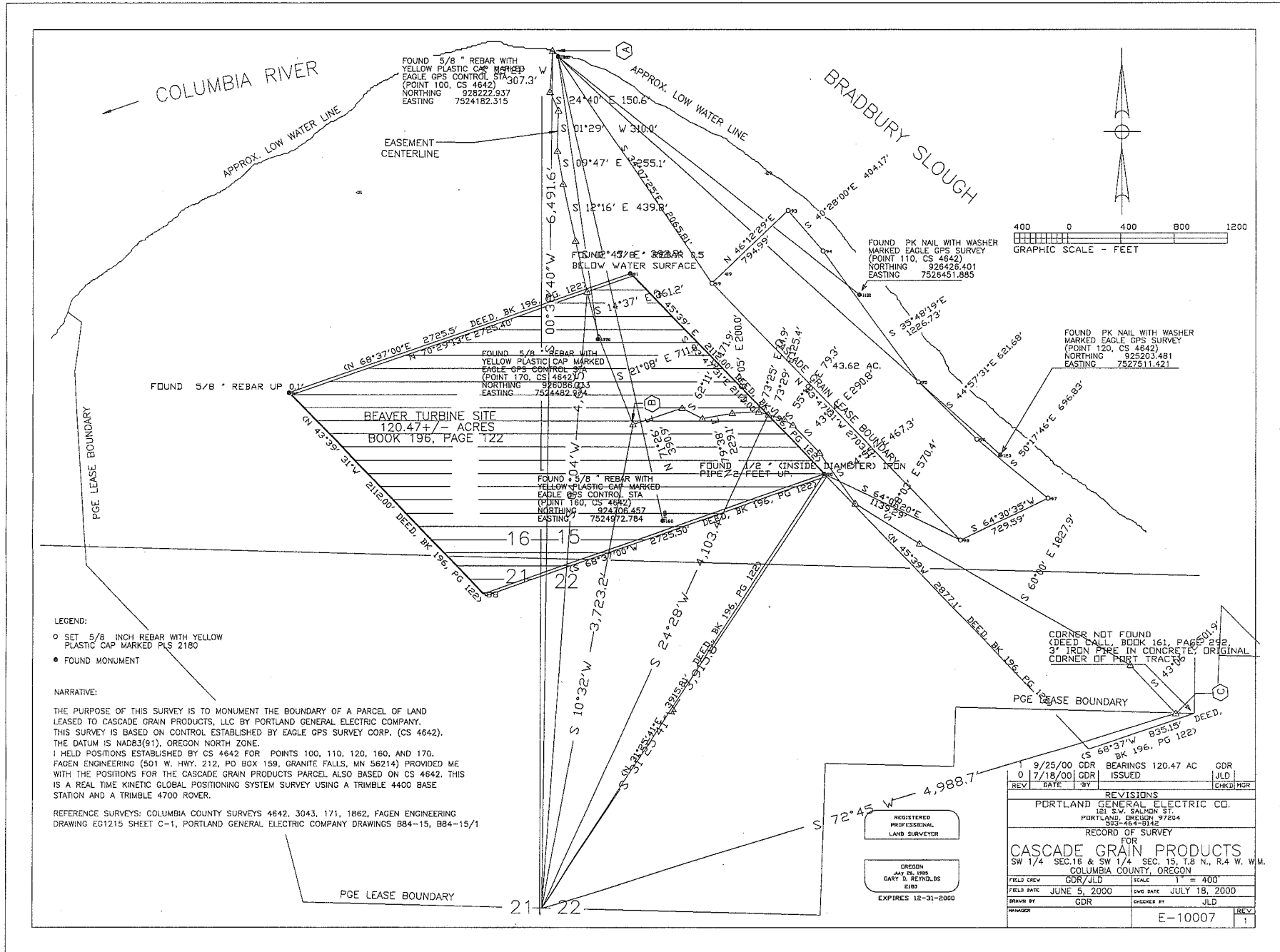
EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto; which by reference thereto is made a part hereof.



- LEGEND:
- SET 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 - FOUND MONUMENT

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.

1 HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170. FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 56214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINETIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.

REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862, FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS B84-15, B84-15/1

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
 JAY R. HEB
 GARY D. REYNOLDS
 ELSB
 EXPIRES 12-31-2000

| | | | | |
|--|--------------|------------|--------------------|-------|
| 0 | 9/25/00 | GDR | BEARINGS 120.47 AC | GDR |
| 1 | 7/18/00 | GDR | ISSUED | JLD |
| REVISIONS | | | | |
| PORTLAND GENERAL ELECTRIC CO. | | | | |
| 181 S.W. SALMON ST. | | | | |
| PORTLAND, OREGON 97204 | | | | |
| 503-464-8142 | | | | |
| RECORD OF SURVEY | | | | |
| FOR | | | | |
| CASCADE GRAIN PRODUCTS | | | | |
| SW 1/4 SEC. 15 & SW 1/4 SEC. 15, T.8 N., R.4 W. W.M. | | | | |
| COLUMBIA COUNTY, OREGON | | | | |
| FIELD CREW | GDR/JLD | SCALE | 1" = 400' | |
| FIELD DATE | JUNE 5, 2000 | DWG DATE | JULY 18, 2000 | |
| DRAWN BY | GDR | CHECKED BY | JLD | |
| NUMBER | | | E-10007 | |
| | | | | REV 1 |

EXHIBIT C-2

**Legal Description
of the
CPBR Owned Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT F

Memorandum of Agreement

WHEN RECORDED RETURN TO:
Cascade Kelly Holdings, LLC
c/o Global Companies LLC
800 South Street
Suite 500
Waltham, MA 02453
Attn: Sean T. Geary

SPACE ABOVE THIS LINE
RESERVED FOR
RECORDER'S USE ONLY

**AMENDED AND RESTATED
MEMORANDUM OF TELECOMMUNICATIONS EASEMENT**

THIS AMENDED AND RESTATED MEMORANDUM OF TELECOMMUNICATIONS EASEMENT AGREEMENT ("*Memorandum*") is made as of the ____ day of ____, 2017 between the PORT OF ST. HELENS, an Oregon municipal corporation, (the "*Port*"), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("*PGE*"), and CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company ("*CPBR*").

RECITALS

This Memorandum amends and restates in its entirety that certain Memorandum of Telecommunications Easement Agreement recorded on June 8, 2006, in Fee Number 2006-007497, Deed Records, Columbia County, Oregon (the "*Original Memorandum of Easement*").

The Port owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit A ("*Port Property*"), which Port Property is leased to PGE pursuant that certain Lease Agreement between the Port and Westward Properties, Inc., dated August 10, 1967 (as amended from time to time, the "*Lease*"), which Lease was assigned to PGE pursuant to an Assignment dated June 6, 1973.

PGE owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit B ("*PGE Property*").

The Port owns that certain real property located in Columbia County, Oregon, which is legally described on the attached Exhibit C-1 (the "*Additional Port Property*"), which Additional Port Property is leased to CPBR pursuant to that certain Sublease between the Port, PGE and Cascade Grain Products, LLC ("*Cascade*") dated as of the 31st day of May, 2006 (as it may be amended from time to time, the "*Sublease*"), which Sublease was subsequently converted into a

direct lease from PGE to Cascade. CPBR assumed and was assigned certain rights and obligations of Cascade, including its rights and obligations under the Sublease, pursuant to a certain Asset Purchase Agreement dated December 23, 2009 between CPBR and Pete C. McKittrick, in his capacity as the Trustee for Cascade under The United States Bankruptcy Code, Chapter 7.

CPBR owns that certain real property in Columbia County, Oregon, which is legally described on the attached Exhibit C-2 ("*CPBR Property*" and, together with the Additional PGE Property, the "*Benefited Property*").

Together, the Port Property and the PGE Property, less the Benefited Property, are the "*Burdened Property*".

The Port, PGE, and CPBR, as successor in interest to Cascade, have entered into that certain Telecommunications] Easement Agreement dated as of May 31, 2006, as amended by that certain First Amendment to Telecommunications Easement Agreement dated as of the date of the Memorandum (the "*Agreement*"), pursuant to which the Port and PGE have granted to CPBR an easement (the "*Easement*") to install, construct, use, access, maintain, repair, and replace telecommunications utility service over and in those portions of the Burdened Property which are legally described on the attached Exhibit D and depicted on the attached Exhibit E ("*Telecommunications Access Area*").

The Easement is non-exclusive and irrevocable, commencing on the commencement date as described in the Sublease and expiring August 1, 2066, subject, however, (1) to earlier termination upon the occurrence of an event of default by CPBR and the exercise by the Port of its right to terminate the Sublease as described in the Sublease.

AGREEMENT

NOW, THEREFORE, the Port, PGE, and CPBR make this Memorandum to set forth certain provisions of the Agreement. Reference is made to the Agreement for a full statement of the terms and conditions of the Agreement, all of which are hereby incorporated by reference.

IN AGREEMENT, the Port, PGE, and CPBR have executed this Memorandum as of the date first above written.

PORT OF ST. HELENS, an Oregon municipal corporation

By _____
Its _____

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation

By _____
Its _____

CASCADE KELLY HOLDINGS, LLC, an Oregon limited liability company

By _____
Its _____

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORT OF ST. HELENS**, an Oregon municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, on behalf of the corporation.

Notary Public

STATE OF OREGON)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the **CASCADE KELLY HOLDINGS, LLC**, an Oregon limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

**Legal Description
of the
Port Property**

See attached

Exhibit A

A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.

But specifically excluding the following parcel:

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

EXHIBIT B

**Legal Description
of the
PGE Property**

See attached

EXHIBIT B

Legal Description
of the
PGE Owned Property

A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of St. Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as the "Port Tract".

Beginning at a point which bears North 31 degrees 25 minutes 41 seconds East, 3,915.81 feet from the east quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45 degrees 39 minutes 00 seconds West, 2,877.10 feet and South 68 degrees 37 minutes 00 seconds West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68 degrees 37 minutes 00 seconds West, 2,725.50 feet; thence North 45 degrees 39 minutes 00 seconds West, 2,112.00 feet; thence North 68 degrees 37 minutes 00 seconds East, 2,725.50 feet; thence South 45 degrees 39 minutes 00 seconds East, 2,112.00 feet to the point of beginning.

But specifically excluding the following parcel of land:

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29'13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT C-1

**Legal Description
of the
Additional Port Property**

See attached

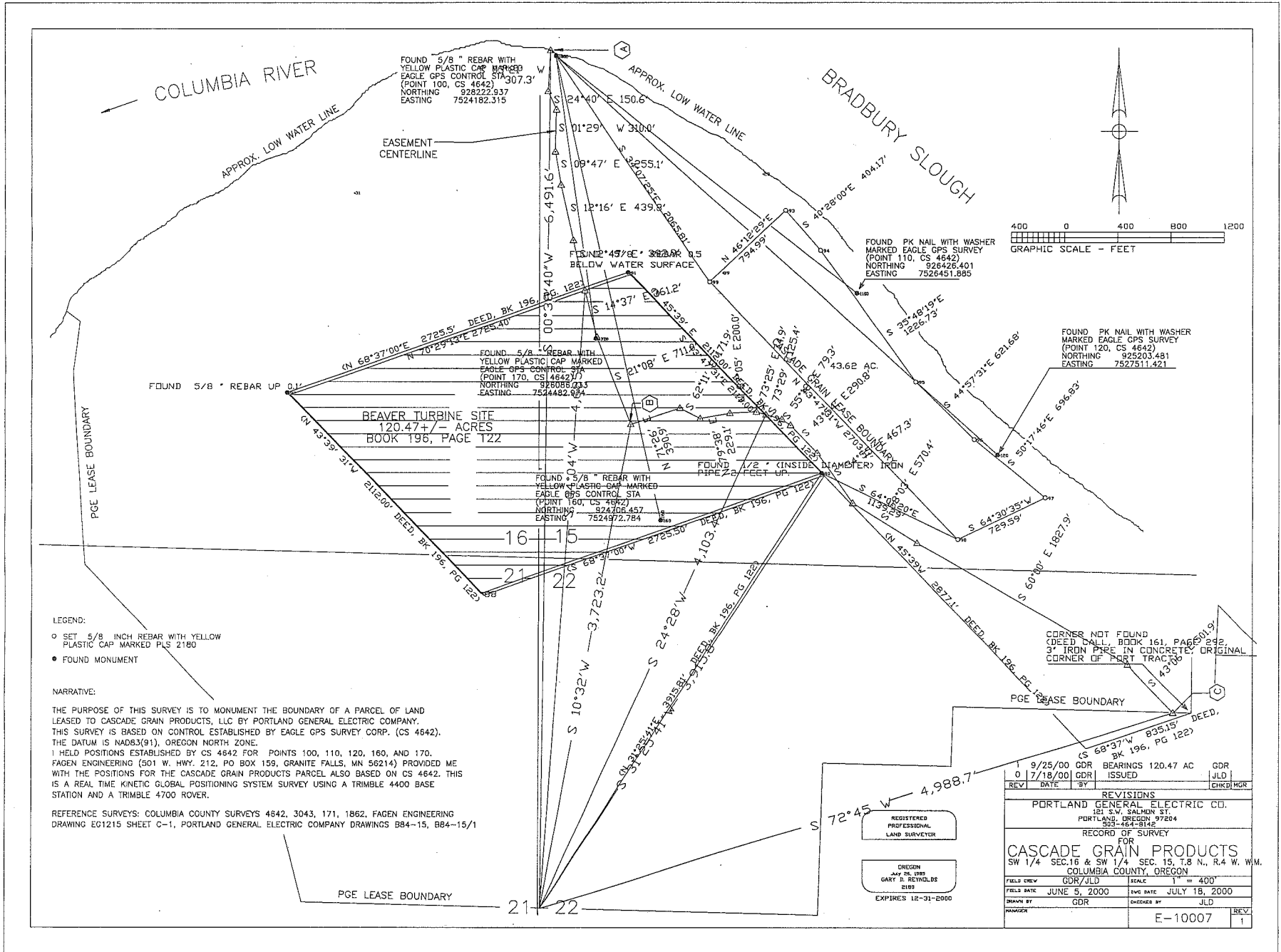
EXHIBIT C-1

Legal Description of the Benefited Property LEASED BY CASCADE

A parcel of land in the southwest quarter (SW 1/4) of Section 15, T.8 N., R.4W., Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

COMMENCING AT a 1/2 inch, inside diameter iron pipe, 2 feet above ground level, which marks the most easterly corner of an 120.47 acre, more or less, parcel of land recorded in book 196, page 122, deed records, said County; THENCE, South 64 degrees 01 minutes 20 seconds East for a distance of 1139.29 feet to a 5/8 inch rebar monument and THE POINT OF BEGINNING of the parcel to be described; THENCE, North 43 degrees 47 minutes 31 seconds West for a distance of 2703.11 feet to a 5/8 inch rebar monument; THENCE, North 46 degrees 12 minutes 29 seconds East for a distance of 794.99 feet to a 5/8 inch rebar monument; THENCE, South 40 degrees 28 minutes 00 seconds East for a distance of 404.17 feet to a 5/8 inch rebar monument; THENCE, South 35 degrees 48 minutes 19 seconds East for a distance of 1226.73 feet to a 5/8 inch rebar monument; THENCE, South 44 degrees 57 minutes 31 seconds East for a distance of 621.68 feet to a 5/8 inch rebar monument; THENCE, South 50 degrees 17 minutes 46 seconds East for a distance of 696.83 feet to a 5/8 inch rebar monument; THENCE, South 64 degrees 30 minutes 35 seconds West for a distance of 729.59 feet to a 5/8 inch rebar monument and the point of beginning.

The above described parcel contains 43.62, more or less, acres and is shown on Portland General Electric Company drawing E-10007, attached hereto; which by reference thereto is made a part hereof.



LEGEND:
 ○ SET 5/8" INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 2180
 ● FOUND MONUMENT

NARRATIVE:
 THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF A PARCEL OF LAND LEASED TO CASCADE GRAIN PRODUCTS, LLC BY PORTLAND GENERAL ELECTRIC COMPANY. THIS SURVEY IS BASED ON CONTROL ESTABLISHED BY EAGLE GPS SURVEY CORP. (CS 4642). THE DATUM IS NAD83(91), OREGON NORTH ZONE.
 1 HELD POSITIONS ESTABLISHED BY CS 4642 FOR POINTS 100, 110, 120, 160, AND 170. FAGEN ENGINEERING (501 W. HWY. 212, PO BOX 159, GRANITE FALLS, MN 56214) PROVIDED ME WITH THE POSITIONS FOR THE CASCADE GRAIN PRODUCTS PARCEL ALSO BASED ON CS 4642. THIS IS A REAL TIME KINETIC GLOBAL POSITIONING SYSTEM SURVEY USING A TRIMBLE 4400 BASE STATION AND A TRIMBLE 4700 ROVER.
 REFERENCE SURVEYS: COLUMBIA COUNTY SURVEYS 4642, 3043, 171, 1862. FAGEN ENGINEERING DRAWING EG1215 SHEET C-1, PORTLAND GENERAL ELECTRIC COMPANY DRAWINGS B84-15, B84-15/1

CORNER NOT FOUND (DEED CALL, BOOK 161, PAGE 292, 3" IRON PIPE IN CONCRETE, ORIGINAL CORNER OF POST TRACK)

PGE LEASE BOUNDARY

REGISTERS PROFESSIONAL LAND SURVEYOR

OREGON GARY D. REYNOLDS 2180 EXPIRES 12-31-2000

| | | | | | |
|-----|---------|------|--------------------|-------|-----|
| REV | DATE | 'BY' | ISSUED | ENR'D | MGR |
| 0 | 9/25/00 | GDR | BEARINGS 120.47 AC | JLD | |
| 1 | 7/18/00 | GDR | | JLD | |

REVISIONS

PORTLAND GENERAL ELECTRIC CO.
 121 S.W. SALMON ST.
 PORTLAND, OREGON 97204
 503-467-8142

RECORD OF SURVEY FOR
CASCADE GRAIN PRODUCTS
 SW 1/4 & SW 1/4 SEC. 16 & SEC. 15, T.8 N., R.4 W. W.M.
 COLUMBIA COUNTY, OREGON

| | | | |
|-------------|--------------|------------|---------------|
| FIELDS CREW | GDR/JLD | SCALE | 1" = 400' |
| FIELDS DATE | JUNE 5, 2000 | ENG DATE | JULY 18, 2000 |
| DRAWN BY | GDR | CHECKED BY | JLD |
| MANAGER | | | |

E-10007 REV 1

EXHIBIT C-2

**Legal Description
of the
CPBR Property**

See attached

EXHIBIT C-2

A PARCEL OF LAND IN BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, THE NORTHWEST ONE QUARTER OF SECTION 22, THE NORTHEAST ONE-QUARTER OF SECTION 21 AND THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF PARCEL ONE, BEING THE INITIAL POINT OF PARTITION PLAT NO. 2007- 28, COLUMBIA COUNTY SURVEY RECORDS, COLUMBIA COUNTY, OREGON, A FOUND 1/2" IRON PIPE 2 FEET ABOVE SURFACE, THENCE SOUTH 79° 22' 20" WEST, A DISTANCE OF 2026.48 FEET TO THE TRUE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS DESCRIBED PARCEL (PARCEL 14); THENCE SOUTH 70° 29' 13" WEST, A DISTANCE OF 758.01 FEET; THENCE NORTH 43° 47' 31" WEST, A DISTANCE OF 1633.46 FEET; THENCE NORTH 46° 12' 29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 768.09 FEET TO POINT BEING SOUTH 54° 37' 08" WEST, A DISTANCE OF 266.90 FEET FROM 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC"; AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 731.72 FEET, THENCE SOUTH 43° 47' 31" EAST, A DISTANCE OF 191.98 FEET, THENCE NORTH 70° 29' 13" EAST, A DISTANCE OF 280.39 FEET, TO A POINT BEING SOUTH 43° 25' 49" EAST, A DISTANCE OF 676.42 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DEA INC" THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON, THENCE SOUTH 19° 30' 47" EAST, A DISTANCE OF 624.12 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 712,851 SQUARE FEET OR 16.365 ACRES, MORE OR LESS. THE BASIS OF BEARINGS IS BASED ON PARTITION PLAT 2007-28, COLUMBIA COUNTY RECORDS, COLUMBIA COUNTY, OREGON.

EXHIBIT D

**Legal Description
of the
Telecommunications Access Area**

See attached

Exhibit D

Telecommunication Easement Description
Portland General Electric Company
To
Cascade Grain Products, LLC

A strip of land, in Section 15, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, twenty (20.00) feet wide, lying 10 feet on each side of the following described centerline:

Beginning at Point 1 as shown on Portland General Electric Company drawing E-10021, from which a 1/2" inside diameter, iron pipe marking the most easterly corner of a 120.47 acre parcel of land described in deed dated May 9, 1974, recorded in Book 196, Page 122, Columbia County, Oregon deed records, bears N 72°01'43" E, 1742.89 feet; thence, N 70°42'46" E, 1460.81 feet to Point 2 as shown on said drawing E-10021; thence N 71°50'36" E, 452.61 feet to Point 3 as shown on said drawing E-10021; thence S 77°55'42" E, 401.92 feet to Point 4 and the terminus of this centerline.

The bearings and distances shown in this description are based on Oregon State Plane Coordinates, (North Zone), NAD 83(91) and therefore are "Grid" bearings and distances.

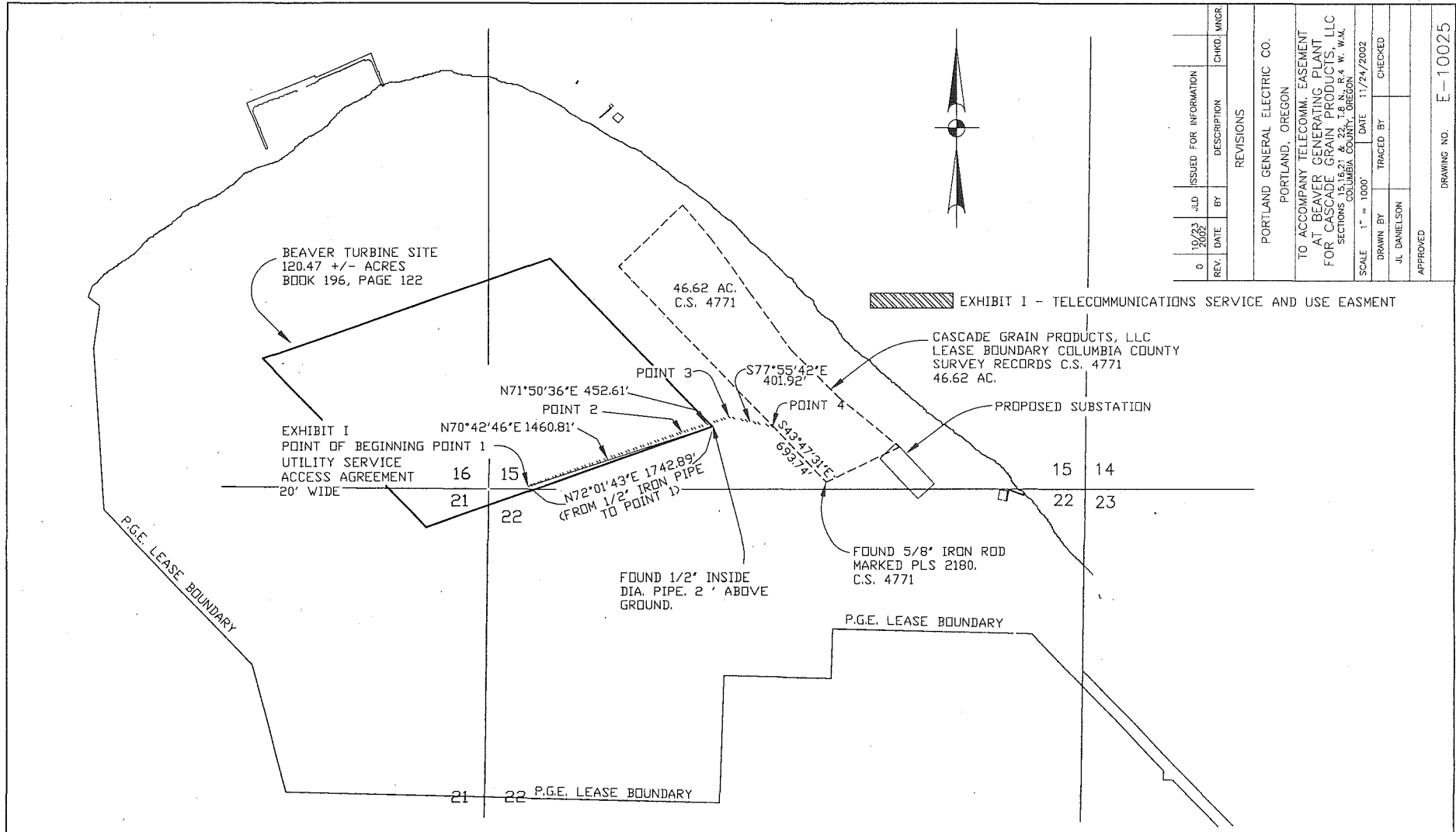
The above described parcel is shown on Portland General Electric Company drawing No. E-10025, attached hereto which by reference thereto is made a part hereof.

jld121202

EXHIBIT E

**Depiction
of the
Telecommunications Access Area**

See attached



| REV. | DATE | ISSUED FOR INFORMATION | DESCRIPTION | CHKD. | WGR. |
|------|------------|------------------------|-------------|-------|------|
| 0 | 10/23/2002 | | | | |

| REVISIONS | |
|--|-----------------|
| PORTLAND GENERAL ELECTRIC CO. | |
| PORTLAND, OREGON | |
| TO ACCOMPANY TELECOMM. EASEMENT AT BEAVER GENERATING PLANT FOR CASCADE GRAIN PRODUCTS, LLC SECTIONS 15, 16, 21 & 22, T. 8 N., R. 4 W., W.M., COLUMBIA COUNTY, OREGON | |
| SCALE 1" = 1000' | DATE 11/24/2002 |
| DRAWN BY J. DANIELSON | TRACED BY |
| APPROVED | CHECKED |

| | |
|-------------|---------|
| DRAWING NO. | E-10025 |
|-------------|---------|

EXHIBIT I - TELECOMMUNICATIONS SERVICE AND USE EASEMENT

Exhibit A5

Tank Area

The following page sets forth a depiction of the Tank Area.

See attached

