

STATE OF IDAHO
RECEIVED DEPARTMENT OF WATER RESOURCES

MAR 03 2017

ASSIGNMENT OF PERMIT

To change the ownership of a permit

IDWR / NORTH

I, JW 909 LLC fka Galena Ridge LLC, hereby assign to Golf, LLC

Current owner(s)
 of, 701 Bunker Ave. #113, Kellogg, ID 83837

New owner(s)
208-783-1111

New owner's address including city, state and ZIP

Phone

All my right, title, and interest in and to Permit No(s): 94-7426 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):

N/A, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

N/A

Does the new permit holder own the property at the:

Point of diversion? ☒ Yes ☐ No

Place of use? ☒ Yes ☐ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

Dated this 1 day of March, 20 17.

JW 909 LLC, formerly known as Galena Ridge LLC

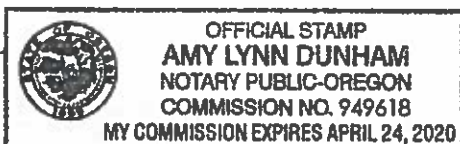
RCWenot President
 Permit holder Title (if applicable)

Permit holder Title (if applicable)

State of ~~Idaho~~ Oregon)
 County of Klamath)ss

On this 1 day of March, 20 17, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Amy L. Dunham
 Notary Public

My commission expires: April 24, 2020

\$25 fee per permit

Received by _____

Receipt amt. \$ _____

Receipt no. _____

Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

I, Galena Ridge, LLC, hereby assign to Golf, LLC
Current owner(s) New owner(s)
 of, 16019 Inglewood Road NE, Kenmore, WA 98028 208-783-1111
New owner's address including city, state and ZIP Phone

All my right, title, and interest in and to Permit No(s): 94-7426 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):

N/A, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

N/A

Does the new permit holder own the property at the:

Point of diversion? ☒ Yes ☐ No

Place of use? ☒ Yes ☐ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

Dated this 20 day of October, 2016.

Galena Ridge, LLC

By: RCWendt President
 Permit holder Title (if applicable) Permit holder Title (if applicable)

State of ~~Idaho~~ Oregon)
 County of Klamath)ss

On this 18th day of October, 2016, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Susan E. Weiskopf
 Notary Public

My commission expires: 4/1/2017



Articles of Amendment/Dissolution - Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - <http://www.FilingInOregon.com> - Phone: (503) 988-2200

☒ ARTICLES OF AMENDMENT (Complete only 1, 2, 3, 5)

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

FILED

FEB 03 2017

REGISTRY NUMBER: 143796-97

OREGON
SECRETARY OF STATE

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

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

ARTICLES OF AMENDMENT ONLY

02/03/2017 3:54PM 000001 #3961

0010

BUSINESS REG \$100.00
CHECK ~~\$100.00~~

1. ENTITY NAME: Galena Ridge, LLC

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

Article 1 - The name of the limited liability company is JW 909 LLC

3. PLEASE CHECK THE APPROPRIATE STATEMENT:

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

Date of adoption of each amendment: _____

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

Date of adoption of each amendment: 2/2/17

ARTICLES OF DISSOLUTION ONLY

4. NAME OF LIMITED LIABILITY COMPANY: _____

5. DATE OF DISSOLUTION: _____

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

Signature:

X

R. C. Wendt

Printed Name:

R. C. Wendt

Title:

Pres. of Silver Mountain

Corp., the Member of

Galena Ridge, LLC

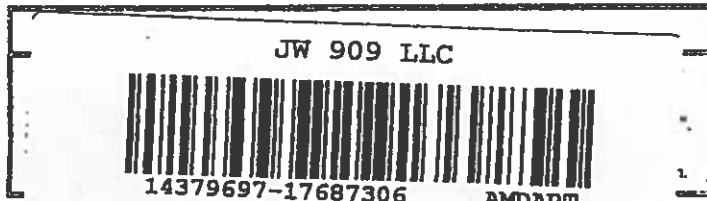
CONTACT NAME: (To resolve questions with this filing)

Theresa Howe - Stoel Rives LLP

PHONE NUMBER: (Include area code)

(208) 387-4219

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



143796-97

**CONSENT OF THE SOLE MEMBER
OF
GALENA RIDGE, LLC**

Pursuant to ORS 63.444, the undersigned sole member ("Member") of Galena Ridge, LLC, an Oregon limited liability company (the "Company"), hereby adopts the following resolutions:

WHEREAS, in connection with the closing of the transactions under the Asset Purchase Agreement dated as of July 26, 2016, by and between the Company, Silver Mountain Corp. and Silver Mountain Management Corporation, collectively as seller and Tryg Fortun as buyer, as amended, the Company has agreed to change its name;

WHEREAS, the Member has determined that the Company's new name will be JW 909 LLC.

NOW, THEREFORE, it is hereby

RESOLVED, that the Company is, authorized and directed to do such actions and to execute and file such documents necessary to change the Company's name to JW 909 LLC;

FURTHER RESOLVED, that any and all acts authorized pursuant to these Resolutions and performed prior to the passage of these Resolutions with respect to transactions contemplated thereby are hereby authorized, ratified, confirmed and approved, and that these Resolutions shall be and remain in full force and effect.

Dated effective as of 2/2/17.

SOLE MEMBER:

Silver Mountain Corp.

By: R. C. Wendt
R. C. Wendt, President

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("**Agreement**") is executed and delivered as of October 20, 2016, by and between Silver Mountain Corp. an Oregon corporation, Silver Mountain Management Corporation, an Oregon corporation, and Galena Ridge, LLC, an Oregon limited liability company (collectively, "**Seller**"), and Golf, LLC, an Idaho limited liability company ("**Buyer**").

RECITALS

A. Buyer and Seller and others have entered into an Asset Purchase Agreement dated as of July 26, 2016, as amended and assigned (the "**Purchase Agreement**"), which provides, among other things, for the sale by Seller to Buyer of certain assets.

B. Buyer has agreed, as partial consideration therefore, to assume certain obligations of Seller.

C. This Agreement is required pursuant to the terms and conditions of the Purchase Agreement.

The parties agree as follows:

AGREEMENT

1. Unless otherwise defined herein, the definitions in the Purchase Agreement shall control the meaning of all capitalized terms herein.

2. Seller hereby assigns to Buyer, as of the Closing Date, the Assumed Obligations and the other Liabilities to be assumed by Buyer pursuant to Section 2.3 of the Purchase Agreement (including, but not limited to the Assumed Obligations and the other Liabilities described on Exhibit A attached hereto and incorporated herein), and Buyer hereby assumes such obligations from Seller as of the Closing Date, provided, however, that Seller is not assigning nor is Buyer assuming any obligation for which consent to assignment is required and has not been obtained on the Closing Date, each of which shall be assigned and assumed with no further action of Seller or Buyer when such consent is obtained.

3. Except for the Assumed Obligations and the other Liabilities to be assumed by Buyer pursuant to Section 2.3 of the Purchase Agreement, Buyer will not assume any other liabilities of Seller.

4. This Agreement is subject to the terms and conditions set forth in the Purchase Agreement and nothing contained in this Agreement may be construed to limit, expand or otherwise modify the terms and conditions set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

5. This Agreement shall be governed by the laws of the State of Idaho, without regard to conflicts of laws principles.

6. This Agreement may not be modified, changed or supplemented except by written instrument signed by each party hereto.

7. Each provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

8. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

SILVER MOUNTAIN CORP.,
an Oregon corporation

By: R. C. Wendt
Name: R. C. Wendt
Title: President

SILVER MOUNTAIN MANAGEMENT CORPORATION,
an Oregon corporation

By: R. C. Wendt
Name: R. C. Wendt
Title: President

GALENA RIDGE, LLC,
an Oregon limited liability company

By: Silver Mountain Corp.,
an Oregon corporation
Its: Member

By: R. C. Wendt
Name: R. C. Wendt
Title: President

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

BUYER:

GOLF, LLC,
an Idaho limited liability company

By: _____

Name: Tryg Fortun

Title: Manager

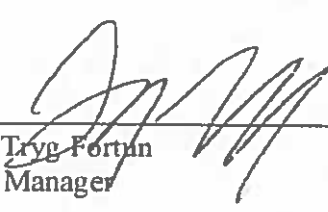
A handwritten signature in black ink, appearing to read 'Tryg Fortun', is written over a horizontal line. The signature is stylized with a large initial 'T' and 'F'.

**EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
TO GOLF, LLC**

**From Schedule 2.3(b) of APA
Contract Assumption Schedule**

Galena Ridge

1. Contracts and Agreements

1.3 Transmission Line Maintenance Agreement, dated effective August 17, 2010, between Avista Corporation and Galena Ridge, LLC. This Agreement has expired.

1.4 All obligations of Seller with respect to The Club at Silver Mountain

1.7 Purchase Option Agreement, dated June 26, 2003, between Eagle Crest Idaho, LLC (n/k/a Galena Ridge, LLC) and Idaho Department of Environmental Quality, as amended pursuant to Amendment No. 1, dated as of September 1, 2006, pursuant to which Seller acquired a portion of Galena Ridge, and the Implementation Agreement, dated as of September 1, 2006 and pursuant to Amendment No. 1, dated as of September 1, 2006, between Eagle Crest Idaho, LLC and the Idaho Department of Environmental Quality, as amended pursuant to Amendment No. 1, dated as of December 1, 2006.

1.9 Lease Agreement dated December 1, 2015 between Silver Valley Cogen, as tenant, and Silver Mountain Corp., as landlord, for portions of the warehouse located in Government Gulch

**From Schedule 2.3(e) of APA
Permits and Licenses**

Water Park, Ski Area, Future Development Areas, Other

3. Galena Ridge PUD and Ph 1 Plat- City of Kellogg Resolution 213- Galena Ridge PUD (06-001) and Phase I Plat Approval- December 2006 and related Application, Staff Reports, approval letters with conditions, property owner understanding of conditions submitted to written record.

Galena Ridge

1. Idaho Department of Water Resources Permit Number 94-7426 and extension issued July 26, 2012.
2. See Wetlands Mitigation Plan, dated October 2, 2008 in Data Room.

3. See Notice of Termination of Stormwater Construction Permit dated January 16, 2008 in Data Room and non-transferrable.
4. See various Army Corps of Engineers Nationwide Wetlands permits in Data Room, expired for past activities and non-transferrable.
5. See various Institutional Control Permits in Data Room, expired for past activities and non-transferrable.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 6, 2017

GOLF LLC
701 BUNKER AVE #113
KELLOGG ID 83837

Re: Assignment of Permit for Water Right No. 94-7426

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) permit to you. The Department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

If you have any questions concerning the enclosed information, please feel free to contact this office.

Sincerely,

Natalie Steading
Technical Records Specialist I

Enclosure