

When recorded return to:

City of North Bonneville
P. O. Box 7
North Bonneville, Washington 98639

BARGAIN AND SALE DEED

THE GRANTOR(S) First Independent Real Estate LLC, a Washington Limited Liability Company

for and in consideration of One United States Dollar (\$1.00)

in hand paid, bargains, sells, and conveys to City of North Bonneville

the following described estate, situated in the County of Skamania State of Washington, including any after acquired title:

LOT C-14 RELOCATED NORTH BONNEVILLE in Book B of Plats Page 14

Skamania County Assessor
Date 4-7-14 Parcel 2-7-20-1-3-3800
7m

REAL ESTATE EXCISE TAX
30598
APR -7, 2014

Abbreviated Legal: (Required if full legal not inserted above.)

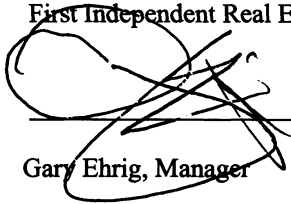
40 CBD MALL

Tax Parcel Number(s): 02072013380000

PAID Exempt
Audrey P. P. Deputy
SKAMANIA COUNTY TREASURER

Dated: March 24, 2014

First Independent Real Estate LLC



Gary Ehrig, Manager


STATE OF
COUNTY OF

ss.

I certify that I know or have satisfactory evidence that Gary Ehrig
(is/are) the person(s) who appeared
before me, and said person(s) acknowledged that he signed this instrument and acknowledged it to be
his free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: 3-25-14

STEPHANIE J KOCH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 12, 2015



Notary name printed or typed: Stephanie Koch
Notary Public in and for the State of Washington
Residing at Battle Ground
My appointment expires: 7-12-15

FILED
SECRETARY OF STATE
MAR 01 2012
STATE OF WASHINGTON

**CERTIFICATE OF AMENDMENT OF
FIRST INDEPENDENT REAL ESTATE LLC**

First Independent Real Estate LLC, a limited liability company organized and existing under the laws of the State of Washington (the "Company"), in accordance with the provisions of Chapter 25.15 of the Revised Code of Washington, does hereby certify and submit for filing this Certificate of Amendment to its Certificate of Formation:

FIRST: The name of the Company is First Independent Real Estate LLC.

SECOND: Article I of the Company's Certificate of Formation is amended in its entirety to read as follows: "The name of the limited liability company is Onyx Land Holdings LLC".

THIRD: This Certificate of Amendment will be effective at 11:59 p.m., Pacific Time, on February 29, 2012.

First Independent Real Estate LLC

By:

David G. Bristol
David G. Bristol, Manager

**SECOND AMENDMENT TO OPERATING AGREEMENT
FOR**

**ONYX LAND HOLDINGS LLC,
formerly known as First Independent Real Estate LLC,
A Washington Limited Liability Company**

This Amendment to Operating Agreement ("Amendment") is effective as of March 1, 2012, by and between **Onyx Land Holdings LLC**, a Washington limited liability company, formerly known as First Independent Real Estate LLC (the "Company"), and **Onyx Resolution LLC**, a limited liability company, formerly known as First Independent Bank (the "Member").

The Operating Agreement between Company and Member (the "Agreement") is hereby amended as follows:

1. Management of the Company: The first paragraph only of Section 4.1 of the Agreement is hereby replaced in its entirety with the following

"4.1 **Management of Company.** The management and control of the Company and its business and affairs will be vested in each of the following Managers of the Company (each, a "Manager" and collectively, the "Managers"): **Bruce Firstenburg, William Firstenburg, David Bristol, Rob Davison, Gary Ehrig and Stephanie Koch.** Each Manager will, individually and without consultation with or vote of the other Managers, have all the rights and powers which may be possessed by a manager in a manager-managed limited liability company pursuant to the Act and such rights and powers as are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Manager's duties under this Agreement and to the management of the business and affairs of the Company. The Member may upon notice to any Manager and the Company remove such Manager with or without cause and may replace or add new Managers upon notice to the Company. Without limiting the generality of the foregoing, each Manager will have the following rights and powers (which the Manager may exercise at the cost, expense, and risk of the Company):"

2. **Agreement in Full Force and Effect.** Except as expressly provided herein, all of the terms and provisions of the Agreement shall remain in full force and effect.

MEMBER:

Onyx Resolutions LLC, formerly known
as First Independent Bank

By: 

Bruce Firstenberg
Chief Executive Officer

Unofficial
Copy