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 10 **UNITED STATES DISTRICT COURT**
 11 **NORTHERN DISTRICT OF CALIFORNIA**
 12 **SAN FRANCISCO DIVISION**

13
 14 In Re Application of
 15 MESA POWER GROUP, LLC,
 16 Applicant,
 17 Pursuant to 28 U.S.C. § 1782 For Judicial
 Assistance in Obtaining Evidence from
 18 PATTERN ENERGY GROUP LP; MIKE
 GARLAND; JOHN CALAWAY;
 19 HUNTER ARMISTEAD; and DAVID
 PARQUET For Use in a Foreign and
 20 International Proceeding.

Case No. CV 11-5510 (JCS)
**STIPULATION RESOLVING
 SUBPOENAS AND [~~PROPOSED~~] ORDER**

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1 IT IS HEREBY STIPULATED by and between the parties hereto through their
2 respective attorneys of record that, if the Court approves, Mesa Power Group, LLC
3 (“Mesa”), and Pattern Energy Group LP (“Pattern”) have agreed to resolve the dispute
4 regarding the Pattern’s pending Motion to Quash the Subpoenas as follows:
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6 **A. Document Production: Pattern will produce the following documents**

7 1) Green Energy Investment Agreement (GEIA) and the GEIA Amendment, and
8 attachments and schedules to foregoing.
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10 **2) Four Power Purchase Agreements**

- 11 a) South Kent Wind Project
- 12 b) Grand Renewable Energy Park
- 13 c) Armow Wind Power Project
- 14 d) K2 (Knightsbridge) Wind Project

15 and attachments and schedules, except Appendix 1-A.
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17 3) Applications and proposals related to the GEIA, the GEIA Amendment, and/or
18 the Four Power Purchase Agreements up through the date of execution of the respective
19 agreements.
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21 **4) All communications between Pattern and the Canadian Government**

22 (includes subnational governments and agencies and state enterprises) relating to the
23 negotiation of the GEIA, the GEIA Amendment, the Four Power Purchase Agreements,
24 and their attachments, schedules, applications, and proposals (except Appendix 1-A to the
25 Four Power Purchase Agreements) up through the date of execution of the GEIA
26 amendment.
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1 **5) All communications between Pattern and the Canadian Government** with
2 respect to the satisfaction, extension, modification, or waivers of the requirements or
3 milestones set forth in the GEIA, the GEIA Amendment, or the PPAs up through the date
4 of the PMK deposition.

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6 **6) All communications between the Korean Consortium, including any**
7 **Samsung or KEPCO members of the Working Group as defined in the GEIA,** and
8 the Canadian Government in Pattern's possession regarding the negotiation of the GEIA
9 and the GEIA Amendment, attachments, and proposals regarding same up through the
10 date of execution of the GEIA Amendment.

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12 It is agreed by the parties that Pattern will produce the documents in categories 1 and 2
13 on or before May 7, 2012. Pattern's obligation to produce documents in categories 3-6
14 above shall be limited to documents maintained by the following eight custodians and
15 Pattern will use best effort to produce non-privileged responsive documents on or before
16 June 18, 2012:

- 17 • Mike Garland
- 18 • John Calaway
- 19 • Hunter Armistead
- 20 • David Parquet
- 21 • George Hardie III
- 22 • Colin Edwards;
- 23 • Kim Sachtleben; and
- 24 • The Pattern employee designated to testify for the PMK deposition referenced
25 hereafter (to the extent not previously identified)

1 **B. Depositions**

2 The parties agree that Mesa withdraws its subpoenas for deposition of Mike
3 Garland, John Calaway, Hunter Armistead, and David Parquet in exchange for taking a
4 PMK deposition of Pattern limited to the subject matters of the categories of documents
5 agreed to be produced as set forth above. The parties agree that they will use best efforts
6 to take the PMK deposition in San Francisco, California on or before July 18, 2012.

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8 **C. Expenses**

9 Mesa shall reimburse Pattern for its reasonable expenses (excluding attorneys'
10 fees, either in-house or outside counsel) incurred in connection with Pattern's production
11 of documents pursuant to this Stipulation. Following Pattern's production of documents,
12 the parties shall meet and confer regarding the appropriate amount of expenses that shall
13 be reimbursed by Mesa to Pattern. If the parties are unable to reach such an agreement,
14 the Court reserves jurisdiction over this matter to award reasonable expenses to Pattern.

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Dated: May 8, 2012

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ORDER [PROPOSED]

Pursuant to stipulation, IT IS ORDERED that Pattern Energy Group LP shall produce the documents and provide the deposition testimony under the terms and conditions agreed to by the parties in the Stipulation set out above. This Stipulation shall resolve the dispute regarding the pending Motion to Quash the Subpoenas, and provide full satisfaction of the obligations of Pattern Energy Group LP and Hunter Armistead under the subpoenas issued by Mesa Power Group, LLC.

SIGNED on the 9th day of May, 2012.

THE HONORABLE JUDGE JOSEPH C. SPERO
Magistrate Judge
for the Northern District of California

