

Name: Walla Walla Country Club
 Location #: C02-44-0100, 0103, 0104, 0105, 0110, 0115, 0120
 Account #: 17765

**ELECTRIC SERVICE AGREEMENT
 COLUMBIA RURAL ELECTRIC ASSOCIATION
 PO Box 46, Dayton, WA 99328-0046**

This Agreement is made and entered into this 30th day of November, 2012 (the "Effective Date"), by and between COLUMBIA RURAL ELECTRIC ASSOCIATION, (hereinafter "Cooperative") and Walla Walla Country Club (hereinafter "Member"), jointly referred to as "parties".

NOW, THEREFORE, the Cooperative agrees to sell and deliver to the Member, and the Member agrees to purchase and receive all of Member's requirements for electric power and energy, (excepting that which may be furnished by facilities qualifying under the Public Utility Regulatory Policies Act (PURPA)) on the following terms and conditions:

1. **Delivery Of Service/System Ownership/Exclusivity** – The electric energy and related or agreed services (the "Electric Service") to be furnished under this Agreement will be delivered and received at a mutually agreed points on the Member's property located at (if available):

1390 Country Club Road, Walla Walla, Washington, parcel no.'s 360731140057,
 360731540055, 360731140009, 360731510115

in the SE 1/4 of the NW 1/4 Section 31, Township 07 N, Range 36 EWM, in Walla Walla County.

A legal description of the property is attached as Exhibit A (the "Property").

The Member shall not use the Electric Service as an auxiliary or supplement to any other source of electric power, except that which qualifies under PURPA, nor resell the Electric Service. The electrical lines, conduit, facilities, components and all related equipment installed by the Cooperative (the "Facilities"), for the purpose of providing Electric Service to the Property, are and shall remain the property of the Cooperative.

During the term of this Agreement, and as part of the consideration exchanged by the parties, the Cooperative shall be the sole and exclusive provider of Electric Service to the Property.

2. **Service Characteristics** – The Electric Service shall be:

Multiple connections of :

(a)	3 phase	277/480 secondary voltage	at 45kva.	Rate 4.0	400 Amps	to serve: Plaza Way 15 HP Pump C02-44-0100
(b)	3 phase	277/480 secondary voltage	at 300kva	Rate 5.0	800 Amps	to serve: 330 HP Pump C02-44-0105
(c)	1 phase	120/240 secondary voltage	at 37.5kva	Rate 1.3	200 Amps	to serve: Tennis Lights C02-44-0110

68

(d)	3 phase	120/208 secondary voltage	at 225kva	Rate 3.2	1600 Amps	to serve: Club House C02-44-0115
(e)	3 phase	277/480 secondary voltage	at 45kva	Rate 3.0	400 Amps	to serve: 14 th Fairway 30 HP Pump & Bathroom C02-44-0120
(f)	3 phase	120/240 secondary voltage	at 25kva	Rate 1.3	200 Amps	to serve: 6 th Tee Box Bathrooms C02-44-0103
(g)	3 phase	120/240 secondary voltage	at 45kva	Rate 1.3	200 Amps	to serve: Maintenance Bldg C02-44-0104

Electric Service will be measured by metering devices installed, maintained and owned by the Cooperative. Additional service connections may be added to the Property through Cooperative work order accepted by the Member.

3. **Payment** – The Member shall purchase the Electric Service at the rates and upon the terms periodically established, and revised, by the Cooperative's Board of Directors. The presently effective rates are attached hereto and made a part of this Agreement.

The billing period shall commence upon use of Electric Service, or ninety (90) days after the date the Cooperative makes Electric Service available to Member, whichever first occurs. "Available" means the ability of the Cooperative to deliver electrical power through Cooperative lines, facilities and appurtenances to the Property regardless of Member's use of Electric Service.

Invoices (or Billing Statements) shall be paid at the office of the Cooperative in Dayton or Walla Walla, Washington. Payments shall be made upon the terms set forth in the Billing Statement. Upon a failure to make payment when due, the Cooperative may discontinue service to the Property following written notice to the Member. Discontinuance of service shall not relieve the Member of any obligations under this Agreement. Member further agrees to pay all expenses, including reasonable attorney fees, which the Cooperative incurs in the collection of all obligations due the Cooperative from the Member. At the sole option of the Cooperative, patron equities, earnings and credits may be applied against any delinquent or past due charges, fees or costs related to Electric Service.

4. **Membership** – Prior to delivery and receipt of Electric Service, the Member shall make application and become a member of the Cooperative. Thereafter, the terms of this Agreement, the Cooperative Articles of Incorporation, Bylaws, Resolutions, Rules and Policies shall govern the provision of Electric Service.

5. **Code Compliance** – The Member represents and warrants that the premises and Property to be served are, at all times, in conformance with the National Electrical Code and all applicable city, county and state codes.

6. **Right Of Access** – Representatives of the Cooperative shall be permitted to enter the Property at all reasonable times in order to perform work and maintenance, and to make inspections related to the Electric Service. The Cooperative's activity or work on the Property shall be performed with minimal disturbance to the Property. Upon completion of the work or activity, the Property shall be restored to the condition in which it was found with reasonable wear and tear excepted.

7. **Easement** – Member hereby grants to the Cooperative an easement over, under, across and through Member's premises and Property for utility purposes, including, without limitation, the right to construct, operate and maintain such underground lines, poles, anchors, wires, facilities, and attachments thereto, as may be required for the purpose of delivering power, energy and service to Member. Member covenants not to remove or alter lateral support from any such poles, anchors or wires. To the extent required by law, Member shall, upon the request of the Cooperative, execute a separate recordable easement in substantial conformance with the terms of this section.

8. **Continuity Of Service** – The Cooperative shall make reasonable efforts and diligence to provide a constant and uninterrupted supply of electric power and energy to Member. If the supply of Electric Service shall fail, be interrupted or become defective through, without limitation, an act of God, governmental action, weather, acts of third parties, accident, strike, labor disruption, operational/maintenance/construction work on the electrical distribution or service system, equipment failure, inability to secure right of way, permits, or any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefor for any damage or loss that may be caused thereby. Member, except for Cooperative's willful or negligent misconduct, hereby waives its right to recover, and irrevocably releases Cooperative from and against all claims that it may now have or hereafter acquire against the Cooperative for, any costs, expenses, damage, liability or cause of action arising from or related to the provision of Electric Service to the Property or any portion thereof.

9. **Term** – This Agreement shall commence on the date service is available and shall remain in effect for a period of 10 years (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew, without action of the parties, for one (1) year terms. This Agreement may be terminated by: (a) either party upon 180 days advance written notice ("Termination") or (b) upon thirty (30) days notice from Member if CREA electric rates exceed the rates charged by PacifiCorp for similar electric service during a six (6) month period ("Rate Termination"). Upon Termination, the Cooperative reserves the right, but not the obligation, to remove the Electric Service and all related improvements, appurtenances and equipment, to include assessment for costs of removing the Electric Service and, if applicable, a reasonable disconnection charge against Member (see Section 10(c)). Prior to a Rate Termination, the Parties shall meet and confer in good faith to review electric rates (past and forecasted), service demands and other cost considerations. If this Agreement is terminated under the Rate Termination provision above, Member shall not be responsible to pay the early termination charge set forth in section 10 (c) below.

10. **Construction** – Construction costs for the Facilities service total \$318,732.50. This estimated cost is valid for 30 days from the date of this agreement. Payment of the costs are allocated as follows:

- (a) The Cooperative will pay or provide a credit of \$318,732.50 as set forth in the Cooperative Line Extension Policy.
- (b) The Member will pay \$0 toward construction of the Facilities.
 - In full.
 - Or Amortized as set forth on Exhibit C (which may include a promissory note and security interest in the Property).

70

(c) Early Termination Charge: In the event this Agreement is terminated prior to the Initial Term set forth in Section 9, Member shall pay a termination charge which shall be determined as follows: Cost of construction contributed by CREA (i.e., the line extension credit, Section 10(a)) divided by the Initial Term, with the sum multiplied by the number of months remaining in the term of this Agreement. The early termination charge shall be paid by Member within thirty (30) days of termination. Interest, at the maximum amount legally permissible, shall accrue on the unpaid and due amount.

(d) Member Responsibilities Primary and Service Trenching.

The Cooperative shall furnish all engineering, labor and materials for the Facilities and Electrical Service. Customer shall cooperate and allow entry onto the Property as is reasonable and necessary for the Facilities and Electrical Service. Construction by the Cooperative shall commence following satisfaction of the conditions set forth in subsections (a) and (b), above.

11. Succession And Approval – This Agreement shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the respective parties hereto.

12. Compliance – Failure on the part of the Member to accept service from the Cooperative, or to comply with the Articles of Incorporation, Bylaws, Rules and Regulations of the Cooperative, or to carry out the terms and conditions of this Agreement, shall not relieve the Member from the obligation to make the payments as required herein or the conditions set forth in this Agreement.

13. Interconnection – The Cooperative reserves the right to connect additional Members onto or beyond the end of the service described herein or, when applicable, the line extension covered by the Agreement without affecting the amount or payment of the amounts due herein.

14. Notices – All notices required, or permitted to be given under this Agreement, shall be in writing and delivered when received at the address set forth below.

To the Member:

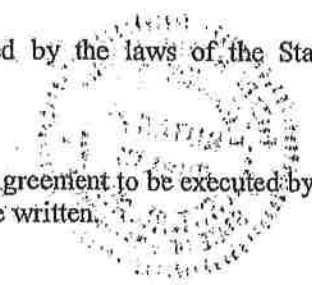
Name: Walla Walla Country Club
Title: _____
Address: 1644 Plaza Way #508, Walla Walla, WA 99362
Phone: 509-520-8282

To the Cooperative: Columbia Rural Electric Association
Attn: Manager of Financial Services
PO Box 46, Dayton, WA 99328-0046
(800) 642-1231

15. **Representation Of Member** - Member represents that, as of the Effective Date, the person signing this Agreement has authority and, to the extent necessary, has received consent from the entity described below to execute this Agreement and bind Member to this Agreement. This Agreement is a valid and binding obligation enforceable by the Cooperative in accordance with its terms.

16. **Governing Law** - This Agreement shall be governed by the laws of the State of Washington. Venue shall be Walla Walla County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.



COLUMBIA RURAL ELECTRIC ASSOCIATION

By: _____
[Handwritten Signature]

Title: ~~CEO~~ *Jim Cooper,*
Manager of Financial Services (13)

Partnership, Corporation or Other Entity

Name: Walla Walla Country Club
Fed I.D. # (if applicable) _____
City, State & Zip Code: 91-0457050
Walla Walla, WA 99362

IN WITNESS whereof the Walla Walla Country Club has caused this contract for electric service to be executed by its duly authorized officers.

By: _____
[Handwritten Signature]
Partner/Officer/Member

STATE OF Washington,
COUNTY OF Walla Walla } ss.

On this 7th day of Dec, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY K. HANSON, to me known to be the individual that executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.



Elizabeth Langley
Notary Public in and for the
State of Washington
Residing at: Walla Walla
Commission expires: 10/01/14

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the individual that executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

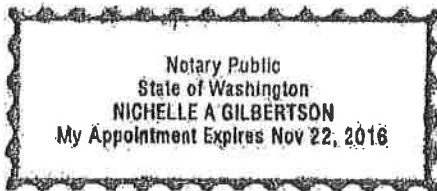
WITNESS MY HAND and official seal hereto affixed the day and year first above written.

Notary Public in and for the
State of _____
Residing at: _____
Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF COLUMBIA)

On this 13th day of December, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ~~Les Teel~~ ^{Jim Cooper} to me known to be the ~~CEO~~ ^{Manager of Financial Services} General Manager of COLUMBIA RURAL ELECTRIC ASSOCIATION, the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the Corporation.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.



Nichelle A. Gilbertson
Nichelle A. Gilbertson
Notary Public in and for
the State of Washington
Residing at Dayton Washington.
My commission expires: NOV. 22, 2016