

## STOCK PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the 5<sup>th</sup> day of August, 2015, by and between AB GOLF, LLC, a Washington limited liability company ("Purchaser"), and JAMES P. PIERRE and WILLIAM H. PIERRE, JR. ("Sellers" and "Shareholders").

### RECITALS

- A. Sellers are owners of all of the outstanding common stock of Desert Canyon Utility Co., a Washington corporation (the "Company").
- B. Purchaser desires to acquire all of the outstanding common stock of the Company.
- C. James P. Pierre owns 1,500 shares of the common stock of the Company and William Pierre owns 500 shares of the common stock of the Company.
- D. Sellers desire to sell to Purchaser all of the common stock of the Company in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

### I. PURCHASE AND SALE OF SHARES

1.1 Sale of Shares. Subject to the terms and conditions set forth in this Agreement, and in consideration for the Purchase Price set forth in Section 1.2, Shareholders will sell and deliver to Purchaser at the time of Closing all of Seller's shares of the Company's common stock (the "Shares"). Each Shareholder will sell and deliver to Purchaser the number of Shares set forth above and deliver duly endorsed stock certificates.

1.2 Purchase Price. The Purchase Price for the Shares shall be Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), payable as follows:

1.2.1 The purchase price shall be payable in cash at Closing, payable to each of the Shareholders in the following amounts:

<u>Shareholders</u>	<u>Amount</u>
James P. Pierre	\$562,500.00
William H. Pierre, Jr.	\$187,500.00

1.3 Corporate Debt. The Company owes the sum of Three Hundred Seven Thousand and No/100 Dollars (\$307,000.00) in regard to a capital improvements loan. Purchaser understands that the Company shall remain obligated for said debt and that the Sellers will have no further responsibility whether pursuant to contract or personal guarantee in regard to said obligation.

## II. CLOSING

2.1 Closing Date. The closing shall occur at a time convenient to the parties; provided that all conditions to Closing herein set forth will have been satisfied; and further provided that Closing will occur not later than August 31, 2015 said Termination Date.

2.2 Place of Closing. Closing will take place at the office of Jeffers, Danielson, Sonn & Aylward, P.S. at 2600 Chester Kimm Road, Wenatchee, WA 98801, or at such other place as the parties may agree in writing.

2.3 Performance by Shareholders at Closing. At Closing, the Shareholders will deliver to Purchaser the following:

2.3.1 Stock certificates evidencing the purchased Shares, with assignments endorsed thereon, or with executed assignments, separate from certificates;

2.3.2 The complete stock books, Bylaws, minute books, financial records, and any and all other corporate records or documents of the Company;

2.3.3 Written resignations of all officers and directors of the Company;

2.3.4 A certificate executed by each of the Shareholders, dated as of the Closing Date, that all warranties and representations given by the Shareholders in Article III are true and correct as of such date;

2.3.5 General releases of all claims which the Shareholders, or any of them, may have through the Closing Date against the Company, other than claims (i) arising under this Agreement; or (ii) for which the Shareholders are entitled to exculpation or indemnification as former officers or directors of the Company in accordance with the provisions of the Company's Articles of Incorporation or Bylaws;

2.4 Performance by Purchaser at Closing. At closing, Purchaser will deliver to Shareholders the following:

2.4.1 The Purchase Price by cashier's check or wire transfer payable to each of the Shareholders as provided in Section 1.2;

2.5 Approval of Documents. Unless otherwise provided herein, all instruments and documents to be delivered will be dated as of the Closing Date and will be satisfactory to the parties and their respective counsel, as to form and content.

### III. REPRESENTATIONS AND WARRANTIES BY SHAREHOLDERS

Shareholders, jointly and severally, represent and warrant to Purchaser that the following statements are true and correct on the date hereof and will be true and correct on the Closing Date as though made on such date:

3.1 Corporate Status. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the state of Washington, and has all requisite corporate power and authority to own or lease its properties and carry on its business as it is now being conducted.

3.2 Corporate Documents. True, correct, and complete copies of the Articles of Incorporation and Bylaws of the Company, including all amendments thereto, and true copies of the minutes of all directors' and shareholders' meetings, have been furnished to Purchaser.

3.3 Authorized Capital and Outstanding Shares. The total validly issued and outstanding capital stock of the Company is 2,000 shares of common stock ("Common Stock"). The outstanding Common Stock of the Company is fully paid and non-assessable and is owned by the Shareholders as specified in Recital C above, free and clear of all liens, claims (including but not limited to, any claims by the Shareholders' spouses) and encumbrances and is subject to no options, warrants, contracts, or agreements of any kind, except for this Agreement. The Shareholders have the absolute and unconditional right to sell and deliver the Shares to the Purchaser in accordance with the terms of this Agreement.

3.4 No Restrictions on Securities; Shareholders. Except as set forth in Section 3.3 of this Agreement, there are no authorized, issued, or outstanding securities of the Company, whether equity or debt, of any kind whatsoever and no outstanding options, warrants, rights, conversion privileges, or other agreements or instruments obligating the Company to issue any additional shares of capital stock of any class or classes or to issue any other debt or equity securities of any kind. There are no owners or holders of the Common Stock of the Company other than as set forth in Recital C above.

3.5 Authority to Perform Agreement. Each of the Shareholders has the power to enter into this Agreement and to carry out his or her obligations hereunder. The execution and performance of this Agreement does not violate, or result in a breach of, or constitute a default under, any judgment, order, or decree to which any Shareholder or the Company may be subject. Such execution or performance does not constitute a violation of or conflict with any duty to which any Shareholder or the Company is subject to any provision of the Articles of Incorporation or Bylaws of the Company. Neither the exercise and delivery of this Agreement, nor the consummation of the transactions contemplated herein, nor compliance with the terms and provisions hereof, will result in the creation or imposition of any lien, charge, or encumbrance upon any of the property of the Company pursuant to the terms of, or conflict in any way with the provisions of, or constitute a default under, or require the consent of any other party to, or indenture, mortgage, deed of trust, agreement, lease, or other instrument to which the Company or Shareholder is a party or by which it may be bound or to which it may be subject.

3.6 Approvals. Except as otherwise provided in Section 3.5, neither the execution of this Agreement nor consummation of the sale of the Shares hereunder requires the approval or consent of any governmental authority having jurisdiction over the business of the Company, or any party to any agreement with the Company, or any Shareholder, as a condition to the continuance of the Company's conduct of its business or of such agreement after the sale.

3.7 Financial Statements. Shareholders have provided Purchaser with a balance sheet of the Company for the period ending December 31, 2014, and the related statements of income, a general ledger and accounts payable ledger for the period then ended, attached hereto as Exhibit "A" and such other financial information, corporate records and documents material to the operation of the Company's business as Purchaser has reasonably requested. The Financial Statements are true and correct except for depreciation in all material respects and present fairly the financial condition and results of operations of the Company for the period specified, and were prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior years. The books of account from which the Financial Statements were prepared accurately reflect all of the items of income and expense, all assets and liabilities, and all accruals.

3.8 Liabilities. The Company has no liabilities or obligations of any nature or of any amount whatsoever, whether accrued, absolute, liquidated or unliquidated, contingent or otherwise, except:

3.8.1 To the extent reflected in the Financial Statements and not already paid or discharged,

3.8.2 Those that have been or will be incurred in or as a result of the normal and ordinary course of business, and

3.8.3 Those expressly approved in writing by Purchaser.

3.8.4 Those disclosed in the financial records provided to Purchaser and the \$307,000.00 indebtedness referred to above.

3.9 Litigation. There are no actions, suits, claims, proceedings, or investigations pending or, to the knowledge of Shareholders, threatened against or affecting any of the Shareholders or the Company at law or in equity or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign. Neither any of the Shareholders nor the Company is in default with respect to any order, writ, injunction, or decree of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency, or instrumentality of which Shareholders have notice. To the best knowledge of Shareholders, the Company has complied in all material respects with all laws, regulations, and orders applicable to its business or properties.

3.10 Stockholder Claims. No stockholder, officer, or employee of the Company has any claim or claims against the Company, and the Company is not obligated or liable to any such persons in any way or for any amounts except compensation due to employees in the ordinary course of business and except as disclosed in the Financial Statements.

3.11 Tax Returns. The Company has filed with the appropriate governmental authorities all tax and related returns required to be filed by it, and such returns accurately reflect the taxes payable. All federal, state, local, county, franchise, sales, use, excise, property, and other taxes which are due and payable have been duly paid; and no reserves for unpaid taxes have been set up or are required on the basis of the facts and in accordance with generally accepted accounting principles, except as reflected in the Financial Statements. There are no unpaid assessments or proposed assessments of federal income taxes pending against the Company; and there are no federal, state, or local tax audits pending or threatened.

3.12 Condition of Improvements and Mechanical Systems. Purchaser acknowledges that the irrigation and domestic water systems owned by the Corporation have been operating for more than fifteen (15) years and may require maintenance, repairs in the future. Purchaser accepts the system "as is" subject to the duty of Seller to make full disclosure of no material defects and no compliance problems which may affect the operating authority of the system. Except for Seller's duty to make full disclosure of known defects, there is no Seller's warranties associated with the system except to the extent that it is believed to be currently functional and operative and will remain so until the date of Closing.

3.13 Future Assurances. The Sellers hereby covenant and agree to take whatever steps may be necessary in the future to insure that the water delivery system, waterlines, water storage tanks, and principal facilities of the Company are owned by the Company and are available for use by the Company. The Shareholders own or control real property in the Desert Canyon Development and it may be necessary for the Shareholders or their related entities in the future to grant easements for other similar

rights to the Company to provide for the Company's use of its facilities and water delivery system.

Similarly, the Purchaser hereby covenants and agrees to take whatever steps may be necessary in the future to facilitate the Sellers use and development of their property in the Desert Canyon Development, including granting future easements or other similar rights to the Sellers to facilitate said use and development of their property.

Purchaser covenants and agrees that at all times in the future the Sellers will be provided the water rates that rationally relate to the cost of the service provided by the Desert Canyon Utility Company or its successor in interest. Said rate rational shall be evenly applied across all irrigation customers. Domestic rates shall also rationally relate to the cost of the service provided and applied evenly across all domestic customers.

James P. Pierre owns the property upon which the pump station and distribution center utilized by Desert Canyon Utility Company are located. Pierre will continue to own the property but will grant an exclusive easement to Desert Canyon Utility Company and AB Golf LLC for the facilities and two parking stalls. The pump station includes the evaporation pond.

The Purchaser owns or controls the Desert Canyon Golf Course which adjoins property owned by the Sellers. There are encroachments by the Golf Course on Seller's property where the developed portions of the course and its paved cart paths intrude upon Seller's property. The Parties have created Exhibit A and Exhibit B to this agreement which identify the nature, location and extent of these encroachments.

The Seller, William H. Pierre, Jr., will exchange with Purchaser an equivalent amount of square feet of property to resolve the encroachments in favor of the Golf Course that occur on his property. Where such an exchange is not practicable he shall grant sufficient easements to Purchaser to resolve the encroachments in favor of the Golf Course by that means.

Similarly, the Seller James P. Pierre will also exchange with Purchaser an equivalent amount of square feet of property to resolve the encroachments in favor of the Golf Course that occur on his property. Where such an exchange is not practicable he shall grant sufficient easements to Purchaser to resolve the encroachments by that means. This exchange may require a few additional acres from the Golf Course in order to round up to a sufficient area such that Seller's property is evenly divisible by allowed lot sizes as Seller is currently just short of the area needed to that end.

Sellers hereby represent Sellers hereby represent that the Company owns all right title and interest in the water rights purveyed by the water system including, but not limited to those referenced by Department of Ecology tracking numbers G4-25768(A)P, G4-25768(C)P, and G4-31009 and all related subdivisions of said rights.

3.14 Related Party Disclosures. The Sellers have entered into a number of transactions with the Company including the following:

- 1) A Water Service Agreement, dated December 26, 2013, involving Pacific Region Investment Co., LLC, a Washington limited liability company and Birdie Properties, LLC, a Washington limited liability company concerning approximately 40 acres of land adjacent to the Dessert Canyon Golf Course;
- 2) A Water Service Agreement between the Company and Pierre Renton Properties, LLC, a Washington limited liability company and Birdie Properties, LLC, a Washington limited liability company, dated December 26, 2013, concerning 90 acres of land.;
- 3) Water Service Contract, dated March 25, 2011, between the Company and Birdie Properties, LLC, a Washington limited liability company; and
- 4) A Water Service Contract between the Company and Birdie Properties, dated December 26, 2013.

The above-identified contracts are and shall remain in full force and effect and are an obligation to the Company that shall survive this closing. Additionally, the Sellers and Rick Rekdal own all of the currently available new water service connections for property to be connected to and served by the Company's water delivery system. The ownership of those water connections shall remain with the Sellers and Rick Rekdal and are unaffected by this transaction. *See attached Exhibit C for approximate location.*

*JPP*  
*all*  
*RK*  
*with*

However, said contracts shall not require Purchaser to bear any expense associated with making the connections contemplated in said contracts and said connections must connect to the system where there is sufficient capacity to support said connections. Similarly, said connections must comply with the requirements of the water right permits intended to support said connections. Sellers may seek to modify said permit requirements at their cost and Purchaser shall cooperate to that end.

One of Purchaser's primary motivations in purchasing the stock as set forth herein is to revise the Company's rates and charges in a more equitable manner. Notwithstanding said contracts, and any provisions therein to the contrary, all connections to the irrigation or potable system shall pay rates that reasonably relate to the cost of the service provided. Sellers shall hold the Company harmless from all claims from these contracts that relate to rates and charges that differ from those set forth in the contracts.

Further, Purchaser shall be free to have the Company develop additional system capacity to accommodate new connections in addition to those contemplated by said contracts.

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#### IV. REPRESENTATIONS AND WARRANTIES BY PURCHASER

Purchaser represents and warrants to Shareholders that the following statements are true and correct on the date hereof and will be true and correct on the Closing Date as though made on such date:

4.1 Organization in Good Standing. Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Washington.

4.2 Authority to Perform Agreement. Purchaser has the power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement, the payments provided for herein, and the consummation of transactions contemplated hereby, have been duly authorized by Purchaser's Managers, and no other Company proceeding on the part of Purchaser is necessary to authorize Purchaser's Managers to perform this Agreement and the transactions contemplated herein.

#### V. COVENANTS

5.1 Investigation and Access. During the period from the date hereof to the Closing Date, Purchaser and its duly authorized representatives shall have access to the records, files, books of account, and copies of tax returns of the Company for the purpose of conducting an investigation of the Company's financial condition, corporate status, liabilities, contracts, business operations, property and title thereto, and all other matters relating to the Company's business, properties, and assets; provided, however, that such investigation shall be conducted in a manner that does not unreasonably interfere with the Company's normal operations and employee relationships. Purchaser and its representatives shall treat all information originally obtained in such investigation and not otherwise in the public domain as confidential, and if this transaction does not close, Purchaser shall return all books, records, and documents made available to it.

5.2 Conduct of Business of the Company. Shareholders covenant that, prior to the Closing Date, the company will:

5.2.1 Conduct its business only in the ordinary and usual course and will not incur any debts or liabilities other than in the ordinary course;

5.2.2 Not do or cause to be done anything that would cause any representation or warranty in Article III to be untrue or inaccurate if made at the time, except as otherwise permitted by this Agreement or consented to in writing by Purchaser;

5.2.3 Maintain its property and equipment, and the insurance with respect thereto, in accordance with good business practice;

5.2.4 Make no change with respect to its management or supervisory personnel;

5.2.5 Use its best efforts to preserve its business organization intact, keep available the services of its present management, and preserve the goodwill of its suppliers, customers, and others having business relations with it;

5.2.6 Not enter into any employment or retainer agreements;

5.2.7 Not declare or pay any dividend, stock or otherwise, or make any other distribution or payment to its Shareholders; and

5.2.8 Not issue, transfer, pledge, or encumber in any way any shares of its capital stock.

## VI. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SHAREHOLDERS TO CLOSE

The obligations of Shareholders to close hereunder on the Closing Date are subject to the fulfillment at or prior to the Closing Date of each of the following conditions (any one or more of which may be waived in whole or in part by them in writing):

6.1 No Litigation. No action or proceeding (other than an action or proceeding caused or instituted by or at the request of Shareholders) shall have been instituted in which an order has been entered restraining or prohibiting or invalidating the transactions contemplated by this Agreement, or affecting the right of Purchaser to own the Shares after the Closing Date.

6.2 Representations and Warranties True and Correct. The representations and warranties of Purchaser contained herein shall be true and correct in all material respects on the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and at the Closing Date Purchaser shall have delivered its certificate to that effect.

6.3 Performance of Covenants. Purchaser shall have performed and complied with all material terms, covenants, and conditions of this Agreement to be performed or complied with by it on or before the Closing Date and the certificate of Purchaser's duly authorized officer referred to in Section 6.2 shall so state.

## VII CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PURCHASER TO CLOSE

The obligations of Purchaser to close hereunder on the Closing Date are subject to the fulfillment at or prior to the Closing Date of each of the following conditions (any one or more of which may be waived in whole or in part by it in writing):

7.1 Representations and Warranties True and Correct. The representations and warranties of the Shareholders contained herein shall be true and correct in all material respects on the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and at Closing the Shareholders shall have delivered a certificate to that effect.

7.2 Performance of Covenants. Shareholders shall have performed and complied with all material terms, covenants, and conditions of this Agreement to be performed or complied with by them, respectively, on or before the Closing Date.

7.3 No Material Adverse Change. No damage, destruction, or loss (whether or not covered by insurance) and no other event materially and adversely affecting the business properties, financial condition, or business prospects of the Company shall have occurred.

## VIII. INDEMNIFICATION OF PURCHASER

8.1 Survival of Representations, Warranties, and Covenants of Shareholders. The representations, warranties, and covenants of Shareholders contained in this Agreement shall survive the Closing.

8.2 Indemnity. For the period and to the extent specified in Section 8.5, Shareholders, jointly and severally, agree to and shall indemnify Purchaser and the Company and hold Purchaser and the Company harmless from and against the following:

8.2.1 Any and all loss, damage, or expense resulting from any misrepresentation made, or breach of warranty given or covenant made to this Agreement; and

8.2.2 All debts, claims, and liabilities incurred by, arising out of, or relating in any way to matters pertaining to the conduct of the business of the Company which have arisen or may rise because or as a result of any fact, event, or transaction existing or occurring on or before the Closing Date, regardless of when the cause of action thereof shall be deemed to arise, except for (i) any such debt, claim, or liability which may be included as a liability in the Financial Statements (to the extent of the amount thereof so included), and (ii) current liabilities incurred by the Company in the ordinary and usual course of its business. Subject to the exceptions noted above, the indemnity of Shareholders hereunder shall extend to any federal, state, or local tax

liability of the company of any nature whatsoever, including but not limited to any deficiency or governmental charge which arises by virtue of the adjustment, disallowance, or inclusion of any item for tax purposes, and which is occasioned by adjustments for tax years (or portions thereof) prior to the Closing Date. The indemnification for tax liabilities contained herein shall bind the Shareholders, notwithstanding any qualifications to Shareholders' representations under Section 3.11, or any other provision of this Agreement.

8.3 Notice. If Purchaser shall claim any right of indemnity under Section 8.2, Purchaser shall give Shareholders a written notice of such claim, setting forth in reasonable detail the facts giving rise to the claim and the amount of liability of Shareholders asserted by reason thereof.

8.4 Right to Join in Defense. If any claim is made against Shareholders because of any action, suit, or proceeding (including tax assessments or reassessments) which might give rise to a claim against Shareholders under Section 8.2 in an amount of more than \$1,000, Purchaser shall within ten (10) days of receipt of notice of such action, suit, or proceeding, cause notice thereof to be delivered to Shareholders and shall afford Shareholders and their counsel, at the sole cost and expense of Shareholders, the opportunity to join with Purchaser in defending or compromising such action, suit, or proceeding. If such notice and opportunity are not given to Shareholders, or if such action, suit or proceeding is compromised or settled without the consent of Shareholders, if they have joined in the defense thereof, no liability shall be imposed on Shareholders by reason of such claim.

8.5 Amount of Damages. Purchaser agrees that the amount of any damages or loss claimed by Purchaser under the indemnity provided in Section 8.2 shall be a net amount after adjustment for any benefit to Purchaser from insurance receipts from third parties or offsetting tax advantage. No claim shall be made for breach of warranties unless an individual claim exceeds \$1,000 or the total of all claims in the aggregate exceeds \$1,000.

8.6 Period of Limitation. Shareholders' liability for the net amount of any damage, loss, expense, debt, claim, or liability set forth in Section 8.2 hereof shall be one hundred percent (100%) of such net damage or loss resulting from or arising out of any act, claim, demand, or cause of action within the scope of Section 8.2 occurring within the first six (6) years immediately following the Closing Date. Shareholders' liability hereunder shall cease altogether on the seventh (7<sup>th</sup>) anniversary of the Closing Date, except as to causes of action filed prior to said seventh (7<sup>th</sup>) anniversary date, but not concluded by said date.

8.7 Resolution of Disputes. Except as otherwise expressly provided, any dispute arising under or in connection with this Agreement shall be settled by arbitration as herein set forth:

8.7.1 The party demanding arbitration shall give the other party or parties from whom it seeks relief a written notice (the "Notice") which shall contain, in addition to the demand for arbitration, a clear statement of the issue to be resolved by arbitration with a reference to the provision of this Agreement under which the dispute arises, the relief requested through arbitration, and the name and address of the arbitrator selected by the demanding party.

8.7.2 The party receiving the Notice shall provide a written response (the "Response") to the Notice within thirty (30) days following receipt of the Notice. The Response shall contain a clear statement of the responding party's position concerning the issue in dispute and the name and address of the arbitrator such party selects as one of the arbitrators to hear the dispute. If the party receiving the notice of the demand for arbitration fails to designate an arbitrator within the time allowed, the demanding party shall apply within ten (10) days to the Presiding Department of the Chelan County Superior Court for designation of the second arbitrator.

8.7.3 Within fifteen (15) days following the selection of the second arbitrator, the two arbitrators shall select a third arbitrator. In the event they fail to do so within that time period, either party may apply to the Presiding Department of the Chelan County Superior Court for appointment of a third arbitrator. The method of selection of arbitrators or the arbitrators as selected may be changed at any time upon agreement of the parties.

8.7.4 The arbitrators shall be attorneys-at-law admitted to practice and in good standing in the state of Washington. No party may select an arbitrator who is or ever has been an officer, director, or employee of such party or of any subsidiary or affiliated entity of such party.

8.7.5 The arbitrator(s) shall meet in Wenatchee, Washington within twenty (20) days after the selection of the third arbitrator and shall allow each party an opportunity to submit oral and written evidence and argument concerning the issue in dispute. The arbitrators shall resolve the matters before them in accordance with the rules of law and equity. The arbitrator(s) may only resolve the question or questions submitted to arbitration and shall include a part of their consideration a full review of this Agreement, all material incorporated herein by reference. The decision of the majority of the Arbitrators shall be the decision of the panel. In all other respects, the arbitration shall be conducted in accordance with the Washington Arbitration Act, RCW 7.04.

8.7.6 In any arbitration pursuant to this Section 8.7, each party shall pay the fees and costs of the arbitrator it has selected, and the arbitrator(s) may assess their remaining fees and costs and the costs and expenses of the arbitration, including reasonable attorneys' fees, against the nonprevailing party as they may in their discretion determine. At the conclusion of the arbitration, any party may apply to any court of competent jurisdiction for an order confirming such award.

8.7.7 Any proceeding in a court of law shall be immediately stayed upon receipt of a notice or demand for arbitration; provided that this shall not preclude any party from applying to any court of competent jurisdiction for equitable relief in the form of injunctions and temporary restraining orders. In any such action or proceeding to compel arbitration or confirm the arbitration award, the prevailing party shall be entitled to recover its cost and expenses incurred therein, including without limitation reasonable attorneys' fees, and including such costs and expenses incurred in any appellate proceeding.

## IX. TERMINATION

9.1 Right to Terminate. This Agreement may be terminated at any time prior to Closing, and the transactions contemplated hereby may be abandoned at any such time, either (1) by mutual consent of Shareholders and Purchaser, or (2) unilaterally by Shareholders or Purchaser if:

9.1.1 There has been a default by the other party in any material respect in the performance of any covenant herein and such default has not been cured by the Termination Date; or

9.1.2 Any representation or warranty of the other party is untrue in any material respect; or

9.1.3 A condition precedent to such party's obligation to close, as set forth in Article VI or Article VII, has not been satisfied by the Termination Date.

9.2 Effectiveness of Termination. Termination of this Agreement and abandonment of the transactions contemplated hereby shall be deemed effective on the date mutually agreed upon by the parties, or in the event of termination by unilateral action, on the Termination Date.

9.3 Specific Performance. If all of the conditions precedent to the obligations of Shareholders to close as set forth in this Agreement have been satisfied, but the Shareholders or any of them shall refuse to close as provided in Article II hereof, the Purchaser, in addition to any other remedies it may have, may specifically enforce this Agreement.

## X. MISCELLANEOUS

10.1 Resignations. Shareholders shall provide Purchaser at Closing with written resignations of all officers and directors of the Company.

10.2 Notices. All notices, requests, demands, and other communications called for by this Agreement shall be in writing and shall be deemed to have been given if delivered or mailed first-class, postage prepaid:

If to Shareholders, to: James P. Pierre  
c/o Bill Pierre Ford  
11525 Lake City Way NE  
Seattle, WA 98125

And to: William H. Pierre, Jr.  
P.O. Box 460  
Orondo, WA 98843

With copy to: J. Kirk Bromiley  
Jeffers, Danielson, Sonn & Aylward, P.S.  
2600 Chester Kimm Road  
P.O. Box 1688  
Wenatchee, WA 98807-1688

If to Purchaser, to: AB Golf, LLC  
Altalakegolf@yahoo.com

*P.O. Box 1860  
Chelan, WA 98816*

With copy to: Mark Peterson  
1227 First Street  
Wenatchee, WA 98801

10.3 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

10.4 Headings. The headings of the several articles and sections herein are inserted for convenience of reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.

10.5 Parties in Interest. This Agreement shall benefit and bind the parties and their respective successors, and the Shareholders' heirs and personal representatives.

10.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Washington.

10.7 Amendment. This Agreement may be amended at any time prior to Closing by written instrument executed by Shareholders and Purchaser.

10.8 Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior agreements, written or oral, with respect to the same subject matter.

10.9 Expenses. Each party shall separately bear the expenses incurred by it in connection with this Agreement; provided, however, that if either party shall

commence legal action to specifically enforce or otherwise seek redress under or for breach of this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees therein, including costs and fees incurred in any appellate proceeding.

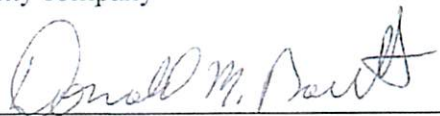
10.10 Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party which is entitled to the benefit thereof.

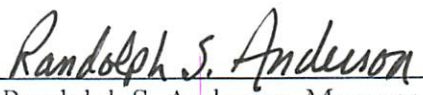
10.11 Nature of Representations and Warranties. All representations, warranties, and agreements made by the parties to this Agreement or pursuant hereto shall be deemed joint and several.

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

PURCHASER

AB GOLF, LLC, a Washington limited liability company

By   
Donald M. Barth, Manager

By   
Randolph S. Anderson, Manager

By   
Evelyn I. Anderson, Manager

SELLERS

  
JAMES P. PIERRE

  
WILLIAM H. PIERRE, JR.





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DATE: 1/15/2016 FILE NO: 20140227\0000\_EXH3.DWG  
SCALE: 1" = 200' JOB NO: 20140227\0000

ALL-STATE LEGAL®  
**EXHIBIT**  
**A**



**EXHIBIT MAP**  
**JAMIE PIERRE OWNERSHIP**  
**DOUGLAS COUNTY, WASHINGTON**



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EXHIBIT

**B**



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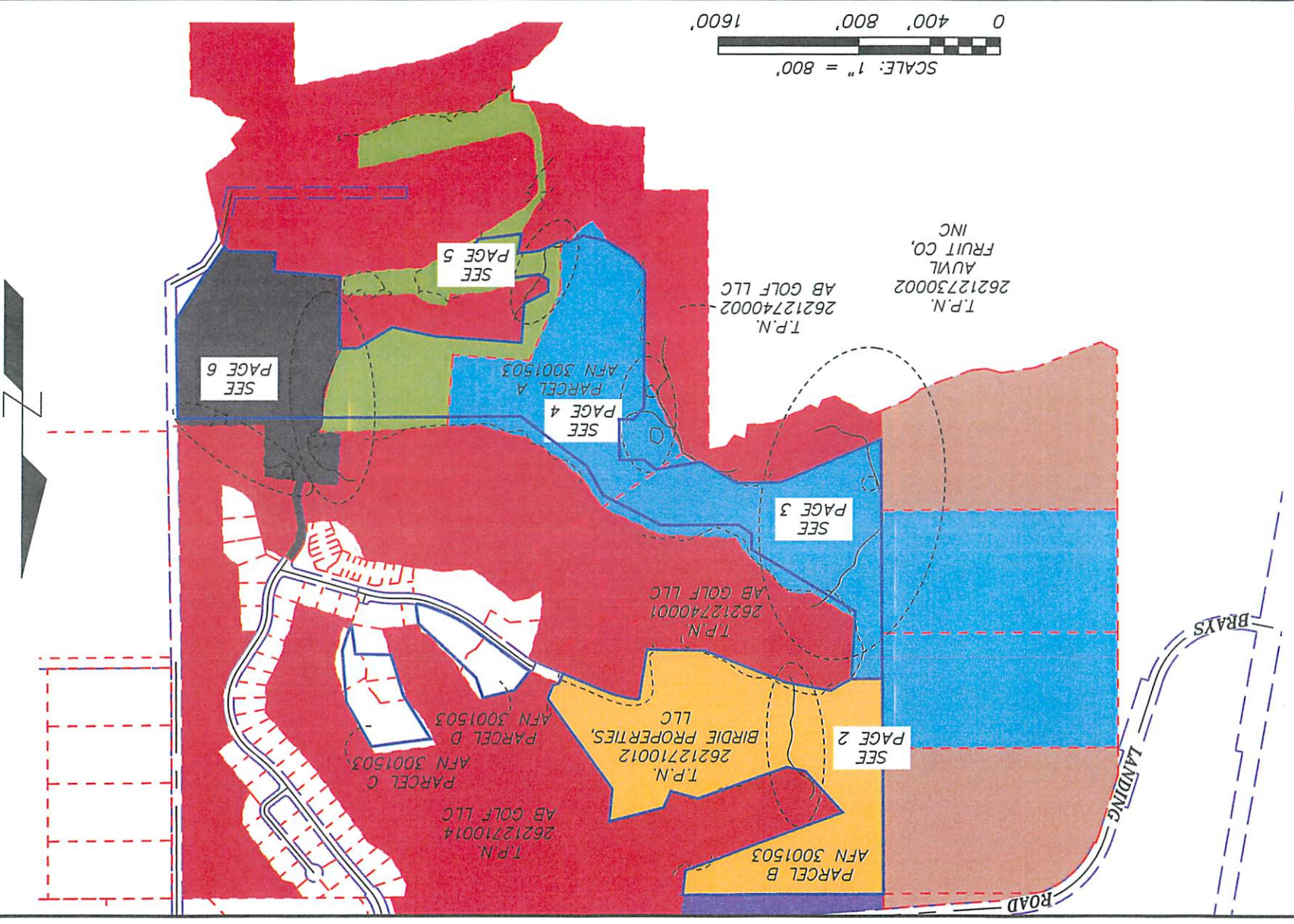
SHEET 1 of 1

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EXHIBIT MAP  
JAMIE PIERRE OWNERSHIP  
DOUGLAS COUNTY, WASHINGTON

**EXHIBIT MAP FOR:  
JAMIE PIERRE**

A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON



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SHEET 1 OF 7

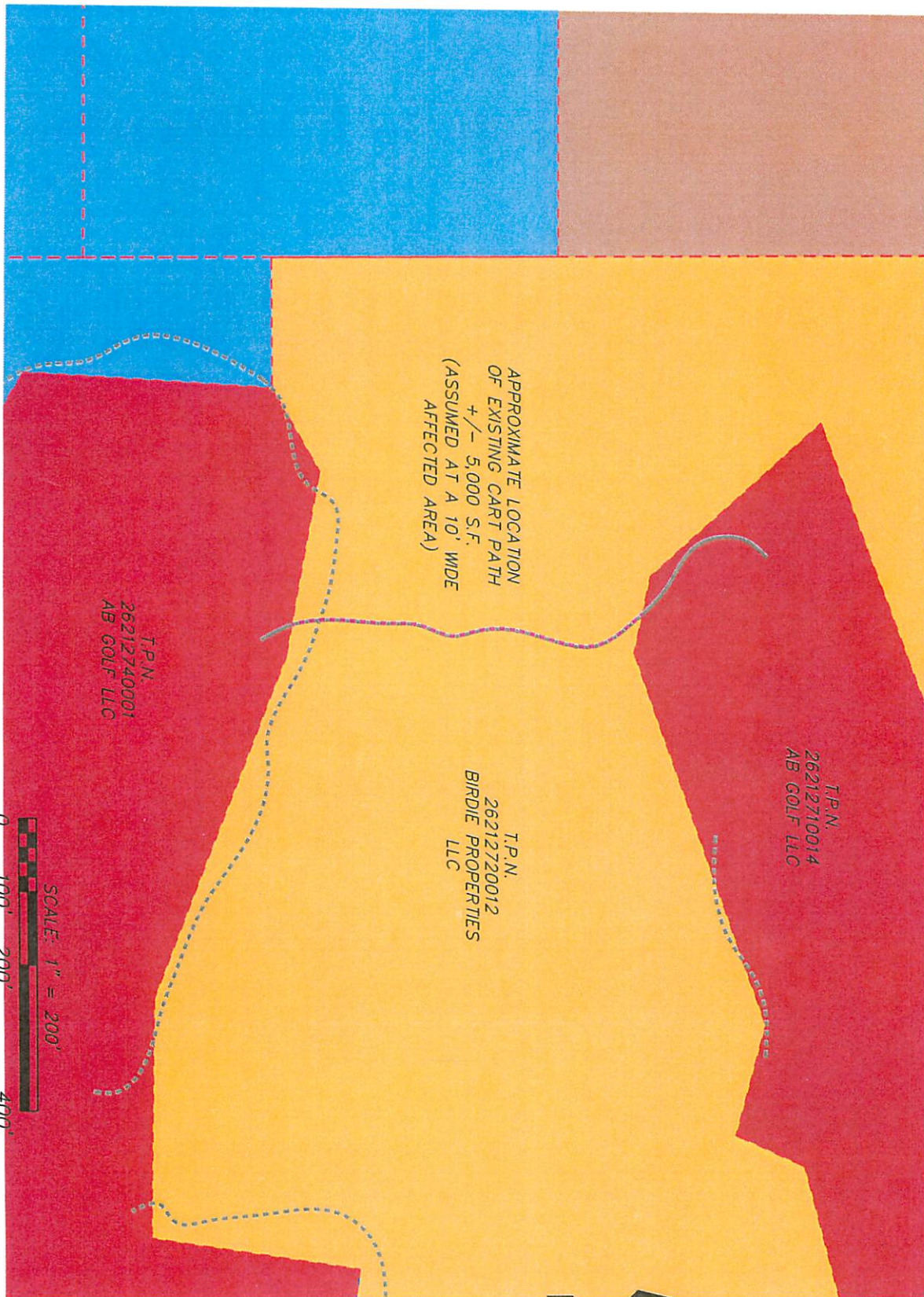
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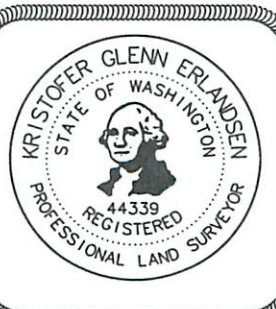
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**EXHIBIT MAP FOR:  
JAMIE PIERRE**

A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON



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**EXHIBIT MAP FOR:  
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A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON



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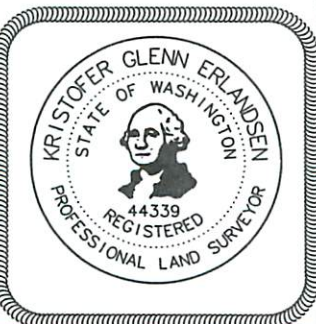
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**EXHIBIT MAP FOR:  
JAMIE PIERRE**

A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON



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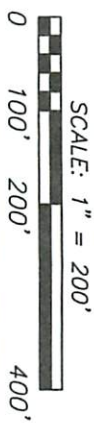
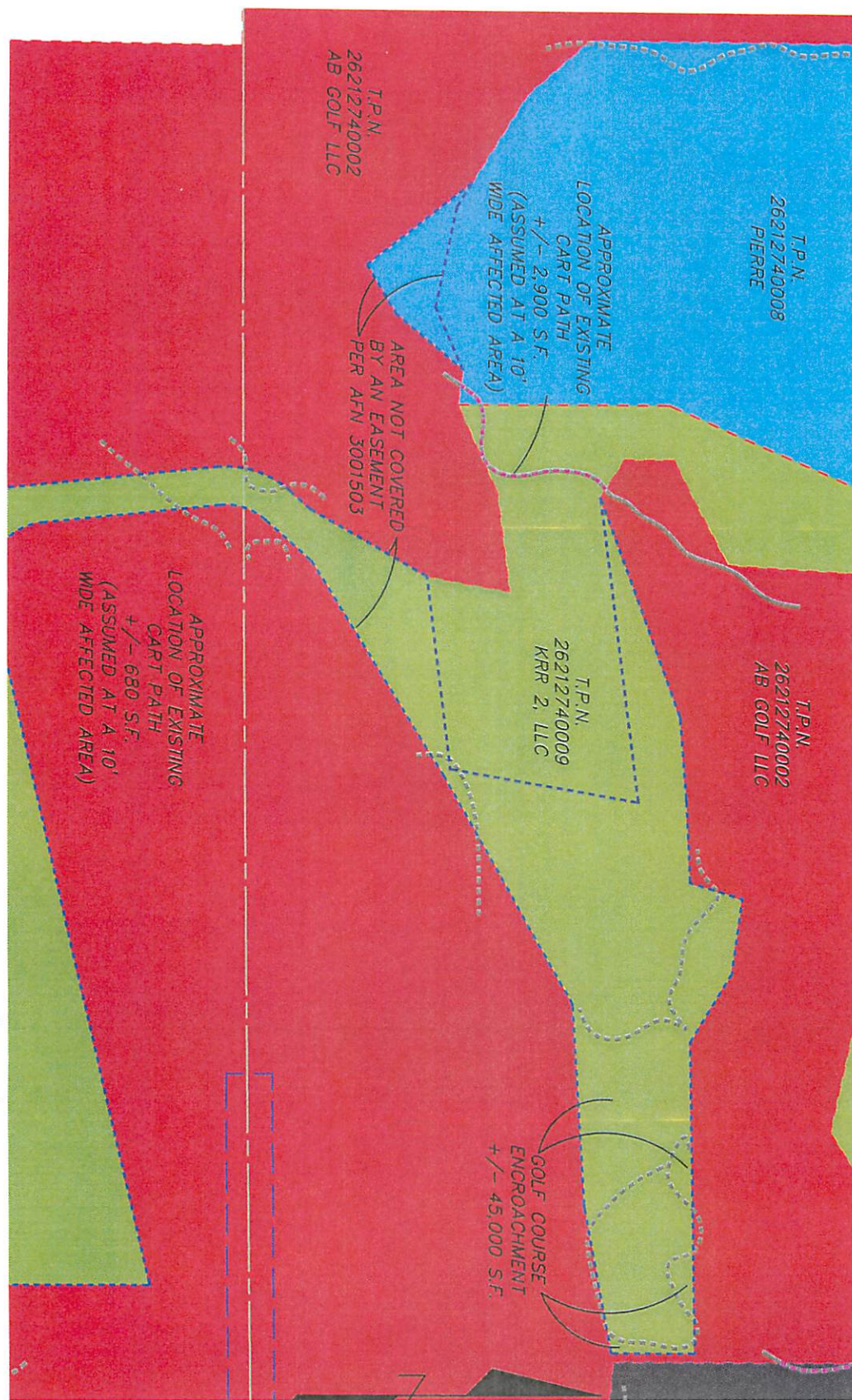
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**EXHIBIT MAP FOR:  
JAMIE PIERRE**

A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON



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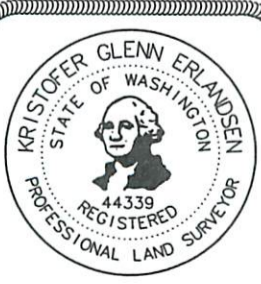
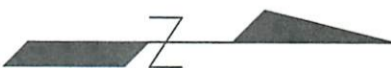
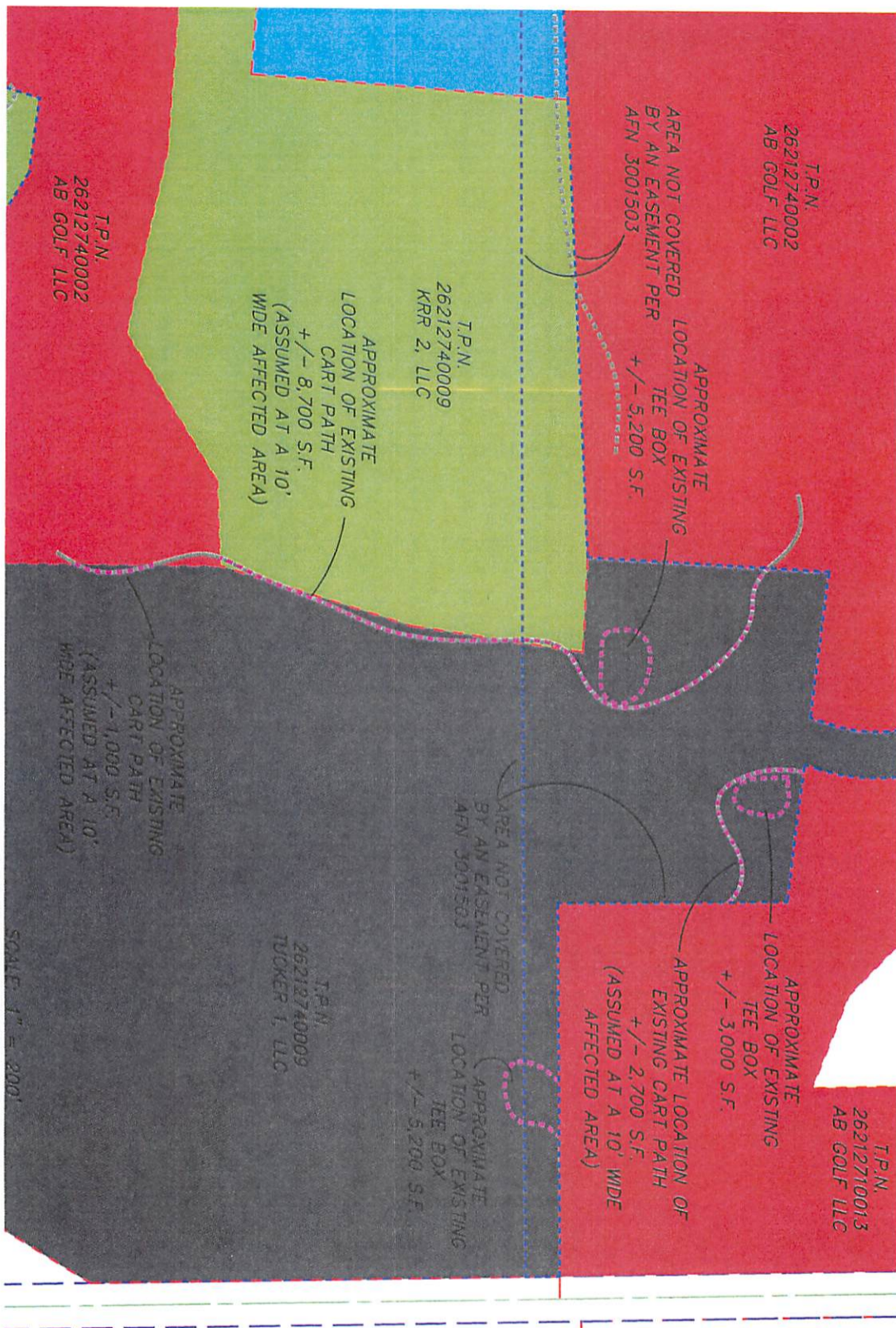
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**EXHIBIT MAP FOR:  
JAMIE PIERRE**

A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
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**EXHIBIT MAP FOR:  
JAMIE PIERRE**

**A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON**

APPROXIMATE ENCROACHMENT AREAS:

PIERRE: +/- 24,000 SQUARE FEET

BIRDIE PROPERTIES, LLC: +/- 5,000 SQUARE FEET

KRR 2, LLC: +/- 49,415 SQUARE FEET

TUCKER 1, LLC: +/- 24,365 SQUARE FEET

PIERRE RENTON PROPERTIES, LLC: +/- 400 SQUARE FEET

AREA NOT COVERED BY AN EASEMENT PER AFN 3001503

PIERRE: +/- 9,110 SQUARE FEET

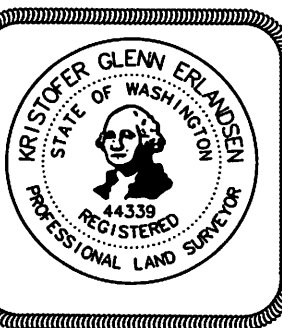
BIRDIE PROPERTIES, LLC: 0 SQUARE FEET

KRR 2, LLC: +/- 46,385 SQUARE FEET

TUCKER 1, LLC: +/- 18,448 SQUARE FEET

PIERRE RENTON PROPERTIES, LLC: +/- 400 SQUARE FEET

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DATE: 7/14/2015

FILE NO: 20140227.0000\_EXH4.DWG

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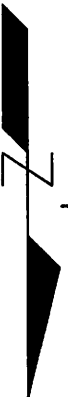
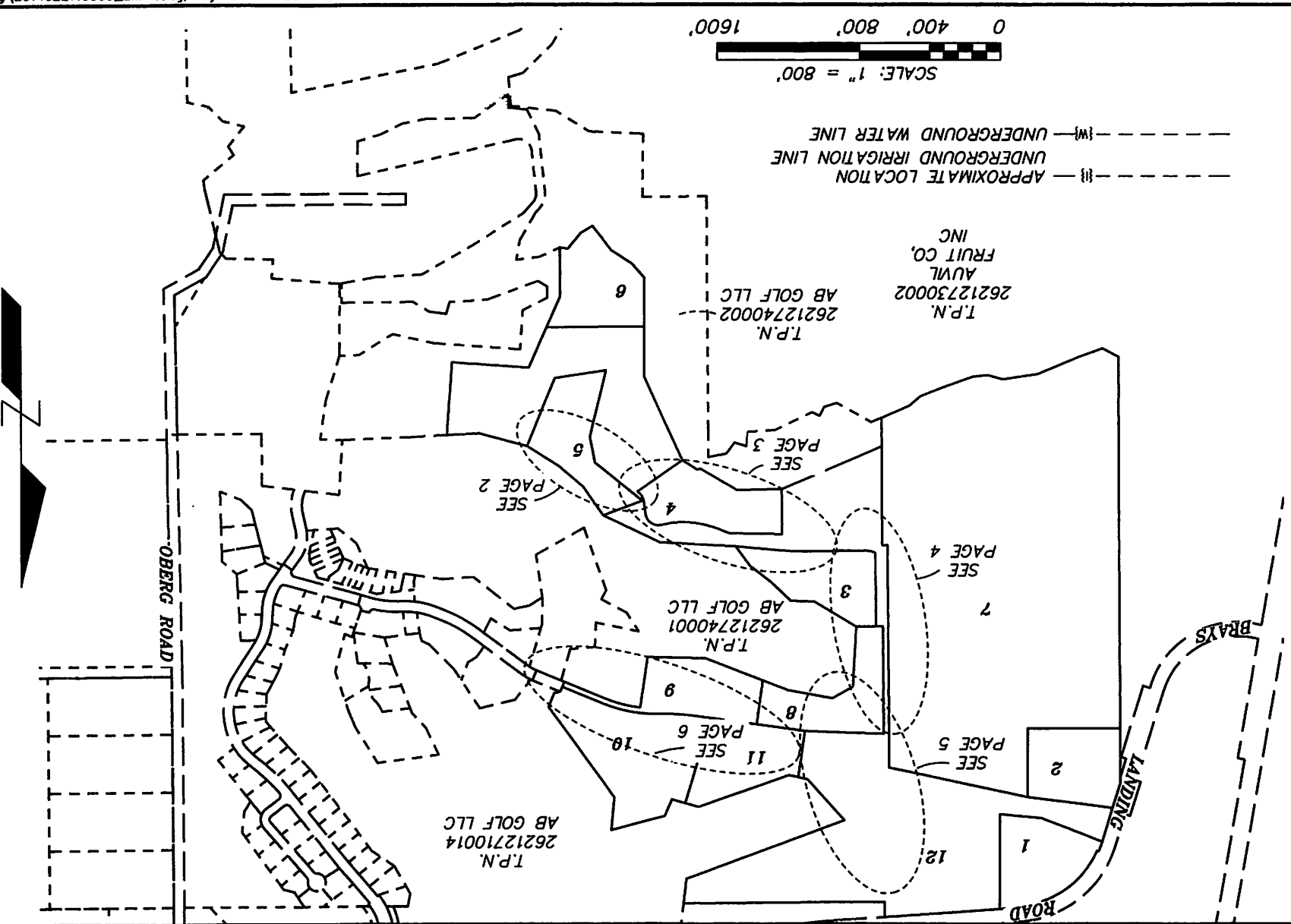
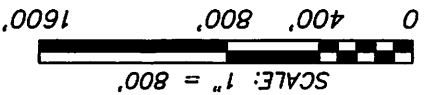
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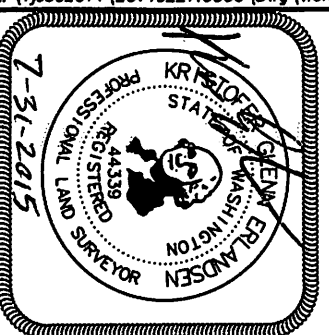
**PARCEL AND WATERLINE EXHIBIT MAP FOR:  
JAMIE PIERRE**

A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON

--- ii --- APPROXIMATE LOCATION  
--- iii --- UNDERGROUND IRRIGATION LINE  
--- iv --- UNDERGROUND WATER LINE



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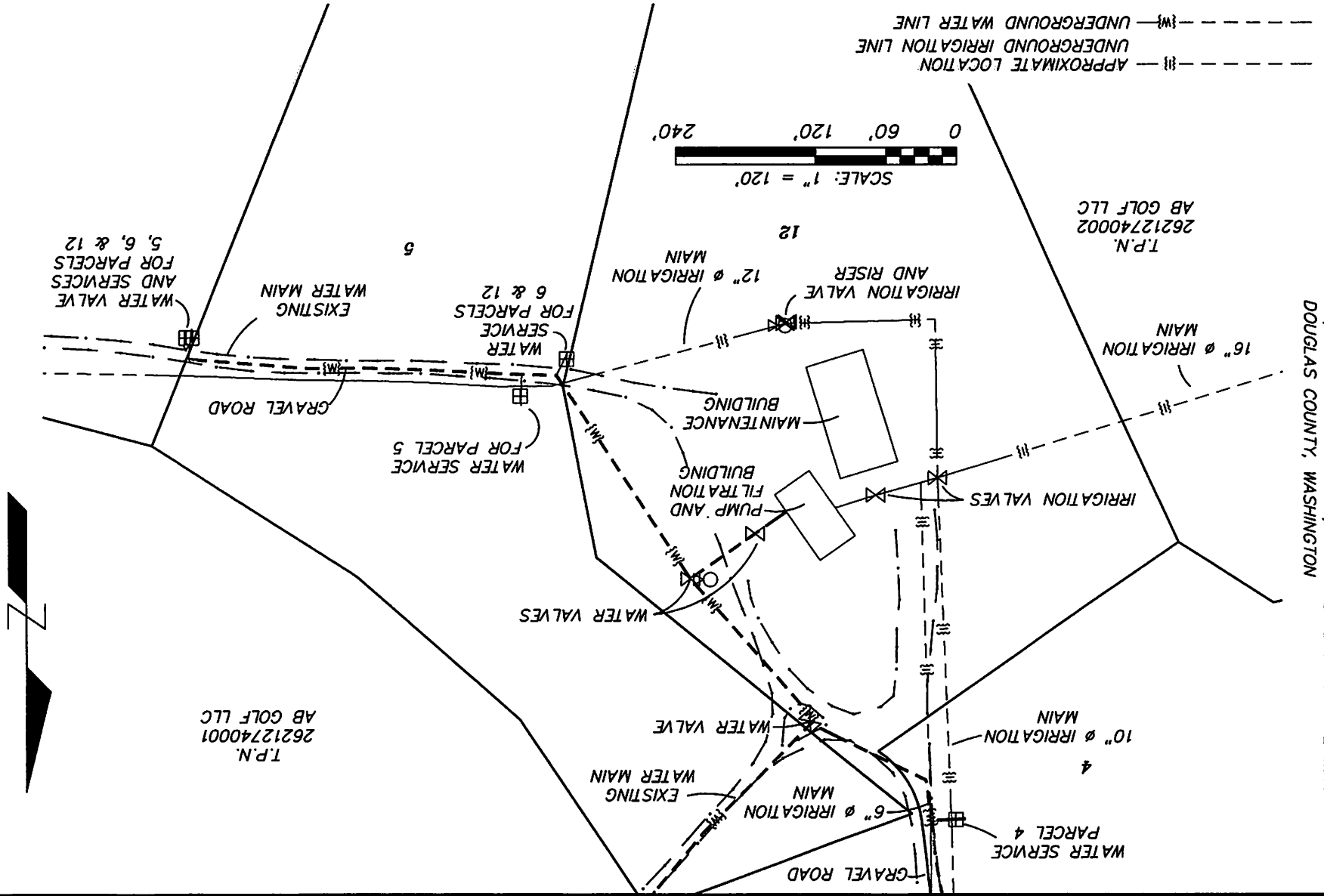
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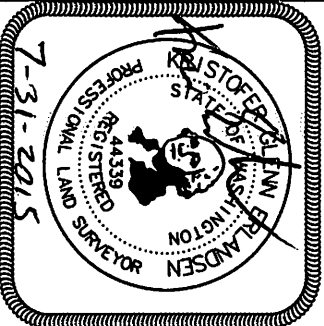
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**PARCEL AND WATERLINE EXHIBIT MAP FOR:  
JAMIE PIERRE**

A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON



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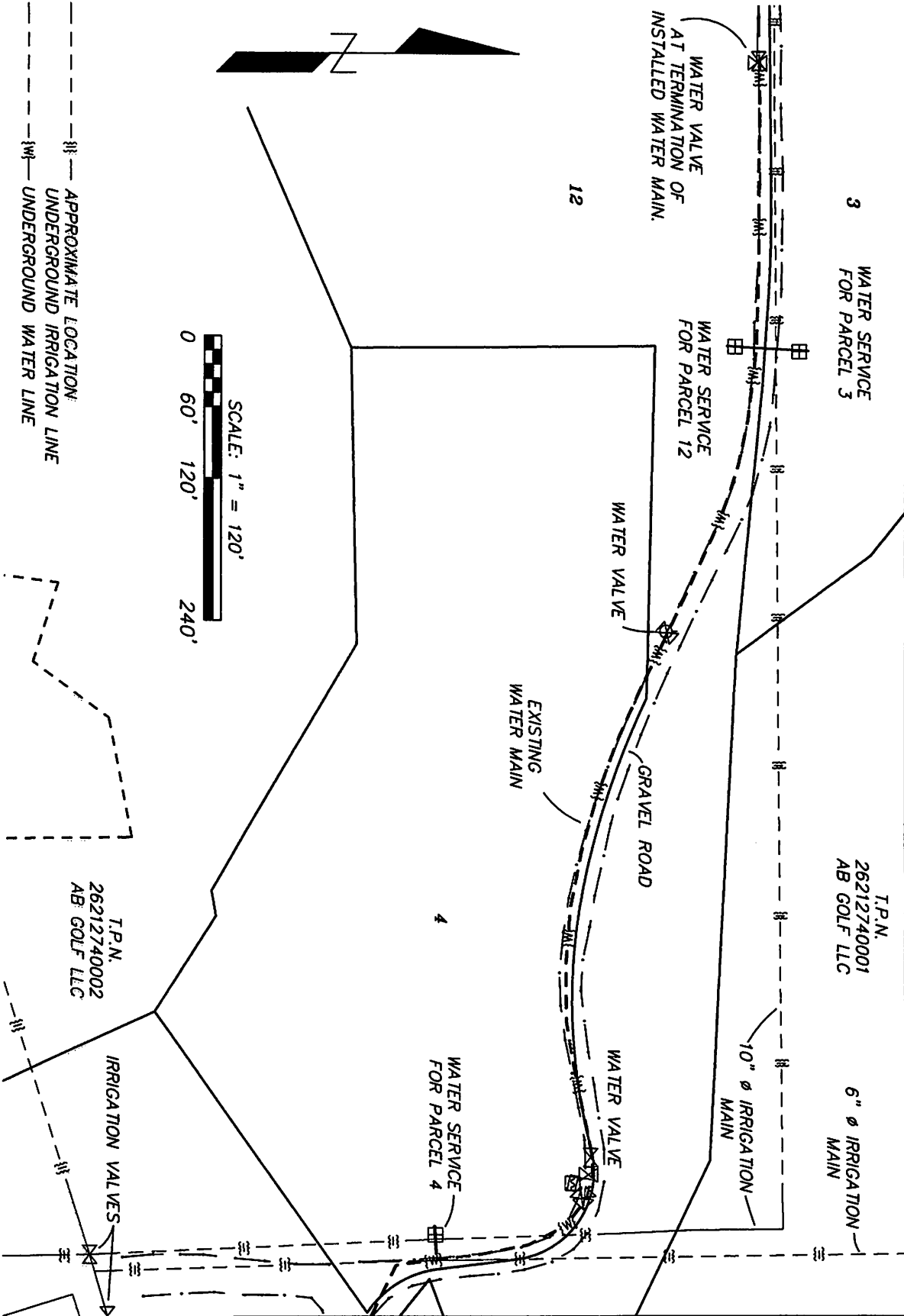
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**PARCEL AND WATERLINE EXHIBIT MAP FOR:  
JAMIE PIERRE**

A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON



--- APPROXIMATE LOCATION  
UNDERGROUND IRRIGATION LINE  
-W- UNDERGROUND WATER LINE

SCALE: 1" = 120'  
0 60' 120' 240'

T.P.N.  
26212740002  
AB GOLF LLC

T.P.N.  
26212740001  
AB GOLF LLC

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SHEET 3 OF 6

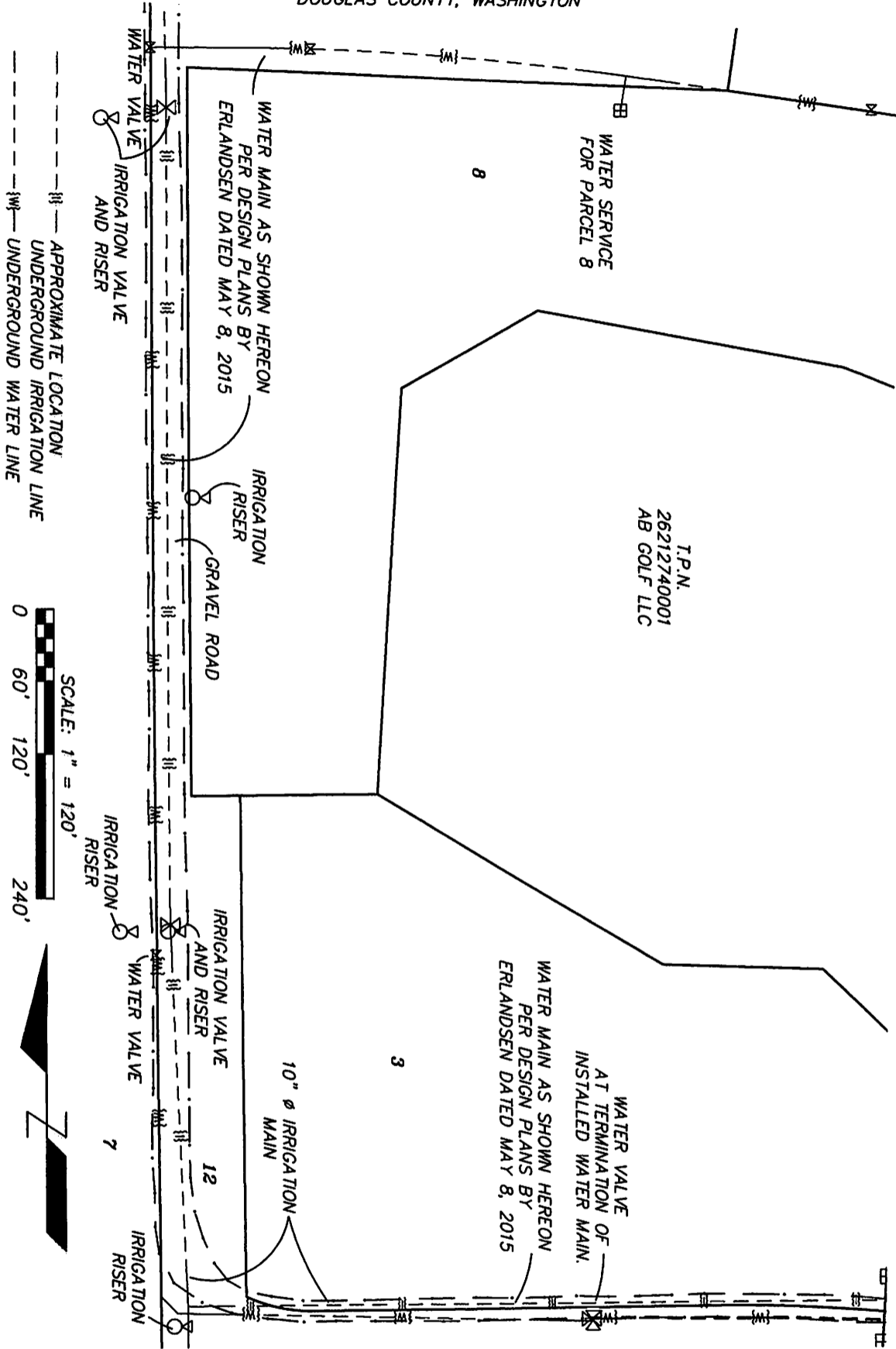
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**PARCEL AND WATERLINE EXHIBIT MAP FOR:  
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DOUGLAS COUNTY, WASHINGTON



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SHEET 4 OF 6

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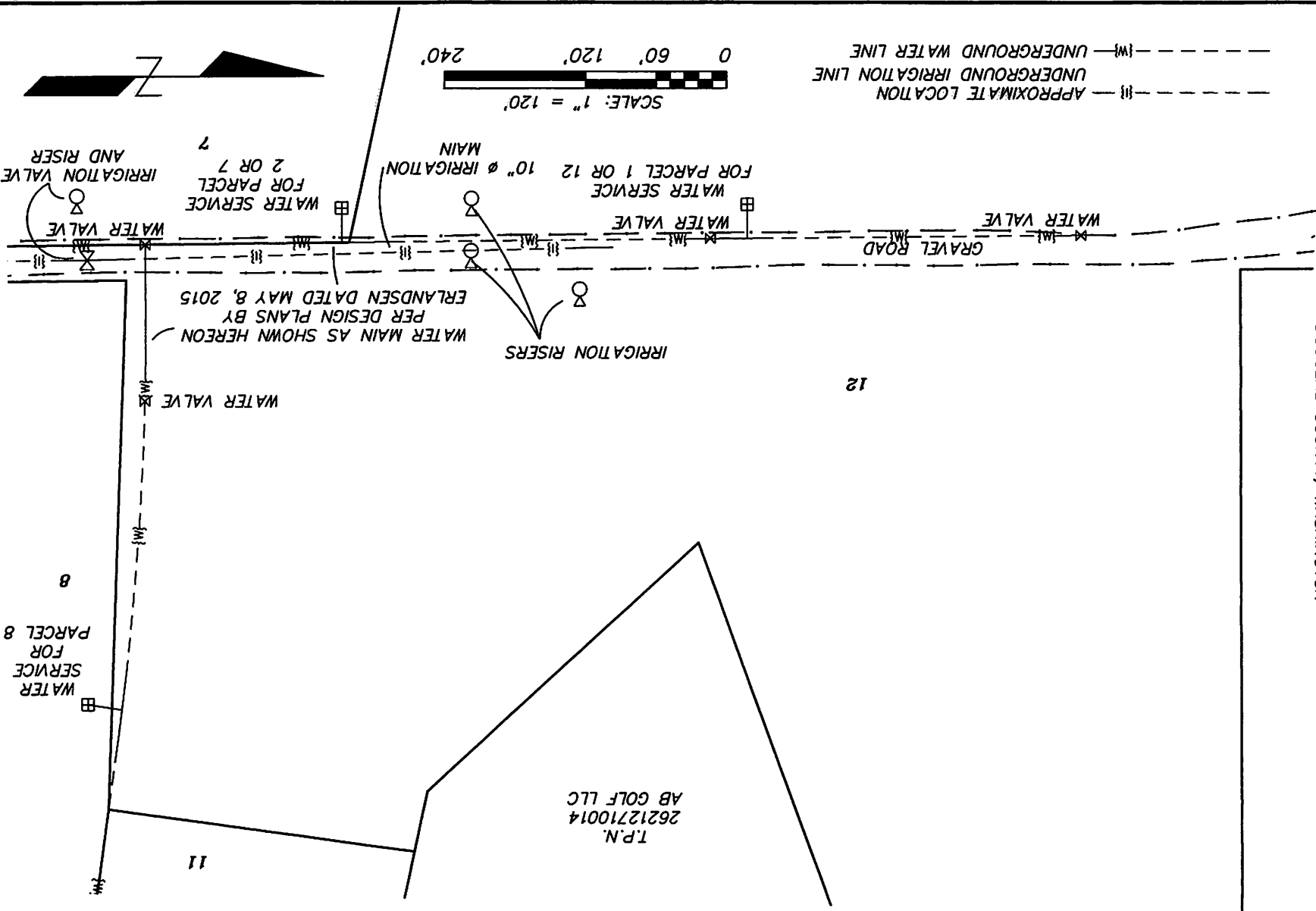
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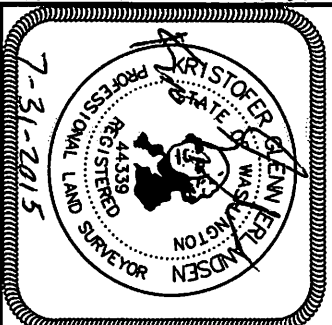
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**PARCEL AND WATERLINE EXHIBIT MAP FOR:  
JAMIE PIERRE**

A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON



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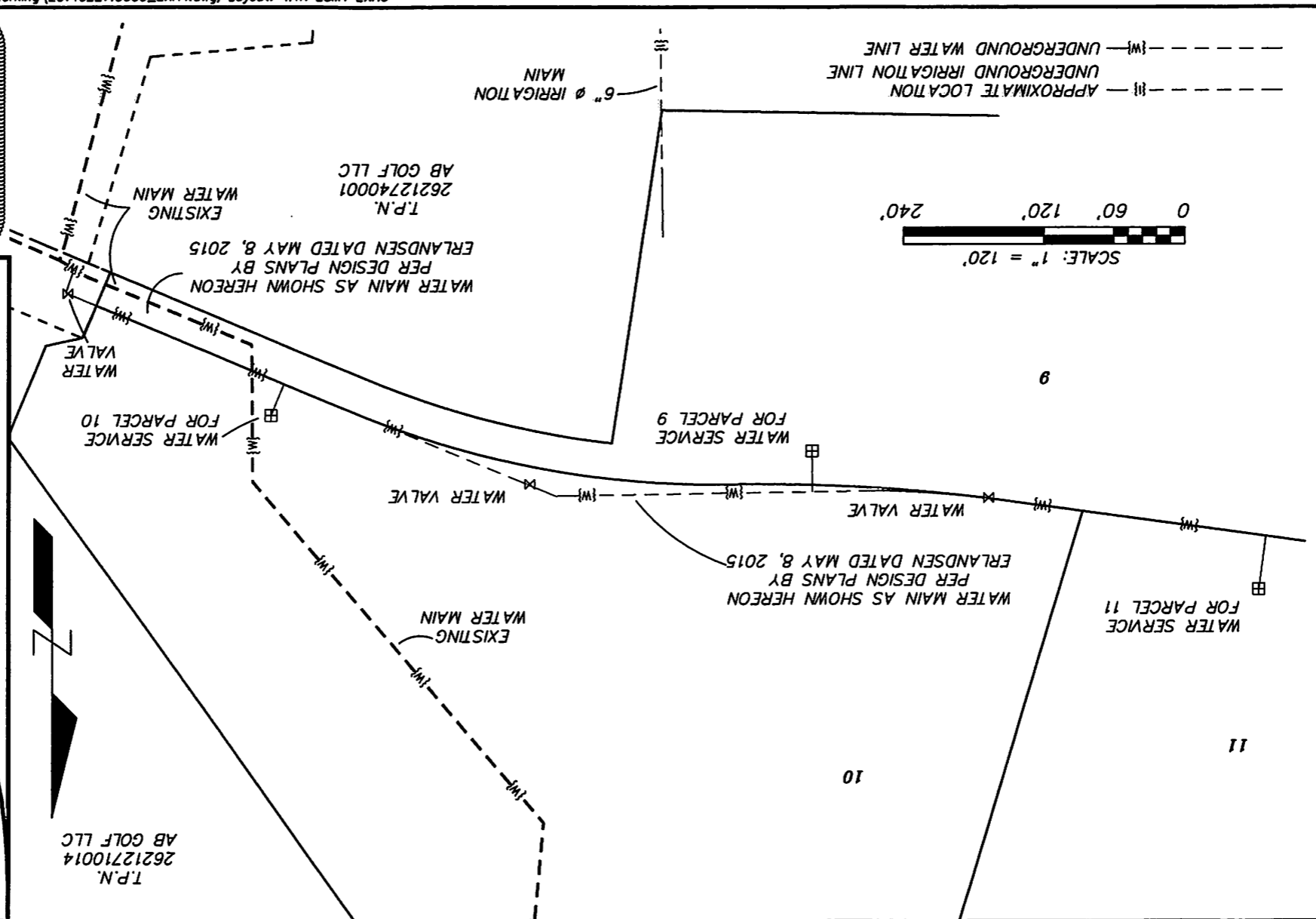
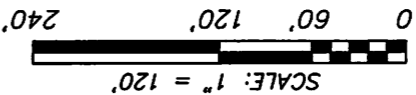
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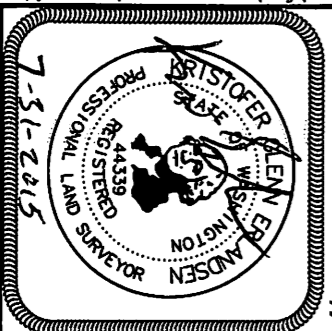
**PARCEL AND WATERLINE EXHIBIT MAP FOR:  
JAMIE PIERRE**

A PORTION OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE W.M.  
DOUGLAS COUNTY, WASHINGTON

---|--- APPROXIMATE IRRIGATION LOCATION  
 ---|w|--- UNDERGROUND IRRIGATION LINE  
 ---|w|--- UNDERGROUND WATER LINE



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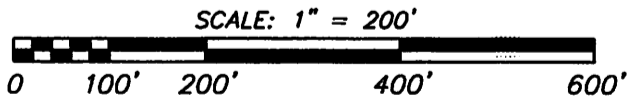
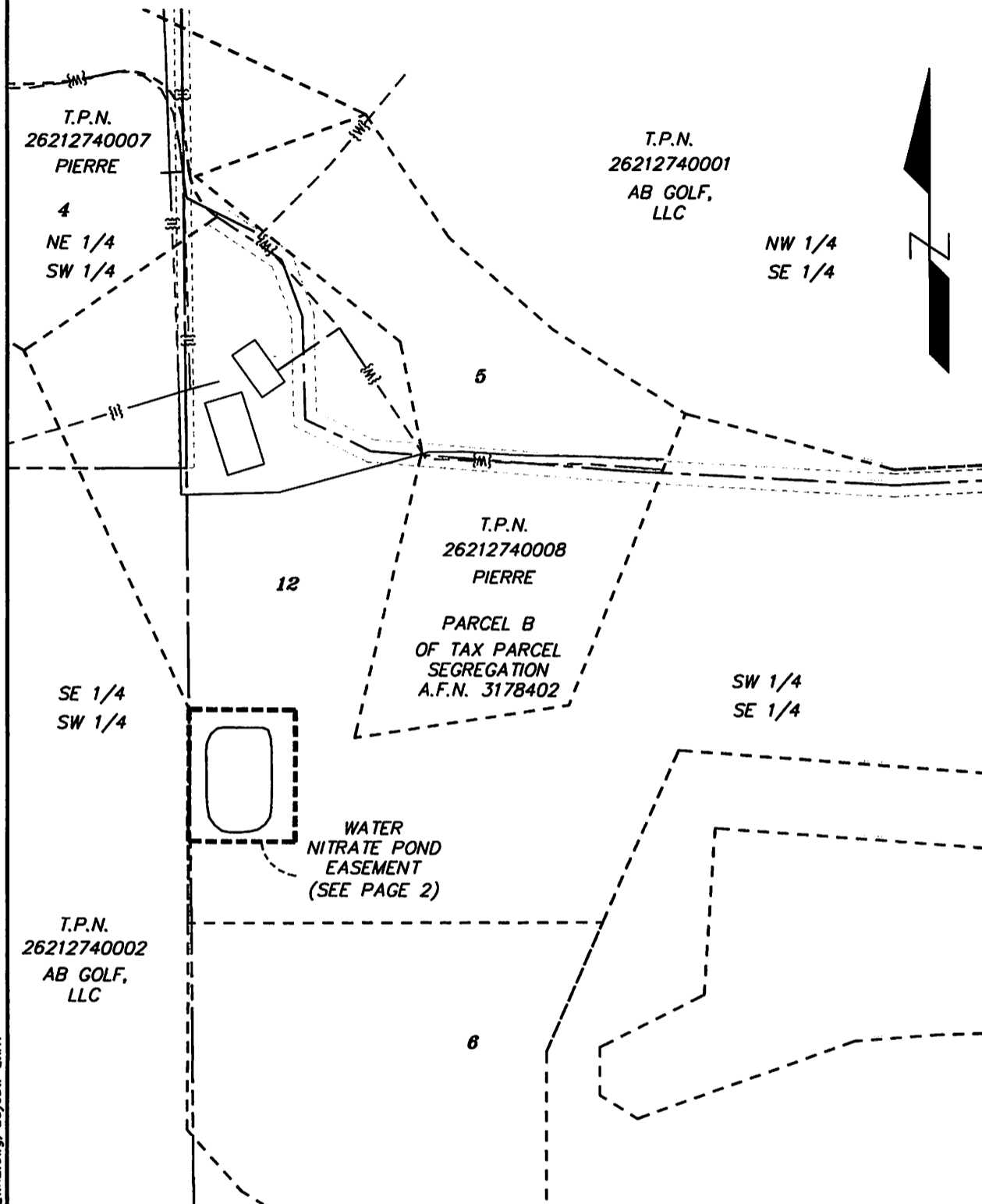
SHEET 6 OF 6

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**EXHIBIT MAP FOR:  
DESERT CANYON UTILITY COMPANY**

A PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON



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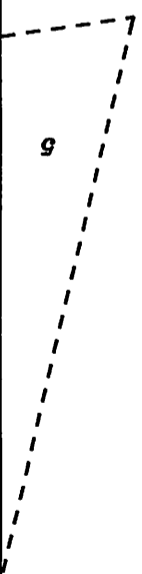
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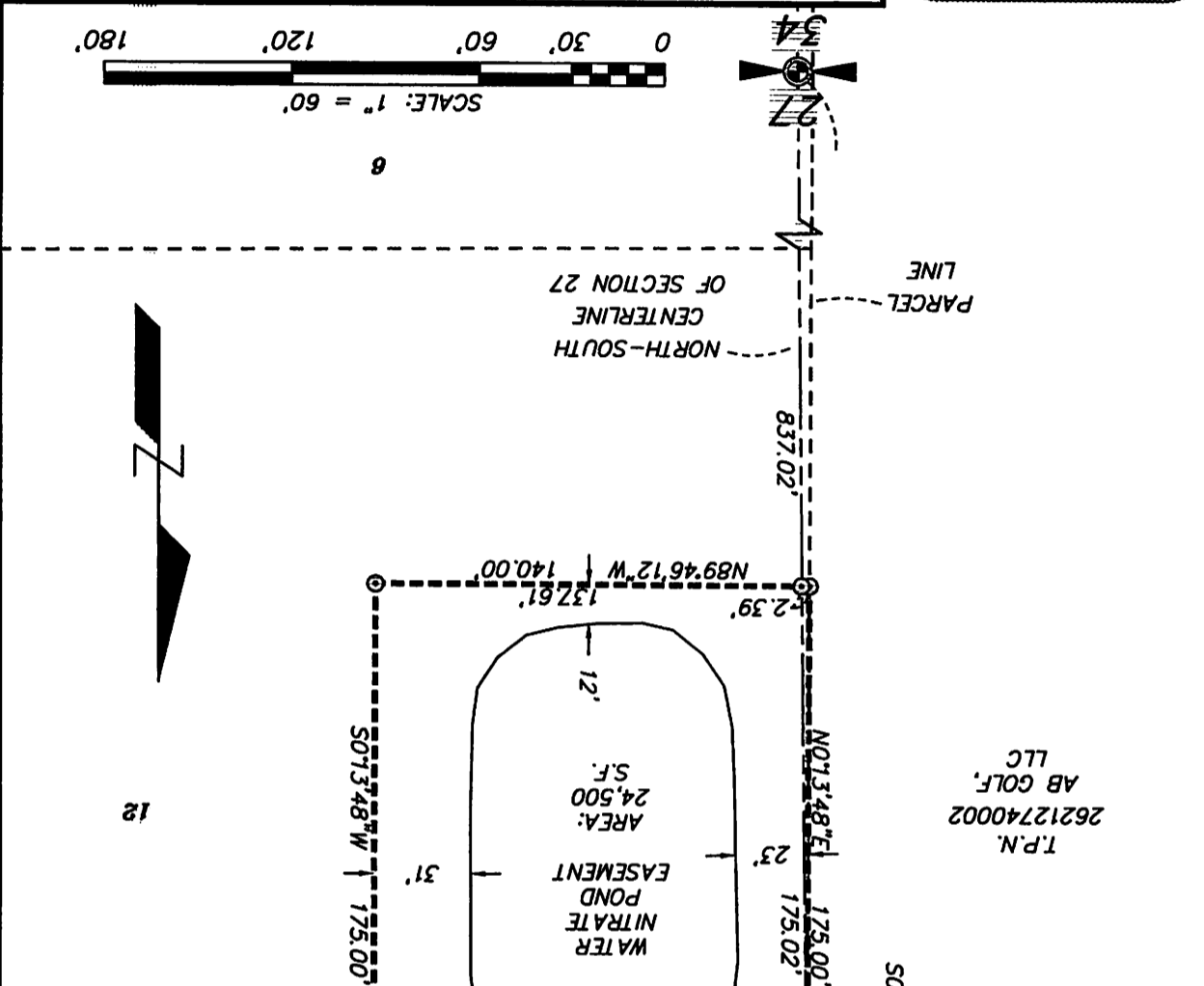
**EXHIBIT MAP FOR:  
DESERT CANYON UTILITY COMPANY**

A PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 26 NORTH, RANGE 21 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON

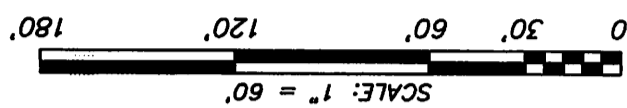
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PIERRE  
PARCEL B  
OF TAX PARCEL  
SEGREGATION  
A.F.N. 3178402



12



T.P.N. 26212740002  
AB GOLF,  
LLC



SHEET 2 OF 2

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DATE: 7/31/2015

SCALE: 1" = 60'

JOB NO: 20140256.0000



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## Exhibit B Water Nitrate Pond Easement Description

All distances and areas shown on the following described parcel of land are grid values per NAD 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain ground distances and areas multiply by a factor of 1.0000941.

An easement lying within the Southwest Quarter and the Southeast Quarter of Section 27, Township 26 North, Range 21 East of the Willamette Meridian, Douglas County, Washington, and being more particularly described as follows:

Commencing at the Center of Section 27, from which the Quarter corner common to Sections 27 and 34 bears, South  $0^{\circ}34'51''$  East, a distance of 2664.88 feet; Thence South  $0^{\circ}34'51''$  East, a distance of 1652.85 feet to the Point of Beginning.

Thence South  $89^{\circ}46'12''$  East, a distance of 140.00 feet; Thence South  $0^{\circ}13'48''$  West, a distance of 175.00 feet; Thence North  $89^{\circ}46'12''$  West, a distance of 137.61 feet to the North-South centerline of Section 27; Thence North  $89^{\circ}46'12''$  West, a distance of 2.39 feet to a point on the West line of Parcel B of the Tax Parcel Segregation filed under Auditor's File Number 3178402, records of Douglas County, Washington; Thence North  $0^{\circ}13'48''$  East, a distance of 175.00 feet to the intersection of the West line of said Parcel B and the North-South centerline of Section 27, and the Point of Beginning.

Containing 24,500 Square Feet, more or less.

Prepared by: DKG  
Checked by: CJD  
Dated: 7-31-2015

