# **BOHNER LAW OFFICE**

ATTORNEY AT LAW

A.J. Bohner, Attorney at Law Karen L. Weybright, Administrative Assistant 6061 Tonkin Drive Post Office Box 16789 Boise, Idaho 83715

Telephone: (208) 376-5595 Facsimile: (208) 376-0998

# FAX TRANSMISSION

Please deliver the following pages to:

NAME:	Terry Carlock
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DATE:	May 13, 2008
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FROM:	Karen
COMMENTS	Si
	Israel Ray of Atlanta Power Company, Inc. asked me to fax you a copy of the attached signed agreement.
Original docu	ments will:
[ ]	Follow by regular mail
[]	Follow by overnight delivery
[X]	Not be sent
If you had an	y problems receiving this FAX, please call the sender at (208) 376-5595.
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## **AGREEMENT**

COMES NOW ATLANTA POWER COMPANY, INC., an Idaho corporation, hereinafter referred to as "Atlanta," and GREENE TREE, INC., an Idaho corporation, whose address is Post Office Box 39, Atlanta, Idaho, hereinafter referred to as "Greene Tree" and agree as follows:

### WITNESS:

WHEREAS, Atlanta is in the business of providing electrical power to customers in the Atlanta, Idaho area; and

WHEREAS, Greene Tree is a customer of Atlanta; and

WHEREAS, Greene Tree is willing to prepay for electrical services in the sum of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, Atlanta is in agreement to accept the payment therefor,

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions hereinafter set forth, the parties agree as follows:

- 1. Greene Tree does hereby agree and will, upon execution of this Agreement, pay to Atlanta the sum of \$10,000.00 in prepaid electric service to be provided by Atlanta to Greene Tree from and after the execution of this Agreement.
- 2. The prepaid electric services monies shall be used to repair and restore Atlanta equipment for delivery of electric power.
- Atlanta will, on a monthly basis, credit the Greene Tree account for the value of the electricity that is provided to Greene Tree for each such month, and debit the account \$882.65 each month for a period of twelve (12) months. These monthly electric service credits represent the payment of interest and principal associated with the \$10,000.00 payment made by Greene Tree. These \$882.65 payments shall be interpreted as "level pay." If Greene Tree uses more electricity than the \$10,000.00 during the 12-month period, Greene Tree will be billed for the balance then due and owing at the end of the 12-month period. If Greene Tree has a credit balance at the end of the 12-month period, then that credit will be applied to the Greene Tree account monthly thereafter until such credit has been used in full.
- 4. Atlanta will pay annual interest at the rate of ten and three-quarters percent (10.75%) per annum.
- 5. Time is of the essence in the performance of each and every term and condition of this Agreement.

### **AGREEMENT - 1**

6. If either party seeks the services of an attorney for the enforcement of any provision herein, the prevailing party shall have the right to reimbursement of costs and reasonable attorney fees incurred therein, both as to trial and on appeal.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original, but all such counterparts shall constitute one and the same instrument.

8. This Agreement shall inure to the benefit of the respective parties, their heirs, personal representatives, assigns and successors in interest.

THIS AGREEMENT is executed this \_\_\_\_\_\_ day of March, 2008.

ATLANTA POWER COMPANY, INC.

By \_\_\_\_\_\_\_ Harval Agreement free, INC.

By \_\_\_\_\_\_\_ Alva Greene, President

STATE OF IDAHO	)	
A 4	)	SS
County of Ada	)	

On this 17 day of March, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared ISRAEL RAY, known to me to be the president of ATLANTA POWER COMPANY, INC., the corporation executing the within and foregoing instrument and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

KAREN L WEYBRIGHT Notary Public State of Idaho NOTARY PUBLIC for idaho
Residing at Soise Idaho
My Commission Expires: 0-19-12

AGREEMENT - 2

- 6. If either party seeks the services of an attorney for the enforcement of any provision herein, the prevailing party shall have the right to reimbursement of costs and reasonable attorney fees incurred therein, both as to trial and on appeal.
- 7. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original, but all such counterparts shall constitute one and the same instrument.
- This Agreement shall inure to the benefit of the respective parties, their heirs, personal representatives, assigns and successors in interest.

THIS AGREEMENT is executed this /8 day of havel, 2008.

ATLANTA POWER COMPANY, INC.

By Israel Rav
Its President

GREENE TREE, INCORPORATED

By Alva D. Greene
Its President

**AGREEMENT - 2** 

Client:823715.2

STATE OF IDAMS )  State OF IDAMS )  State Of IDAMS )  State day of Idam All And And All And And All And	that executed the instrument or the person eration, and acknowledged to me that such			
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.				
	NOTARY PUBLIC FOR IDAHO  Residing at  My Commission Expires			
STATE OF (LTH)  ) ss.  County of (LTH)  On this (day of March, 2008, before me, the undersigned, a  Notary Public in and for said State, personally appeared ALVA D. GREENE known or identified to  me (or proved to me on the oath of ALVA D. GREENE known or identified to  GREENE TREE, INCORPORATED, the corporation that executed the instrument or the person who  executed the instrument on behalf of said corporation, and acknowledged to me that such  corporation executed the same.				
IN WITNESS WHEREOF, I have he seal the day and year in this certificate first above very the seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal the day and year in this certificate first above very seal that the day of the day of the day and year in this certificate first above very seal that the day of the day	NOTARY PUBLIC FOR UTA H Residing at 3214 N. Univ. Asc. My Commission Expires 5 12408			

AGREEMENT - 3

Client:823715.2