

**FIRST RESTATED INTERLOCAL COOPERATION AGREEMENT
NORTHWEST OPEN ACCESS NETWORK**

The parties named below (each, a "Member" or "party," and collectively, the "Members" or "parties") hereby enter into this Interlocal Cooperation Agreement (this "Agreement") pursuant to Revised Code of Washington ("RCW") 39.34.030, which supersedes the original Interlocal Cooperation Agreement to form Northwest Open Access Network ("NoaNet"), adopted in January 2000, and all subsequent amendments thereto.

1. PARTIES. The parties are as follows:

Public Utility District No. 1 of Benton County
Public Utility District No. 1 of Clallam County
Public Utility District No. 1 of Franklin County
Public Utility District No. 1 of Jefferson County
Public Utility District No. 1 of Kitsap County
Public Utility District No. 3 of Mason County
Public Utility District No. 1 of Okanogan County
Public Utility District No. 2 of Pacific County
Public Utility District No. 1 of Pend Oreille County
The Spokane Regional Broadband Development Authority ("Broadline")

Each of the parties is a "public agency" as defined by RCW 39.34.020, and they enter into this Agreement and mutually promise and agree to the terms and conditions described herein.

2. PURPOSES. The purpose of this Agreement is to create a Washington nonprofit mutual corporation in accordance with RCW 39.34.030, which corporation shall be a non-stock corporation, the members of which are all public agencies within the meaning of RCW 39.34.020, and such corporation to have the following purposes:

a. To participate in the development and efficient use of a broadband network owned, acquired, licensed, leased, or used by the Corporation for use by the Members, and to expand public access to affordable high speed broadband as provided by law;

b. To assist the Members, including those in rural areas, in adapting high speed information technology systems to their needs;

c. To share resources to provide cost-effective high speed broadband facilities and other services for use by the Members of this corporation on an at-cost basis to those who make their networks available to all providers and users (i.e., who provide open access);

d. To share resources to provide cost-effective wholesale and retail broadband services to others as provided by law, denying such access only due to a provider's or end user's activity in connection with the use of the network that is prohibited by law or for failure to pay any compensation due for such access;

e. Through use of such network, improve the Members' ability to maximize the productivity of their assets and continue to provide efficient and economical service to customers

including but not limited to making excess network capacity available to other parties where network capacity has been acquired in light of the Members' present and reasonably anticipated future needs;

f. To do any and all lawful activities that may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be natural persons or organizations of any kind or nature, such as corporations, municipal corporations, firms, partnerships, limited liability companies, all purpose entities (as and if such form of enterprise is available under applicable law), associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies; and

g. To engage in any lawful activity for which a nonprofit mutual corporation may be organized under the Nonprofit Miscellaneous and Mutual Corporation Act and as otherwise permitted by law.

3. ORGANIZATION.

a. The efforts contemplated by the parties to carry out the purposes of this Agreement shall be undertaken by the formation of a Washington nonprofit mutual corporation (the "corporation") pursuant to the provisions of Chapter 24.06 RCW and as contemplated by RCW 39.34.030(3)(b). The Articles of Incorporation and Bylaws of such nonprofit mutual corporation (referred to herein respectively as the "Articles of Incorporation" and the "Bylaws," and together as the "Charter Documents") were previously adopted, with the Bylaws last amended September 10, 2025, and the current effective version of the Articles of Incorporation being the First Restated Articles of Incorporation filed with the Secretary of State on July 26, 2024, as amended September 10, 2025. The Charter Documents are subject to further amendment as provided therein and/or by applicable law. Capitalized terms used herein not otherwise defined herein shall have the meanings given them in the Charter Documents.

b. Article III of the Articles of Incorporation may not be amended to effect a material change to the purposes for which the corporation is to be formed without a prior identical amendment to Section 2 of this Agreement.

4. FINANCING; BUDGET. It is anticipated that the activities of the corporation will be financed by operating revenues and from the proceeds of loans borrowed from commercial lenders or other sources which may require guarantees from the Members. The Members agree to provide such guarantees in the form or forms approved by the Board of Directors as provided in and subject to the provisions of the Charter Documents. Funds provided by other persons for the formation and organization expenses, initial operating expenses and equipment, facilities and similar requirements of the corporation shall be repaid from the proceeds of such loans. The officers of the corporation shall prepare periodic budgets, which budgets shall be presented to and subject to ratification by the Board of Directors.

5. NEW MEMBERS. New Members may be added in accordance with the Charter Documents, provided that each such new Member shall execute a counterpart of this Agreement.

6. EFFECTIVENESS; DURATION.

a. This Agreement shall become effective and commence upon its execution by each of the parties, and the filing or public posting of this Agreement as required by law.

b. This Agreement shall remain in full force and effect until such time as the corporation dissolves and is wound up pursuant to the Charter Documents and applicable law, provided that any Member may withdraw from this Agreement at any time by complying with the provisions of the Charter Documents with regard to withdrawal.

7. TERMINATION; DISPOSITION OF PROPERTY. This Agreement may not be terminated except as provided in Section 6 above. This Agreement shall terminate with respect to any Member upon termination of that Member's membership in the corporation in accordance with and subject to the applicable provisions of the Charter Documents. Distributions of property of the corporation to Members prior to dissolution and winding up of the corporation shall be made in accordance with the applicable provisions of the Charter Documents and applicable law. Upon dissolution and winding up of the corporation, and termination of this Agreement with respect to all the parties, any property of the corporation remaining after satisfaction of the requirements of applicable law, shall be distributed to the Members in accordance with the provisions of the Charter Documents. Notwithstanding any other provision of this Agreement, no part of the earnings of this corporation may accrue to the benefit of any private person or corporation, but only to the Members.

8. MODIFICATION. This Agreement may only be modified or amended by written amendment and modification approved by each of the parties.

9. DISPUTE RESOLUTION: ATTORNEYS' FEES AND COSTS. The parties shall execute their rights and discharge their duties as set forth in this Agreement in good faith with the objective of acting to achieve the efficient and cost-effective operation of the network. The parties shall attempt to resolve any disputes arising from the terms of this Agreement. In the event of a dispute, the parties' designees shall consult and exercise reasonable efforts to arrive at an amicable resolution of the dispute. Failing that, in any suit, action or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the party prevailing in such suit, action or proceeding shall be paid all of its reasonable attorneys' fees and costs, including on any appeal, by the losing party or parties. If there is no prevailing party, the parties to the dispute shall each bear their own attorneys' fees and costs.

10. PRIOR AGREEMENTS. This document embodies the entire Agreement among the Members. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the Members relating to the subject matter of this Agreement.

11. SEVERABILITY. If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

12. COUNTERPARTS. For the convenience of the Members this Agreement may be executed in counterparts, and each shall be considered an original when the signature of each party has been obtained.

13. GOVERNING LAW. This Agreement shall be governed and interpreted under the laws of the State of Washington.

14. JURISDICTION, VENUE, AND LIMITED WAIVER OF IMMUNITY. For any dispute which does not involve an Indian tribe or tribal entity (“Tribal Participant”) as a named party, the parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement, the Charter Documents, and the obligations required by the Charter Documents. For example, the Charter Documents may obligate the Members to make future financial guarantees. The venue of any such lawsuit shall be King County, Washington, unless otherwise agreed by the parties.

For any dispute which involves a Tribal Participant as a named party, the parties consent to the personal and subject matter jurisdiction of the United States District Court for the Eastern District of Washington with respect to any action arising from or relating to this Agreement, the Charter Documents, or obligations required by the Charter Documents, and the venue of any such action shall be in the same court, unless otherwise agreed by the parties. If, despite this consent, the federal court dismisses the matter on the court’s own motion for lack of jurisdiction, then the parties consent to jurisdiction and venue being proper in King County Superior Court. The Tribal Participant expressly and irrevocably waives its sovereign immunity from suit, and waives any requirement for exhaustion of tribal remedies and jurisdiction in the tribal court of the Tribal Participant, for the sole and limited purpose of any action arising from or relating to this Agreement, the Charter Documents, and the obligations required by the Charter Documents, including any action to interpret, enforce, or challenge this Agreement, the Charter Documents, the resolutions or actions of the NoaNet Board of Directors or Member Representatives, and any agreement to provide a loan, contribution, guarantee, or indemnification that is contemplated by the Charter Documents, and further including the enforcement of a judgment resulting from such action. The waiver is limited to actions that may be brought by NoaNet and/or any NoaNet’s current Members (including Tribal Participants) as of the date the suit is commenced, and shall not apply to any third-parties. This waiver does not apply to any other agreement between NoaNet and the Tribal Participant(s), which may have differing terms with respect to immunity and dispute resolution.

[signature pages and any endorsements follow]

IN WITNESS WHEREOF the Members hereto have executed this Amendment to the Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

Signed by:
By  Date: 3/17/2026
3A4D20317A2E416...
Rick Dunn, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

DocuSigned by:
By  Date: 3/17/2026
63B0C26AEA9C4B8...
Sean Worthington, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

Signed by:
By  Date: 3/17/2026
F66E23CE55AA460
Victor Fuentes, General Manager

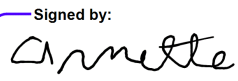
PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

Signed by:
By  Date: 3/19/2026
1F13A41BC4394A8...
Joseph Wilson, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP COUNTY

Signed by:
By  Date: 3/17/2026
4E80D36A96A34EF...
Angela Bennink, General Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

Signed by:
By  Date: 3/18/2026
0C0977DA27D24D0
Annette Creekpaum, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

Signed by:
By  Date: 3/18/2026
C8496F370BD5400...
Randy Bird, General Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

Signed by:
By Chris Forrest Date: 3/25/2026
33585B684798458...
Chris Forrest, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY

DocuSigned by:
By Chris Jones Date: 3/17/2026
C5C7888E72E74CA...
Chris Jones, General Manager

THE SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY

DocuSigned by:
By Ariane Schmidt Date: 3/25/2026
6189B0EED4B44C1...
Ariane Schmidt, Executive Director

**AMEMDMENT TO
INTERLOCAL COOPERATION AGREEMENT
NORTHWEST OPEN ACCESS NETWORK**

During January 2000, certain entities entered into an Interlocal Cooperation Agreement (the "Agreement") pursuant to the provisions of RCW 39.34.030. A copy of the Agreement (all attachments thereto) is attached hereto, which identifies the entities that entered into the Agreement at that time.

Capitalized terms that are used herein, and the term "corporation," shall have the same meanings given them in the Agreement.

Pursuant to the provisions of the Charter Documents, some original Members withdrew from membership in the corporation, and other entities were approved as new Members of the corporation. The undersigned parties consist of all current Members of the corporation.

The Members desire to amend and update the stated purposes of the corporation contained in Article III of the Articles of Incorporation. In order to do so, Section 3(c) of the Agreement requires the Members make an identical amendment to Section 2 of the Agreement.

Now, therefore, in consideration of the mutual benefits each Member receives from membership in the corporation, and other valuable consideration, receipt of which is hereby acknowledged, each of the undersigned Members agrees to amend Section 2 of the Agreement, by replacing and superseding the Section 2 with the following:

2. PURPOSES. The purpose of this Agreement is to create a Washington nonprofit mutual corporation in accordance with RCW 39.34.030, which corporation shall be a non-stock corporation, the members of which are all public agencies within the meaning of RCW 39.34.020, and such corporation to have the following purposes:

a. To participate in the development and efficient use of a broadband network owned, acquired, licensed, leased, or used by the Corporation for use by the Members, and to expand public access to affordable high speed broadband as provided by law;

b. To assist the Members, including those in rural areas, in adapting high speed information technology systems to their needs;

c. To share resources to provide cost-effective high speed broadband facilities and other services for use by the Members of this corporation on an at cost basis to those who make their networks available to all providers and users (i.e., who provide open access);

d. To share resources to provide cost-effective wholesale and retail broadband services to others as provided by law, denying such access only due to a provider's or end user's activity in connection with the use of the network that is prohibited by law or for failure to pay any compensation due for such access;

e. Through use of such network, improve the Members' ability to maximize the productivity of their assets and continue to provide efficient and economical service to

customers, including but not limited to making excess network capacity available to other parties where network capacity has been acquired in light of the Members' present and reasonably anticipated future needs;

f. To do any and all lawful activities that may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be natural persons or organizations of any kind or nature, such as corporations, municipal corporations, firms, partnerships, limited liability companies, all purpose entities (as and if such form of enterprise is available under applicable law), associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies; and

g. To engage in any lawful activity for which a nonprofit mutual corporation may be organized under the Nonprofit Miscellaneous and Mutual Corporation Act and as otherwise permitted by law.

(signatures on following page)

IN WITNESS WHEREOF the Members hereto have executed this Amendment to the Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

Signed by: *Rick Dunn*
By 3A4D20317A2E416... Date: 9/22/2025
Rick Dunn, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

DocuSigned by: *Sean Worthington*
By 63B0C26AEA9C4B8... Date: 9/22/2025
Sean Worthington, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

Signed by: *Victor Fuentes*
By F66F29CE55AA460... Date: 9/23/2025
Victor Fuentes, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

Signed by: *Joseph Wilson*
By 1E13A41BC4394A8... Date: 9/19/2025
Joseph Wilson, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP COUNTY

Signed by: *Angela E. Bennink*
By 4F80D36A96A34EF... Date: 9/18/2025
Angela Bennink, General Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

Signed by: *Annette Creekpau*
By 0C0977DA27D24D0... Date: 9/20/2025
Annette Creekpau, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

Signed by: *RSB*
By FA94C3867C4D460... Date: 9/22/2025
Randy Bird, General Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

Signed by:
By  _____ Date: 10/7/2025
1DAECD2ABB7A404...
Marc Wilson, General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY

DocuSigned by:
By  _____ Date: 9/25/2025
C5C7888F72F74CA...
Chris Jones, General Manager

INTERLOCAL COOPERATION AGREEMENT NORTHWEST OPEN ACCESS NETWORK

The parties named below (each, a "Member" or "party," and collectively, the "Members" or "parties") hereby enter into this Interlocal Cooperation Agreement (this "Agreement") pursuant to Revised Code of Washington ("RCW") 39.34.030.

1. PARTIES. The parties are as follows:

Public Utility District No. 1 of Benton County
Public Utility District No. 1 of Chelan County
Public Utility District No. 1 of Clallam County
Public Utility District No. 1 of Douglas County
Public Utility District No. 1 of Ferry County
Public Utility District No. 1 of Franklin County
Public Utility District No. 2 of Grant County
Public Utility District No. 1 of Kittitas County
Public Utility District No. 1 of Lewis County
Public Utility District No. 3 of Mason County
Public Utility District No. 1 of Okanogan County
Public Utility District No. 2 of Pacific County
Public Utility District No. 1 of Skamania County
Public Utility District No. 1 of Whatcom County
Energy Northwest

Each of the public utility districts is established and operated pursuant to RCW 54. Energy Northwest is a joint operating agency established and operated pursuant to RCW 43.52. Each of the parties is a "public agency" as defined by RCW 39.34.020, and they enter into this Agreement and mutually promise and agree to the terms and conditions described herein.

2. PURPOSES. The purpose of this Agreement is to create a Washington nonprofit mutual corporation in accordance with RCW 39.34.030, which corporation shall be a non-stock corporation, the members of which are all public agencies within the meaning of RCW 39.34.020, and such corporation to have the following purposes:

a. To assist in the efficient management of load, conservation, and acquisition of electrical energy, and other utility purposes, by participating in the development and efficient use of a communications network licensed or leased from or shared with the Bonneville Power Administration and/or any other source, or otherwise owned, acquired or used by the corporation for use by the Members and others as provided by law;

b. To assist the Members, including those in rural areas, in adapting high speed information technology systems to their needs;

c. Allow the sharing of resources to provide cost-effective high technology communications facilities and other services for use by the Members to this Agreement on an at-cost basis to those who make their networks available to all providers and users (i.e., who provide open access), and by others as provided by law, denying such access only due to a provider's or user's activity in connection with the use of the network that is prohibited by law or for failure to pay any compensation due for such access;

d. Through use of such network, improve the Members' ability to maximize the productivity of their assets and continue to provide efficient and economical service to customers including but not limited to making excess network capacity available to other parties where network capacity has been acquired in light of the Members' present and reasonably anticipated future needs;

e. To do any and all lawful activities that may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be natural persons or organizations of any kind or nature, such as corporations, municipal corporations, firms, partnerships, limited liability companies, all purpose entities (as and if such form of enterprise is available under applicable law), associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies; and

f. To engage in any lawful activity for which a nonprofit mutual corporation may be organized under the Nonprofit Miscellaneous and Mutual Corporation Act and as otherwise permitted by law.

3. ORGANIZATION.

a. The efforts contemplated by the parties to carry out the purposes of this Agreement shall be undertaken by the formation of a Washington nonprofit mutual corporation (the "corporation") pursuant to the provisions of Chapter 24.06 RCW and as contemplated by RCW 39.34.030(3)(b). The Articles of Incorporation and Bylaws of such nonprofit mutual corporation (referred to herein respectively as the "Articles of Incorporation" and the "Bylaws," and together as the "Charter Documents") shall be in the form of that attached hereto and incorporated herein by this reference, subject to change to reflect different composition of the initial Board of Directors, as provided in paragraph b below, and subject to amendment as provided therein and/or by applicable law. Capitalized terms used herein not otherwise defined herein shall have the meanings given them in the Charter Documents.

b. Article V of the Articles of Incorporation specifies the seven members of the initial Board of Directors, each of whom is an employee of an entity which is listed as a party to this Agreement. If any such entity does not execute this Agreement by January 31, 2000, that entity's employee shall not be a member of the initial Board of Directors, and his or her replacement shall be selected by a majority vote of the Management Committee established by the Washington Public Utility Districts' Association for the Joint Internet Project. Such

replacements for persons specified as members of the initial Board of Directors must be employees of an entity that signed this Agreement by January 31, 2000 other than any entity which already has an employee on the initial Board of Directors.

c. Article III of the Articles of Incorporation may not be amended to effect a material change to the purposes for which the corporation is to be formed without a prior identical amendment to Section 2 of this Agreement.

4. FINANCING; BUDGET. It is anticipated that the activities of the corporation will be financed by operating revenues and from the proceeds of loans borrowed from commercial lenders or other sources which may require guarantees from the Members. The Members agree to provide such guarantees (and new Members shall agree to provide such guarantees, or indemnities, with regard thereto) in the form or forms approved by the Board of Directors as provided in and subject to the provisions of the Charter Documents. Funds provided by other persons for the formation and organization expenses, initial operating expenses and equipment, facilities and similar requirements of the corporation shall be repaid from the proceeds of such loans. The officers of the corporation shall prepare periodic budgets, which budgets shall be presented to and subject to ratification by the Board of Directors.

5. NEW MEMBERS. New Members may be added in accordance with the Charter Documents, provided that each such new Member shall execute a counterpart of this Agreement.

6. EFFECTIVENESS; DURATION.

a. This Agreement shall become effective and commence upon its execution by parties which are designated on Schedule A to the Bylaws as holding Percentage Interests of at least 75% in the aggregate (which must occur not later than January 31, 2000) and the filing of this Agreement as required by law. Subject to the foregoing sentence, the parties executing this Agreement by January 31, 2000 hereby consent to an adjustment increasing the percentages and amounts in Schedule A to the Bylaws on a pro-rata basis (i.e., each such executing party's adjustment to be proportional to its share of the Percentage Interests specified for all such executing parties) for the purpose of allocating among such executing parties the percentages and amounts of any entity designated as a party which has not executed this Agreement by January 31, 2000. An entity designated as a party which has not signed this Agreement by January 31, 2000 may thereafter apply to become a Member of the corporation as provided in the Charter Documents.

b. This Agreement shall remain in full force and effect until such time as the corporation dissolves and is wound up pursuant to the Charter Documents and applicable law, provided that any Member may withdraw from this Agreement at any time by complying with the provisions of the Charter Documents with regard to withdrawal.

7. TERMINATION; DISPOSITION OF PROPERTY. This Agreement may not be terminated except as provided in Section 6 above. This Agreement shall terminate with respect to any Member upon termination of that Member's membership in the corporation in accordance with and subject to the applicable provisions of the Charter Documents. Distributions of property of the corporation to Members prior to dissolution and winding up of the corporation

shall be made in accordance with the applicable provisions of the Charter Documents and applicable law. Upon dissolution and winding up of the corporation, and termination of this Agreement with respect to all the parties, any property of the corporation remaining after satisfaction of the requirements of applicable law, shall be distributed to the Members in accordance with the provisions of the Charter Documents. Notwithstanding any other provision of this Agreement, no part of the earnings of this corporation may accrue to the benefit of any private person or corporation, but only to the Members.

8. MODIFICATION. This Agreement may only be modified or amended by written amendment and modification approved by each of the parties.

9. DISPUTE RESOLUTION; ATTORNEYS' FEES AND COSTS. The parties shall execute their rights and discharge their duties as set forth in this Agreement in good faith with the objective of acting to achieve the efficient and cost-effective operation of the network. The parties shall attempt to resolve any disputes arising from the terms of this Agreement. In the event of a dispute, the parties' designees shall consult and exercise reasonable efforts to arrive at an amicable resolution of the dispute. Failing that, in any suit, action or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the party prevailing in such suit, action or proceeding shall be paid all of its reasonable attorneys' fees and costs, including on any appeal, by the losing party or parties. If there is no prevailing party, the parties to the dispute shall each bear their own attorneys' fees and costs.

10. PRIOR AGREEMENTS. This document embodies the entire Agreement among the Members. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the Members relating to the subject matter of this Agreement.

11. SEVERABILITY. If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

12. COUNTERPARTS. For the convenience of the Members this Agreement may be executed in counterparts, and each shall be considered an original when the signature of each party has been obtained.

13. GOVERNING LAW. This Agreement shall be governed and interpreted under the laws of the State of Washington.

14. JURISDICTION; VENUE. The parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement. The venue of any such lawsuit shall be King County, Washington unless otherwise agreed by the parties.

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

By James W Sanders
Manager

Date: January 24, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

By _____
Manager/Chief Executive Officer

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

By _____
Manager

Date: January __, 2000

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

Date: January __, 2000

By  _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

Date: January __, 2000

By _____
Manager

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

Date: January __, 2000

By _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

Date: January 19, 2000

By Michael McJames
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

Date: January __, 2000

By _____
Manager

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

Date: January __, 2000

By _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY

Date: January 11, 2000

By W C Cobbin
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

Date: January __, 2000

By _____
Manager

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

Date: January __, 2000

By _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

Date: January 28, 2000

By  _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

Date: January __, 2000

By _____
Manager

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

Date: January __, 2000

By _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY

Date: January __, 2000

By _____
Manager


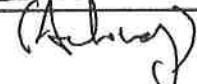
PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

Date: January 31, 2000

By  _____
Manager 

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS
COUNTY

By George F. Harmon
Manager

Date: January 31, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY

By _____
Manager

Date: January ___, 2000

ENERGY NORTHWEST

By _____
Chief Executive Officer

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

Date: January 24, 2000

By Walter J. Muller
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

Date: January __, 2000

By _____
Manager

ENERGY NORTHWEST

Date: January __, 2000

By _____
Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

Date: January 26, 2000

By Edwin E. Blakemore
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

Date: January __, 2000

By _____
Manager

ENERGY NORTHWEST

Date: January __, 2000

By _____
Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF KITTTAS COUNTY

Date: January ____, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

Date: January ____, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

Date: January ____, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

Date: January 15, 2000

By *Harlan Warren*
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

Date: January ____, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY

Date: January ____, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

Date: January ____, 2000

By _____
Manager

ENERGY NORTHWEST

Date: January ____, 2000

By _____
Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS
COUNTY

Date: January ____, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

Date: January ____, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

Date: January ____, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN
COUNTY

Date: January ____, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

Date: January 21, 2000

By *Douglas L. Miller*
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA
COUNTY

Date: January ____, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY

Date: January ____, 2000

By _____
Manager

ENERGY NORTHWEST

Date: January ____, 2000

By _____
Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

Date: January __, 2000

By _____
Manager


PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY

Date: January 18, 2000

By  _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

Date: January __, 2000

By _____
Manager

ENERGY NORTHWEST

Date: January __, 2000

By _____
Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

By Tom Anderson
Manager

Date: January 25, 2000

ENERGY NORTHWEST

By _____
Chief Executive Officer

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

Date: January __, 2000

By _____
Manager

ENERGY NORTHWEST

By _____
Chief Executive Officer

Date: January 27, 2000

**ENDORSEMENT TO
INTERLOCAL COOPERATION AGREEMENT
NORTHWEST OPEN ACCESS NETWORK**

During January 2000, certain entities entered into a Interlocal Cooperation Agreement (the "Agreement") pursuant to the provisions of RCW 39.34.030. A copy of the Agreement (with all attachments thereto) is attached hereto, which identifies the entities that entered into the Agreement at that time.

Capitalized terms that are used herein, and the term "corporation," shall have the same meanings given them in the Agreement.

Pursuant to the provisions of the Charter Documents, the undersigned have been approved as new Members of the corporation. One condition to admission as a Member is the execution of a counterpart of the Agreement.

Now, therefore, in consideration of its admission as a Member of the corporation and other valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agrees as follows:

1. REPRESENTATIONS AND WARRANTIES.

Each of the undersigned hereby represents and warrants to the corporation and each of its Members that (a) it is fully familiar with the terms and provisions of the Agreement and the Charter Documents, and (b) its admission to membership and the execution and delivery of this Endorsement on its behalf by the undersigned representative thereof have been duly authorized by its Board of Commissioners.

2. AGREEMENT.

Each of the undersigned hereby agrees to be bound by all of the terms and conditions of the Agreement, and by signing this Endorsement agrees that immediately upon issuance of a Membership Certificate to it, it shall be a Member of the corporation, subject to all of the provisions of the Charter Documents, as amended to date, which amendments are attached hereto. The District acknowledges that the percentage interests of Members reflected in certain of the above-referenced documents are based upon potential admission of four new Members, and that if fewer than all four actually become Members, the percentage interest of any of the four prospective new Members not becoming a Member will be reallocated proportionally among all other Members, including the District and any other new Members.



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Page: 4 of 65
05/24/2000 09:32A
Kitsap Co, WA

3. RECORDING.

Each of the undersigned covenants that it will record an original counterpart of this Endorsement (with attachments) in the office of the Auditor of the county in which its principal office is located.

4. COUNTERPART SIGNATURES.

This Endorsement may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Endorsement on the dates noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1
OF JEFFERSON COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KITSAP COUNTY

By *Don R. Liburg*
Manager

Date: May 23, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KLICKITAT COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF PEND OREILLE COUNTY

By _____
Manager

Date: May ____, 2000



3256099
Page: 5 of 65
05/24/2000 09:32A
Kitsap Co, WA

3. RECORDING.

Each of the undersigned covenants that it will record an original counterpart of this Endorsement (with attachments) in the office of the Auditor of the county in which its principal office is located.

4. COUNTERPART SIGNATURES.

This Endorsement may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Endorsement on the dates noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1
OF JEFFERSON COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KITSAP COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KLICKITAT COUNTY

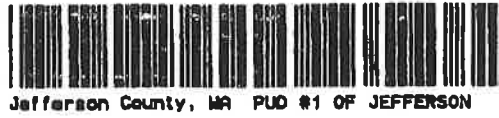
By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF PEND OREILLE COUNTY

By Samy Weiss
Manager

Date: May 11, 2000



434561

Page: 3 of 63
05/15/2000 11:16A
AGR 70.00

3. RECORDING.

Each of the undersigned covenants that it will record an original counterpart of this Endorsement (with attachments) in the office of the Auditor of the county in which its principal office is located.

4. COUNTERPART SIGNATURES.

This Endorsement may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Endorsement on the dates noted adjacent to the signatures hereto.

NOT ORIGINAL SIGNATURES

PUBLIC UTILITY DISTRICT NO. 1
OF JEFFERSON COUNTY

By [Signature]
Manager

Date: May 17th, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KITSAP COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KLICKITAT COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF PEND OREILLE COUNTY

By _____
Manager

Date: May ____, 2000

**ENDORSEMENT TO
INTERLOCAL COOPERATION AGREEMENT
NORTHWEST OPEN ACCESS NETWORK**

During January 2000, certain entities entered into a Interlocal Cooperation Agreement (the "Agreement") pursuant to the provisions of RCW 39.34.030. A copy of the Agreement (with all attachments thereto) is attached hereto, which identifies the entities that entered into the Agreement at that time. Subsequently, Public Utility District Nos. 1 of Jefferson, Kitsap, and Pend Oreille Counties executed the necessary documents and were admitted as Members of the corporation.

Capitalized terms that are used herein, and the term "corporation," shall have the same meanings given them in the Agreement.

Pursuant to the provisions of the Charter Documents, the undersigned has been approved as a new Member of the corporation. One condition to admission as a Member is the execution of a counterpart of the Agreement.

Now, therefore, in consideration of its admission as a Member of the corporation and other valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agrees as follows:

1. REPRESENTATIONS AND WARRANTIES.

The undersigned hereby represents and warrants to the corporation and each of its Members that (a) it is fully familiar with the terms and provisions of the Agreement and the Charter Documents, and (b) its admission to membership and the execution and delivery of this Endorsement on its behalf by the undersigned representative thereof have been duly authorized by its Board of Commissioners.

2. AGREEMENT.

The undersigned hereby agrees to be bound by all of the terms and conditions of the Agreement, and by signing this Endorsement agrees that immediately upon issuance of a Membership Certificate to it, it shall be a Member of the corporation, subject to all of the provisions of the Charter Documents, as amended to date, which amendments are attached hereto.

3. RECORDING.

The undersigned covenants that it will record an original counterpart of this Endorsement (with attachments) in the office of the Auditor of the county in which its principal office is located.

IN WITNESS WHEREOF the undersigned has executed this Endorsement on the date noted adjacent to the signature hereto.

PUBLIC UTILITY DISTRICT NO. 1
OF GRAYS HARBOR COUNTY

By *Richard D. Lovely*
General Manager

Date: December 18, 2000

