

PROMISSORY NOTE

\$115,000.00

Kennewick, Washington  
January 10, 2011

**FOR VALUE RECEIVED**, the undersigned promises to pay to the order of Candy Mountain Limited Liability Company the principal sum of One Hundred Fifteen Thousand 00/100 Dollars (\$115,000.00) in lawful money of the United States of America with interest thereon in like lawful money at the rate of six and one-half percent (6.5%) per annum with annual payments of principal and interest and shall continue at that rate until paid in full. It is agreed that payments will be from a tariffed facilities charge, applied to new customers. It is expected that the loan will be paid in full in fifteen (15) years. If there are insufficient funds from the described sources, the amounts due but unpaid shall be carried over. Payments shall be applied first to interest and then to principle.

The undersigned, at its option, may prepay the principal balance plus accrued interest at any time without penalty.

Except as described herein, if the principal and interest is not paid when due, at the option of the holder of this Note, an action may be instituted to recover the balance of the principal and interest, or any part thereof, and in such case, the prevailing party, in addition to the costs provided by statute, shall be entitled to a reasonable attorney's fee incurred as a result of the action. If an action is so instituted, all principal amounts due shall bear interest at the rate of twelve percent (12%) per annum from the date when the amount was not paid when due. Any judgment rendered under this Promissory Note shall bear interest at the rate of twelve percent (12%) per annum.

The undersigned waives presentment for payment, protest and notice of dishonor of this note.

Pay to:

Summit View Waterworks, LLC

Candy Mountain Limited Liability Company

  
Kennewick, WA

By: 

Its: 