

AMENDMENT

THIS AMENDMENT (the "Amendment") is to that certain Purchase and Sale Transfer Agreement dated as of the 23rd day of September, 2010, by, between and among Candy Mountain Limited Liability Company (CMLLC), a Washington limited liability company, Tri-City Development Corporation (TCDC), a Washington corporation, and Summit View Waterworks, LLC (SVWW), a Washington limited liability company (the "Agreement").

RECITALS

1. The purpose of this Amendment is to conform the Agreement to the findings of the Washington Utilities and Transportation Commission.

WHEREAS, the parties hereby agree to amend the Agreement as follows:

1. Amendment. Section 1.5 of the Agreement is hereby amended under Paragraphs 1.5a. and 1.5b. to set the payment obligation from SVWW to CMLLC at One Hundred Thirty-Two Thousand Thirty Nine and 50/100 Dollars (\$132,039.50) in lawful money of the United States of America with interest thereon in the lawful money at the rate of five and one quarter percent (5.25%) per annum with monthly payments of principal and interest of Seven Hundred Twenty-Nine and 13/100 Dollars (\$729.13), and the payment obligation from SVWW to TCDC at One Hundred Thirty-Two Thousand Thirty Nine and 50/100 Dollars (\$132,039.50) in lawful money of the United States of America with interest thereon in the lawful money at the rate of five and one quarter percent (5.25%) per annum with monthly payments of principal and interest of Seven Hundred Twenty-Nine and 13/100 Dollars (\$729.13). Further, the Promissory Notes contained in Exhibit B and Exhibit C of the Agreement are hereby amended to reflect the Promissory Notes attached as Exhibit 1 and Exhibit 2 to this Amendment.

2. In all other respects, the Agreement shall remain in full force and effect except to the extent it must be deemed amended to reflect the payment obligations as set forth in this Amendment.

This Amendment is entered into as of the 22 day of November, 2011.

CANDY MOUNTAIN LIMITED LIABILITY COMPANY

TRI-CITY DEVELOPMENT CORPORATION

By: Kirk A Rathbun
Name: Kirk A Rathbun
Title: Managing Member

By: Kirk A Rathbun
Name: Kirk A Rathbun
Title: Vice-President

SUMMIT VIEW WATERWORKS, LLC

By: *Paul A. Paton*
Name: *KEVIN A RATHBUN*
Title: *Managing Member*

EXHIBIT 1

PROMISSORY NOTE

\$132,039.50

Olympia, Washington
November 22, 2011

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Candy Mountain Limited Liability Company, the principal sum of One Hundred Thirty-Two Thousand Thirty-Nine and 50/100 Dollars (\$132,039.50) in lawful money of the United States of America with interest thereon in like lawful money at the rate of five and one-quarter percent (5.25%) per annum with monthly payments of principal and interest of Seven Hundred Twenty-Nine and 13/100 Dollars (\$729.13), with the first payment due on or before the tenth (10th) day of December, 2011, and shall continue at that rate until paid in full.

Any amounts not paid by the twentieth (20th) day of the month shall be subject to a late payment fee of one and one-half percent (1 1/2%) of the amount due.

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

If an installment of principal and interest is not paid within thirty (30) days of the date when due, at the option of the holder of this Note, an action may be instituted to recover the full amount of the principal and interest owed, 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:
Candy Mountain Limited Liability
Company
PO Box 1307
Ogish Harbor, WA 98335

SUMMIT VIEW WATERWORKS, LLC

By: Kirk A. Rathke
Its: Managing Member

EXHIBIT 2

PROMISSORY NOTE

\$132,039.50

Olympia, Washington
November 22, 2011

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Tri-City Development Corporation, the principal sum of One Hundred Thirty-Two Thousand Thirty-Nine and 50/100 Dollars (\$132,039.50) in lawful money of the United States of America with interest thereon in like lawful money at the rate of five and one-quarter percent (5.25%) per annum with monthly payments of principal and interest of Seven Hundred Twenty-Nine and 13/100 Dollars (\$729.13), with the first payment due on or before the tenth (10th) day of December, 2011, and shall continue at that rate until paid in full.

Any amounts not paid by the twentieth (20th) day of the month shall be subject to a late payment fee of one and one-half percent (1 1/2%) of the amount due.

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

If an installment of principal and interest is not paid within thirty (30) days of the date when due, at the option of the holder of this Note, an action may be instituted to recover the full amount of the principal and interest owed, 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:
Tri-City Development Corporation
PO Box 1307
Candy Mountain WA 98335

SUMMIT VIEW WATERWORKS, LLC

By: *Kim A. Patten*

Its: *Managing Member*