

PROMISSORY NOTE

FOR VALUE RECEIVED, on the 16th day of February, 2018, **SHIRONA WATER COMPANY, LLC**, a Washington Limited Liability Company, its members and individually, hereinafter referred to as “**MAKERS**”, promise to pay to **CROSSWOODS WATER COMPANY, INC.**, a Washington corporation, hereinafter referred to as “**HOLDER**”, or order, the sum of fifty thousand and 00/100ths dollars U.S. currency (\$50,000.00), together with interest at the rate of five percent (5.00%) per annum, computed on the diminishing principal balance. Interest shall commence on April 1, 2018.

Payments of nine hundred forty-four and 00/100th dollars U.S. (\$944.00), including principal and interest, shall be paid monthly and shall commence on or before the 1st day of May, 2018, and thereafter the same sum on or before the same day of each successive calendar month, until all amounts owing have been paid in full.

MAKERS may at any time, at MAKERS’ election, prepay all or a portion of the remaining principal indebtedness of this note without prepayment charge.

Payments shall be mailed or delivered to HOLDER at such place as the HOLDER may designate in writing.

1. **ACCELERATION OF PRINCIPAL BALANCE ON DEFAULT:** If default is made in the payment of any amount required by this note, or default occurs in any covenant contained in this note, and said default is not cured within thirty (30) days of written notice from the HOLDER, the entire principal sum of this note, attorney’s fees, and/or costs of collection, at the election of the Holder, shall at once become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

2. **COSTS OF COLLECTION; ATTORNEY’S FEES:** If suit is brought to collect this note, the HOLDER shall be entitled to collect all reasonable costs and expenses of such suit and any appeal thereof, including, but not limited to, reasonable attorney’s fees and court costs.

3. **DEED OF TRUST:** The indebtedness evidenced by this note is to be secured by a certain Deed of Trust of even date affecting a parcel of real property described therein which is located in Island County, Washington.

4. **OTHER EVENTS THAT MAY CAUSE NOTE TO BE DUE IN FULL:** MAKERS shall pay the remaining principal balance in full, upon the first of the following events to occur:

4.1 The final payment due on this note; or,

4.2 The sale, transfer, or assignment of any type or nature of any interest in the water purveyor business at the subject property, except to an entity wholly owned by the MAKERS.

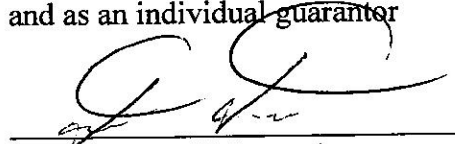
5. **INTERPRETATION:** This note is to be interpreted in all respects and enforced according to the laws of the State of Washington.

MAKERS:

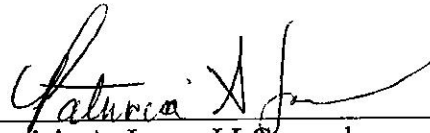
Shirona Water Company, LLC,
a Washington limited liability company, by:



Robert S. Jones, LLC member,
and as an individual guarantor



Jay P. Jones, LLC member
and as an individual guarantor



Patricia A. Jones, LLC member,
and as an individual guarantor



Ashley R. Jones, LLC member,
and as an individual guarantor

PN2018:C