

**DEPARTMENT OF PUBLIC SERVICE REGULATION
BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MONTANA**

IN THE MATTER of the Consolidated Petition)	
by Mountain Water Company for Declaratory)	REGULATORY DIVISION
Rulings and Application for Approval of Sale and)	
Transfer of Stock in Park Water Company)	Docket No. D2011.1.8
)	

**CARLYLE INFRASTRUCTURE PARTNERS, LP'S
RESPONSES TO THE FIRST SET OF DATA REQUESTS
FROM THE CLARK FORK COALITION**

Carlyle Infrastructure Partners, LP ("Carlyle"), by and through its undersigned counsel,
hereby submits to the Montana Public Service Commission ("Commission") these responses to
the first set of data requests from the Clark Fork Coalition.

By: s/ Thorvald A. Nelson

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**COUNSEL FOR CARLYLE INFRASTRUCTURE
PARTNERS, LP**

CFC – 001 RE: Merger Agreement

For the Agreement and Plan of Merger executed on December 21, 2010 by Western Water Holdings, LLC (“Western Water Holdings”), PWC Merger Sub, Inc., Park Water Company (“Park”), Henry H. Wheeler, Jr. (“Wheeler”) and Park shareholders (the “Merger Agreement”), please provide the following information:

- a. All exhibits to the Merger Agreement, including but not limited to the following:
 - i. Exhibit A. Guarantee by Carlyle Infrastructure Partners, L.P. (“Carlyle Infrastructure”) in favor of Park.
 - ii. Exhibit F-1. Persons who will be offered employment agreements.
 - iii. Exhibit F-2. Form of employment agreement.
 - iv. Exhibit F-3. Wheeler employment agreements.
 - v. Exhibit F-4. Consulting agreement with Wheeler.
- b. All disclosure schedules to the Merger Agreement.

RESPONSE: Please see Attachment CFC-001(a) and Attachment CFC-001(b) on the attached CD.

CFC – 002 RE: Carlyle Infrastructure corporate information

For Carlyle Infrastructure, please provide the following documents:

- a. Carlyle Infrastructure Private Placement Memorandum and any related supplements.
- b. Carlyle Infrastructure Main Fund Composite Limited Partnership Agreement.
- c. Carlyle Infrastructure most recent audited financial statements.
- d. Any other document describing the investment goals and strategies of Carlyle Infrastructure.

RESPONSE: Please see the Carlyle responses to PSC-014(a) and MCC-001.

CFC – 003 RE: CIP Western Water corporate information

For Carlyle Infrastructure Partners Western Water, LP (“CIP Western Water”), please provide the following documents:

- a. CIP Western Water Limited Partnership Agreement
- b. CIP Western Water Private Placement Memorandum and any related supplements
- c. CIP Western Water most recent audited financial statements.
- d. Any other document describing the investment goals and strategies of CIP Western Water.

RESPONSE:

- a. The requested information is confidential and trade secret. On May 27, 2011 Carlyle filed a Motion for Protective Order. Once the Commission has granted the proposed Protective Order Carlyle will supplement this response with the requested information.
- b. No such document exists.
- c. No such document exists to date, as CIP Western Water is a new entity formed by Carlyle that will be funded with equity immediate prior to financial close.
- d. No such document exists.

CFC – 004 RE: Investment goals and strategies of Carlyle Infrastructure and CIP Western Water
Witness: Dove

- a. What do the respective private placement memoranda and limited partnership agreements for Carlyle Infrastructure and CIP Western Water say about investment goals and strategies for the investments managed by each entity?
- b. What do the respective private placement memoranda and limited partnership agreements for Carlyle Infrastructure and CIP Western Water say about predicted buy point, sell point and cash flow of investments?

RESPONSE:

a. Refer to the response to question CFC – 002 (a) for information pertaining to Carlyle Infrastructure. The CIP Western Water limited partnership agreement does not set out the investment goals and strategies for CIP Western Water, and no private placement memorandum exists for this entity.

b. Refer to the response to question CFC – 002 (a) for information pertaining to Carlyle Infrastructure. The CIP Western Water limited partnership agreement does not set out the projected investment holding period for CIP Western Water, and no private placement memorandum exists for this entity.

CFC – 005 RE: Corporate life of Carlyle Infrastructure, CIP Western Water and Western Water Holdings

- a. Please disclose and explain whether any of Carlyle Infrastructure, CIP Western Water, and Western Water Holdings is a limited life entity.
- b. *If so, please disclose and explain the plan of disposition of any assets held by any of the three entities at the time of expiration of the entity, including how the disposition of Park and its subsidiary, Mountain Water Company (“Mountain Water”) would be accomplished if the Merger is completed.*

RESPONSE:

- a. Neither of Western Water Holdings or CIP Western Water are limited life entities. Carlyle Infrastructure is a limited life entity. Carlyle Infrastructure is a limited life entity and is scheduled to expire on September 28, 2019, although under the provisions of Section 2.7 of the LPA that date may be extended for another two years.
- b. Section 9 of the LPA provides that investments remaining in the fund upon termination are to be disposed of in an orderly manner through a dissolution sale (or distribution to limited partners), although no time frame for this sale or distribution is noted. Subject to restrictions imposed by applicable law and receipt of any necessary consents, in theory it is possible that a yet to be formed successor fund to Carlyle Infrastructure or another investment fund advised by Carlyle may be able to acquire Carlyle Infrastructure’s interest in Park, thereby extending the potential holding period beyond the limited life described above.

CFC – 006 RE: Regulatory compliance
 Witness: Dove

- a. Please disclose any violation or notice of violation of federal, state, or local law or regulation and any judgments related to Carlyle Infrastructure's or any of its subsidiaries' portfolio companies since its inception.
- b. To the extent Carlyle Infrastructure's or any of its subsidiaries' portfolios include other state or federally-regulated utilities, please disclose and explain whether there have been any violations or notices of violations or whether there are pending proceedings related to violations of applicable state or federal laws or regulations.
- c. To the extent not covered in sections requests (a) and (b) above, please disclose and explain whether there have been any violations, notices of violations, or judgments against Carlyle Infrastructure or any of its subsidiaries related to environmental matters.

RESPONSE:

- a. Carlyle is not aware of any material violations of federal, state or local laws by Carlyle Infrastructure or any of its portfolio companies. One of Carlyle Infrastructure's portfolio companies, Synagro Technologies, engages in the treatment and beneficial reuse of organic residuals, mostly from municipal wastewater treatment facilities, and is occasionally assessed with environmental notices of violations ("NOVs"). These NOVs are typically minor in nature, however the company has made a significant effort to reduce the number of NOVs that it receives. To the extent that you may wish to review the NOVs assessed to this company, an in-person appointment can be arranged at the company's corporate headquarters in Houston, TX.
- b. Carlyle Infrastructure does not, directly or indirectly, own any other state or federally-regulated utilities.
- c. Please refer to Carlyle's response to CFC – 006 (a).

CFC – 007 RE: Carlyle Infrastructure Management Experience
 Witness: Dove

- a. Please explain the background and experience of each of the members of the Carlyle Infrastructure, CIP Western Water, and Western Water Holdings management teams, specifically related to managing, owning, and/or operating a regulated water utility.
- b. Please disclose and explain Mr. Dove's background and experience with the Bechtel Group referenced in his testimony filed on May 6, 2011 at p.2, lines 3-4, leading "a team of professional [*sic*] making investments in infrastructure projects that were built by Bechtel," including but not limited to any involvement Mr. Dove had in managing or overseeing or working in any way on investments in water utilities either through Bechtel or any subsidiaries or affiliated entities of Bechtel.
- c. Please disclose and explain whether any past or current infrastructure projects managed by Mr. Dove either in his position with Carlyle Infrastructures or its subsidiaries, Bechtel, or related positions have been subject to any federal, state, or local law or regulation.

RESPONSE:

- a. Carlyle Infrastructure has not previously owned a water utility company. Robert Dove, a Carlyle Managing Director and President of Western Water, has prior experience in providing strategic direction and oversight to International Water, a multi-national provider of water and wastewater services, through membership on its board of directors during the years 2000 through 2006.
- b. See response to CFC – 007 (a).
- c. Robert Dove served as a member of the board of directors of International Water. International Water owned a number of water concessions all of which were outside of the United States and were subject to the local laws and regulations of the domiciled country.

CFC – 008 RE: Long-term plans of Carlyle Infrastructure for ownership of Park
 and Mountain Water
 Witness: Dove

Please explain more specifically Carlyle Infrastructure's intention to "become a long-term contributing member of the Missoula community" as stated on p. 4, line 9 of Mr. Dove's Testimony, including but not limited to the following information:

- a. What is the length of time that each of Carlyle Infrastructure and CIP Western Water typically holds an investment?
- b. What do the private placement memoranda or any other document provided to investors of each of Carlyle Infrastructure and CIP Western Water say about the length of time that investments will be held?
- c. What do the private placement memoranda or any other document provided to investors of both Carlyle Infrastructure and CIP Western Water say about an exit strategy or potential acquisition targets for asset disposition?
- d. Would Carlyle Infrastructure consider entering into a binding agreement with the City of Missoula to transfer Mountain Water to the City once Carlyle Infrastructure and CIP Western Water have achieved their investment objectives?

RESPONSE:

Carlyle intends to become a long-term contributing member of the Missoula community. Upon owning Park Water, Carlyle will be interested in working cooperatively with stakeholders and finding mutually satisfactory solutions to issues in the community.

- a. Carlyle Infrastructure was formed in 2006 and has not yet sold any of its investment holdings. As such, a typical hold period has not yet been established. CIP Western Water was created in 2010 solely for the purpose of acquiring Park Water. To date, CIP Western Water has never owned any investment holdings, and therefore a typical hold period has not yet been established.
- b. Refer to the response to CFC – 002 (a).
- c. Refer to the response to CFC – 002 (a).
- d. Carlyle Infrastructure will consider a variety of sale options when it is ready to exit its investment in Park. Because the proposed acquisition of Park has not yet closed, and because Carlyle Infrastructure intends to be a long-term holder of Park and its subsidiaries, we have not yet come to a determination of our preferred exit strategy. Having said that, upon owning Park Water, Carlyle will honor the August 14, 1997, letter from Mr. Arvid M. Hiller to then City of Missoula Mayor Kadas.

CFC – 009 RE: Communication with Missoula stakeholders
 Witness: Dove

Please specifically explain how Carlyle Infrastructure intends to communicate with and engage stakeholders in the Missoula community as stated in Mr. Dove's testimony.

RESPONSE: Carlyle intends to become a long-term contributing member of the Missoula community. Upon owning Park Water, Carlyle will be interested in working cooperatively with stakeholders and finding mutually satisfactory solutions to issues in the community. To begin those discussions, if the acquisition is approved, Carlyle intends to work with the current Mountain Water management team to set up meetings with each of the key stakeholders in Helena and in the Missoula community to jointly develop strategies for how best to ensure that Mountain Water is communicating with and engaging each of the different stakeholders in a timely and appropriate manner.

Carlyle's approach is to be proactive in contacting and meeting with groups that have an interest in the subject matter of its portfolio companies so we would intend to increase the amount of outreach we have already started in Missoula and to continue to build on those efforts. Carlyle has already met with representatives from state and local governments, the University of Montana, the Chamber of Commerce, environmental groups, civic groups, major businesses in the area, and community leaders. Carlyle does not view these efforts as solely to obtain approval by the PSC. Rather, Carlyle views these efforts as a key part of a sustained business practice going forward.

CFC – 010

RE: EcoValuScreen
Witness: Dove

At page 17 of *The Carlyle Group Corporate Citizenship 2010 Progress Report*, there is a discussion about “EcoValuScreen.” It states that Carlyle has started discussions with Park Water’s management to “apply EcoValuScreen to assess the company’s water supply management and energy usage, and to identify potential operational enhancements to help the company further its environmental management and conservation initiatives.”

- a. Please describe in detail the EcoValuScreen process.
- b. Please describe the specific enhancements to be made as a result of EcoValuScreen to Mountain Water infrastructure and/or operation.
- c. How much of the cost of the EcoValuScreen analysis is intended to be recovered through Mountain Water consumers?
- d. How specifically will Carlyle Infrastructure engage stakeholders to inform the EcoValuScreen process?
- e. Who is expected to pay for the operational enhancements identified by the EcoValuScreen process and implemented by Park?

RESPONSE:

a. EcoValuScreen was a result of a partnership among Carlyle and the Environmental Defense Fund (EDF) along with The Payne Firm (Payne), an international environmental consultancy. The purpose of EcoValuScreen is to go beyond the traditional tools used to assess the risk of an acquisition when reviewing the project and to include identifying opportunities for operational improvements and enhancements that will lead to both better environmental and better financial performance during the early stages on an investment process.

The EcoValuScreen process is a four step process conducted by the company, the Payne Firm, EDF and Carlyle:

1. Scan: Review the company for relevant business activities that could benefit from this process
2. Identify: Use relevant business activities to identify a list of operational projects that will enhance environmental performance
3. Assess: Quantify projects’ benefits and identify the highest priority environmental & financial performance initiatives
4. Implement: Integrate those initiatives into the management plan of the company after the acquisition has occurred

b. Carlyle and Park/Mountain Water management are currently in the early stages of the EcoValuScreen review and therefore have not yet reached any conclusions or final recommendations that we intend to put into action. Initial areas of focus include the reliability of supply, water usage efficiency (both in terms of water supply loss and customer conservation initiatives) and energy usage.

- c. Carlyle Infrastructure does not intend to seek rate recovery for the cost of conducting the EcoValuScreen analysis. Of course, the EcoValuScreen may make recommendations regarding potential operational changes or new infrastructure investments at Mountain Water. Those changes or new investments may have rate impacts to the extent future rate increases are approved by the Montana Public Service Commission.
- d. If stakeholders are interested in participating in the EcoValuScreen analysis, Carlyle would be pleased to work with any such stakeholders to facilitate getting their input into the analysis.
- e. The goal of the EcoValuScreen is to identify potential pragmatic and cost efficient options to enhance the company's environmental practices. The analysis may identify improvements that are possible at the current level of operating expenses or identify capital investment opportunities that would allow the company to yield greater resource efficiency. The purpose of EcoValuScreen is not to create unnecessary operating or capital expenditures. Rather, the purpose is to help identify options for Mountain Water, the Commission, customers, and other stakeholders to consider that might improve the company's environmental stewardship while taking into account the impact on rates and system reliability.

CFC – 011 RE: Costs of merger
 Witness: Dove

- a. What specific costs of operating Park and/or Mountain Water are expected to increase as a result of the proposed merger?
- b. Who will pay for the costs of the merger?
- c. To what extent are ratepayers expected to pay any costs related to the merger?
- d. What measures and safeguards are in place to prevent any merger related costs to be passed on to ratepayers?

RESPONSE:

- a. Directors' fees for Park are expected to increase from \$40,000 per year, \$20,000 each for the two directors who currently receive fees, to \$100,000 per year, \$25,000 each for the three anticipated Carlyle representatives and \$25,000 for Mr. Wheeler for his continued position on the Board pursuant to the Consulting Agreement with Park offered to him. Consulting Expenses are expected to increase by \$100,000 per year as a result of the Consulting Agreement with Mr. Wheeler.
- b. The costs of the merger transaction will be paid for by Carlyle and Park. Carlyle will bear its costs and the incremental or outside costs incurred by Park will be booked as non-utility expense.
- c. Neither Carlyle nor Park is requesting any recovery of merger related costs.
- d. Any increase in rates associated with the recovery of any merger related costs would need to be requested by Mountain Water (which both Park and Carlyle have said would not happen) and approved by the Montana Public Service Commission. The Montana Consumer Counsel and Mountain Water customers would, of course, have the right to object to any proposed rate increase including but not limited to a rate increase associated with the recovery of merger related costs.

CFC – 012 RE: Operating and management costs of Park, Carlyle Infrastructure, CIP
Western Water, and Western Water Holdings
Witness: Dove

- a. Please identify what specific measures and safeguards are in place to prevent future operating and management costs of Carlyle Infrastructure, CIP Western Water and Western Water Holdings from being passed on to rate payers of Mountain Water and/or Park?
- b. Please provide a summary showing expected salary savings resulting from [Mr.] Wheeler's departure as a regular employee and his new relationship under the proposed consulting agreement and how rate payers will benefit from those savings.
- c. What percentage and dollar amount of [Mr.] Wheeler's current salary and proposed salary as a consultant are paid by Mountain Water consumers?
- d. What is the percentage and dollar amount paid by Mountain Water rate payers for Park's California operations?
- e. How will the figures in section (d) above change under Carlyle Infrastructure's ownership?

RESPONSE:

- a. The Montana Public Service Commission, with input from the Montana Consumer Counsel and Mountain water customers, has the ability and the obligation to ensure that rates paid by Mountain water customers are just, reasonable, in the public interest, and consistent with Montana law. Carlyle anticipates that future rate cases will include an analysis of whether and the extent to which any and all of the costs included in the rate case filing are reasonable.
- b. Carlyle does not have the current information necessary to allow it to respond to this data request. Carlyle suggests that the information may be obtained from Mountain Water.
- c. Carlyle does not have the current information necessary to allow it to respond to this data request. Carlyle suggests that the information may be obtained from Mountain Water.
- d. Carlyle does not have the current information necessary to allow it to respond to this data request. Carlyle suggests that the information may be obtained from Mountain Water.
- e. If the acquisition is approved, Carlyle does not intend to change the manner in which Park Water corporate or overhead costs are allocated between the different operating utilities including Mountain Water.

CFC – 013

RE: Due diligence report or analysis

Witness: Dove

Please provide a copy of the due diligence analysis or report or other similar document which provides the due diligence and analysis conducted by Carlyle Infrastructure or any of its subsidiaries corroborating the decision to purchase Park.

RESPONSE: Please see the document attached to Carlyle's response to MCC-004.

CFC – 014

RE: Timing and effect of Carlyle Group initial public offering
Witness: Dove

- a. Please provide a summary of what the managing directors of the Carlyle Group have said publicly about their intention to offer ownership shares to the public through an initial public offering (“IPO”).
- b. Please disclose and explain when an IPO is anticipated to occur.
- c. Please disclose and explain the potential risks and/or benefits to Mountain Water rate payers associated with a public offering by the Carlyle Group.
- d. Please disclose and explain what precautions and safeguards are in place to ensure Mountain Water rate payers will not be negatively impacted by any consequences associated with a successful or unsuccessful public offering by the Carlyle Group.
- e. Please explain how management, operation and costs of Carlyle Infrastructure, CIP Western Water, and Western Water Holdings would change as a result of a successful or unsuccessful public offering by the Carlyle Group, including whether the length of time an investment could be held will be affected.

RESPONSE:

- a. Carlyle objects to this question on the basis of relevance. Whether or not The Carlyle Group is involved in an initial public offering is not reasonably likely to lead to the discovery of admissible evidence since the nature or identify of the upstream owners of The Carlyle Group has no bearing on issues before the Commission in this proceeding. Notwithstanding this objection Carlyle states that, like many other similarly situated firms, Carlyle has explored the pros and cons of an IPO for a number of years but no decision has been made at this time on the issue. However, Carlyle can also state that there would be no consequence of any kind to Mountain Water associated with a possible initial public offering of The Carlyle Group.
- b. See Carlyle’s response to CFC-014(a).
- c. See Carlyle’s response to CFC-014(a).
- d. See Carlyle’s response to CFC-014(a).
- e. See Carlyle’s response to CFC-014(a).

CFC – 015

RE: Investors
Witness: Dove

Please disclose all institutional and individual investors in each of Carlyle Infrastructure, CIP Western Water, and Western Water Holdings.

RESPONSE: Western Water is owned by CIP Western Water, which is owned by Carlyle Infrastructure.

With respect to the investors in Carlyle Infrastructure, Carlyle objects to the data request on the basis of relevance to the extent it seeks the identification of the specific institutional or individual investors in Carlyle Infrastructure. A number of U.S. public pension funds, which is the largest investor group in most Carlyle funds including Carlyle Infrastructure, do disclose their investments in Carlyle-related funds. However, the identity of specific investors is not relevant to this proceeding because all limited partners that have invested in Carlyle funds are completely passive, have no voting rights or control rights in Carlyle Infrastructure's investments and defer to Carlyle Infrastructure Partners to make decisions on particular investments and management thereof. Therefore, the data request is not likely lead to the discovery of admissible evidence. Notwithstanding this objection, Carlyle states that Carlyle Infrastructure's institutional investors generally include several public pension funds in the U.S. and organized labor pension funds.

CFC – 016

RE: Mountain Water's water rights
Witness: Dove

- a. Please provide copies of any documents or summaries in the possession of Carlyle Infrastructure or any of its subsidiaries regarding the water rights held by Mountain Water.
- b. Please provide copies of any valuations or appraisals that have been conducted with respect to Mountain Water's water rights.
- c. Please provide copies of any documents that explain the extent of Mountain Water's water rights, including the percentage currently used and the percentage currently not being put to use.
- d. Please provide copies of any information provided to Carlyle Infrastructure or its subsidiaries regarding pending litigation in Montana state court between Mountain Water and the Montana Department of Natural Resources and Conservation (MT DNRC).
- e. Please provide copies of any information provided to Carlyle Infrastructures or its subsidiaries regarding the number of water right applications prepared and filed by Mountain Water or its representatives with the MT DNRC that were subsequently either withdrawn by Mountain Water or terminated by MT DNRC.

RESPONSE:

- a. Please see Attachment CFC-016(a) on the attached CD.
- b. Carlyle did not review any valuation or appraisal of Mountain Water's water rights, nor did it conduct such a valuation or appraisal.
- c. See Carlyle's response to CFC-016(a).
- d. Please see Attachment CFC-016(d) on the attached CD.
- e. No such information was provided to Carlyle Infrastructure or its subsidiaries.

CFC – 017

RE: Mountain Water's Rattlesnake Creek water rights
Witness: Dove

Please explain Carlyle Infrastructure's intentions with regard to utilizing Mountain Water's Rattlesnake Creek surface water rights.

RESPONSE: It is Carlyle's firm belief that all of Mountain Water Company's water rights will continue to be used to benefit Mountain Water Company's customers and the Missoula community – they will not be diverted outside of the Missoula area for use elsewhere. For details on Carlyle's intention with respect to Mountain Water Company's water rights, please refer to the testimony of Robert Dove filed in this proceeding on behalf of Carlyle.

CFC – 018

RE: Future Mountain Water customers
Witness: Dove

Please provide any documentation, communication, and/or solicitation in the possession of Carlyle Infrastructure or any of its subsidiaries regarding the provision of water service by Mountain Water to any new commercial or industrial user, not currently served by the Mountain Water system, including bottling companies.

RESPONSE: There's no such documentation, communication, and/or solicitation. There was never any discussion on providing water services to bottling companies or any new commercial or industrial users.

CFC – 019 RE: Park valuation
 Witness: Dove

Please provide copies of a valuation, appraisal, and any other document that was used to determine the purchase price offered to Park by Carlyle Infrastructure or any of its subsidiaries.

RESPONSE: No separate valuation on Mountain Water Company was performed. With respect to Park Water, please see the document attached to Carlyle's response to MCC-004.

CFC – 020

RE: Mountain Water infrastructure
Witness: Dove

Assuming the potential transaction is approved, please provide a schedule detailing the infrastructure improvements to address Mountain Water's leakage rate for each of the first five years of Carlyle Infrastructure's control of Mountain Water along with the associated rate increases that would need to be approved by the MT Public Service Commission ("MT PSC").

RESPONSE: No such schedule currently exists. Upon owning Park Water Company, Carlyle intends to consult with the Montana Public Service Commission, Mountain Water Company's customers, and other stakeholders to develop strategies to address the leaking infrastructure in the Mountain Water System. We also intend to work with stakeholders to determine how and when to best invest capital into the system's infrastructure to, over time, correct the leakage problem. For additional details on Carlyle's plan with respect to system leakage, please refer to the testimony of Robert Dove filed in this proceeding on behalf of Carlyle.

CFC – 021

RE: Mountain Water metering
Witness: Dove

- a. Assuming the potential transaction is approved, please provide a plan for metering a larger percentage of Mountain Water rate payers, including a schedule for each of the first five years of Carlyle Infrastructure's control of Mountain Water.
- b. In Mountain Water's May 12, 2011 responses to the City of Missoula's data requests, no. 13, Mountain Water indicates that it "does not intend to change its current policies regarding metering" under new ownership. In Mr. Dove's testimony at p. 7, Mr. Dove outlines Carlyle Infrastructure's intention to "examine whether there are reasonable and cost effective ways to accelerate the migration of existing flat rate customers to metered service." Please explain the discrepancy.

RESPONSE:

- a. No such plan currently exists. Upon owning Park Water Company, we intend to examine whether there are reasonable and cost effective ways to accelerate the migration of existing flat rate customers to metered service. Our plan is to work with the Montana Public Service Commission and Staff to continue and promote rate designs that encourage customer metering, alongside an education effort designed to point out the benefits of metering to the environment, the community, and our customers.
- b. We do not currently own Park Water Company and therefore cannot comment on Mountain Water's response. Mr. Dove's testimony reflects Carlyle's view upon owning Park Water Company.

CFC – 022

RE: Access to capital
Witness: Dove

- a. Please explain with specificity how the proposed transaction “will enhance the financial strength of Park Water” and how Carlyle Infrastructure’s ownership will provide Park and Mountain Water with “potential access to capital.”
- b. Please explain with specificity how the change in ownership of Park to a subsidiary of Carlyle Infrastructure will result in greater access to capital by Mountain Water.
- c. Please explain with specificity how Mountain Water’s access to capital will change as a result of the proposed transaction.
- d. Please explain any associated benefits and risks to Mountain Water rate payers resulting from a change in access to capital through Carlyle Infrastructure.

RESPONSE:

- a. Carlyle could enhance the financial strength of Park Water and provide Park and Mountain Water with potential access to capital in the following two ways:
 - Carlyle has access to the financial resources necessary to provide the equity funds as required to finance Mountain Water’s on-going operations and any necessary infrastructure improvement projects.
 - Carlyle can utilize our well established presence and knowledge in the capital markets to assist Park in its debt capital raising efforts. While this it may or may not result in a reduction in Park’s cost of debt going forward, we would expect that our assistance would enhance Park’s overall financing package, taking into account both interest rates and financing terms.
- b. Please see Carlyle’s response to CFC – 22 (a).
- c. Please see Carlyle’s response to CFC – 22 (a).
- d. In addition to continuing to receive reliable service and high quality water, Mountain Water rate payers will also have the benefit of knowing that its water company has access to capital to address longer-term issues associated with the aging infrastructure. There’s no risk Carlyle is aware of to Mountain Water rate payers resulting from Mountain Water obtaining equity capital from Carlyle rather than the current owners of Park Water.

CFC – 023

RE: Non-water system assets of Mountain Water
Witness: Dove

Please identify and provide relevant documentation regarding the non-water system assets currently owned by Mountain Water, including but not limited to real property, that Carlyle Infrastructure or a subsidiary thereof has assessed for potential to sell-off and/or develop during its ownership of Mountain Water or at such time as Carlyle Infrastructure divests itself of Park and/or Mountain Water.

RESPONSE: No such documentation exists. Carlyle does not plan to sell off any non-water system assets currently owned by Mountain Water.

CFC – 024 RE: The City of Missoula's interest in acquiring Mountain Water
 Witness: Dove

- a. Please explain Mr. Dove's and Carlyle Infrastructure's understanding of the City of Missoula's desire to acquire Mountain Water.
- b. Please explain whether and disclose to what extent Carlyle Infrastructure would, in a stipulated settlement agreement in this proceeding, agree to give the City a right of first refusal to acquire Mountain Water within a specified price range, for Mountain Water in the event Carlyle Infrastructure divests itself of Park and/or Mountain Water.

RESPONSE:

- a. We are aware of the City of Missoula's interest in owning Mountain Water.
- b. Upon owning Park Water, Carlyle will honor the August 14, 1997, letter from Mr. Arvid M. Hiller to then City of Missoula Mayor Kadas.

CFC – 025

RE: Mountain Water rates
Witness: Dove

- a. Please explain and provide documentation as to whether Carlyle Infrastructure or its subsidiaries has assessed whether the current Mountain Water rates provide sufficient return for investors.
- b. Assuming the potential transaction is approved, please provide a proposed schedule of anticipated future Mountain Water rate increases for the next 10 years.
- c. Please indicate whether Carlyle Infrastructure would stipulate to a rate cap for the life of its holding of Park and Mountain Water.

RESPONSE:

- a. Please see Carlyle's response to MCC-004.
- b. No such schedule exists.
- c. No, and neither should Mountain Water's customers. Mountain Water should continue to be required to provide service that is safe and reliable at rates that are just and reasonable as established by the Commission. An artificial rate cap that might force Mountain Water to cut back on service quality or reliability is simply not in the interest of Mountain Water's customers, investors, or the public at large.

CFC – 026

RE: Carlyle Infrastructure's commitment to transparency
Witness: Dove

- a. Please explain and disclose Carlyle Infrastructure's position with regard to the disclosure of executive salaries of Mountain Water employees.
- b. Please explain whether Mountain Water, under Carlyle Infrastructure's ownership, would continue to pursue its litigation against the MT PSC, currently pending in Montana state court challenging the PSC's executive salary disclosure rule.

RESPONSE:

- a. Carlyle has no position on this issue.
- b. Because Carlyle has not analyzed this issue sufficient to form a position, Carlyle does not know whether Mountain Water, under Carlyle Infrastructure's ownership, would continue to pursue its litigation against the MT PSC, currently pending in Montana state court challenging the PSC's executive salary disclosure rule.

CFC – 027

RE: Carlyle Infrastructure's other contemplated investments in
water utilities or water infrastructure

Witness: Dove

Please indicate and provide documentation on any additional water infrastructure investments where Carlyle Infrastructure is under contract to acquire or provide services or is in negotiations, including any additional investments in Montana water utilities or infrastructure.

RESPONSE: Carlyle is not currently under contract to acquire other investments in water utilities or water infrastructure.

CERTIFICATE OF SERVICE

I hereby certify that on this, the 31st day of May, 2011, the foregoing **CARLYLE INFRASTRUCTURE PARTNERS, LP'S RESPONSES TO THE FIRST SET OF DATA REQUESTS FROM THE CLARK FORK COALITION** was served via electronic mail and U.S. mail unless otherwise indicated to the following:

Kate Whitney (<i>e-filed plus original</i>) Public Service Commission 1701 Prospect Avenue P. O. Box 202601 Helena, MT 59620-2601 kwhitney@mt.gov	Barbara Hall, Legal Director Clark Fork Coalition 140 S. 4th Street West, Unit 1 P.O. Box 7593 Missoula, MT 59801 (406) 542-0539 Barbara@clarkfork.org
Arvid Hiller Mountain Water Company 1345 W. Broadway Street P.O. Box 4826 Missoula, MT 59802-2239 (406) 721-5570 arvid@mtwater.com	Thorvald A. Nelson Holland & Hart LLP 6380 South Fiddlers Green Circle Suite 500 Greenwood Village, CO 80111 (303) 290-1601 tnelson@hollandhart.com
John Alke Hughes, Kellner, Sullivan & Alke 40 W. Lawrence, Suite A P.O. Box 1166 Helena, MT 59624-1166 jalke@hksalaw.com	William W. Mercer Holland & Hart LLP 401 North 31st Street, Suite 1500 P. O. Box 639 Billings, Montana 59103-0639 (406) 896-4607 wwmerc@hollandhart.com
Robert Nelson Montana Consumer Counsel 111 North Last Chance Gulch, Suite 1B Box 201703 Helena, MT 59620-1703 robnelson@mt.gov	Bryan D. Lin The Carlyle Group 520 Madison Avenue, 41st Floor New York, NY 10022 (212) 813-4992 bryan.lin@carlyle.com
Jim Nugent Missoula City Attorney's Office 435 Ryman Street Missoula, MT 59802 JNugent@ci.missoula.mt.us	Jim Larocque, CFA The Carlyle Group 520 Madison Ave New York, NY 10022 (212) 813-4749 jim.larocque@carlyle.com

	For electronic service only: lnbuchanan@hollandhart.com
--	--

s/ Leah N. Buchanan

5119715_1.DOCX

EXHIBIT A
Form of Guarantee

(See attached)

Execution Copy

LIMITED GUARANTEE

LIMITED GUARANTEE, dated as of December 21, 2010 (this "Guarantee"), by Carlyle Infrastructure Partners, L.P., a Delaware limited partnership (the "Guarantor"), in favor of Park Water Company, a California corporation (the "Guaranteed Party"). Reference is hereby made to the Agreement and Plan of Merger, dated as of December 21, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), among Western Water Holdings, LLC, a Delaware limited liability company ("Buyer"), PWC Merger Sub, Inc., a California corporation and a wholly owned subsidiary of Buyer ("Merger Sub"), the Guaranteed Party, the Controlling Shareholders of the Guaranteed Party identified therein and Henry H. Wheeler, Jr., as the Shareholder Representative, pursuant to which Merger Sub will merge with and into the Guaranteed Party. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Merger Agreement.

1. Guarantee. To induce the Guaranteed Party, the Controlling Shareholders and the Shareholder Representative to enter into the Merger Agreement, the Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Guaranteed Party the due and punctual observance, performance and discharge of the payment obligations of Buyer to the Guaranteed Party under the Merger Agreement (including Buyer's indemnification obligations under Article IX of the Merger Agreement) (such obligations, the "Obligations"), which shall not exceed \$102,000,000 in the aggregate (the "Cap"). In furtherance of the foregoing, the Guarantor acknowledges that its liability hereunder shall extend to the amount of the Obligations and that the Guaranteed Party may, in its sole discretion, bring and prosecute a separate action or actions against the Guarantor for the full amount of the Obligations; provided, however, that both the Guarantor and the Guaranteed Party acknowledge and agree that the Guarantor shall be under no obligation for or otherwise liable for payment of any amount(s) in excess of, and this Guarantee may not be enforced without giving effect to, the Cap; and provided, further, that this Guarantee will expire and will have no further force or effect, and the Guaranteed Party will have no rights hereunder, in the event the Merger occurs. All payments made by the Guarantor hereunder shall be made in accordance with the provisions of the Merger Agreement with respect to Buyer's payment obligations prior to or at the Effective Time, *mutatis mutandis*. Subject to the Cap, the Guarantor promises and undertakes to make all payments hereunder free and clear of any deduction, offset, defense, claim or counterclaim of any kind (other than defenses to the payment of the Obligations that are available to Buyer or Merger Sub under the Merger Agreement).

2. Nature of Guarantee. The Guaranteed Party shall not be obligated to file any claim relating to the Obligations in the event that Buyer becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment to the Guaranteed Party in respect of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, the Guarantor shall remain liable hereunder with respect to the Obligations as if such payment had not been made. This is an unconditional guarantee of payment and not of collectibility. The Guarantor reserves the right to assert defenses which Buyer or Merger Sub may have to payment of any Obligations that arise under the terms of the Merger Agreement.

3. Changes in Obligations; Certain Waivers.

(a) The Guarantor agrees that the Guaranteed Party may at any time and from time to time, without notice to or further consent of the Guarantor, extend the time of payment of any of the Obligations, and may also make any agreement with Buyer or with any other person interested in the transactions contemplated by the Merger Agreement or the other Transaction Documents, for the

extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party and Buyer or any such other person without in any way impairing or affecting the Guarantor's obligations under this Guarantee.

(b) The Guarantor agrees that the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by: (i) the failure of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Buyer or any other person interested in the transactions contemplated by the Merger Agreement or the other Transaction Documents; (ii) any change in the time, place or manner of payment of any of the Obligations or any rescission, waiver, compromise, consolidation or other amendment or modification of any of the terms or provisions of the Merger Agreement or any other Transaction Document or agreement evidencing, securing or otherwise executed in connection with any of the Obligations; (iii) the addition, substitution or release of any entity or other person interested in the transactions contemplated by the Merger Agreement; (iv) any change in the corporate existence, structure or ownership of Buyer or any other person interested in the transactions contemplated by the Merger Agreement or the other Transaction Documents; (v) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Buyer or any other person interested in the transactions contemplated by the Merger Agreement or the other Transaction Documents; (vi) the existence of any claim, set-off or other right which the Guarantor may have at any time against Buyer, whether in connection with the Obligations or otherwise; or (vii) the adequacy of any other means the Guaranteed Party may have of obtaining repayment of any of the Obligations.

(c) To the fullest extent permitted by law, the Guarantor hereby expressly waives (i) any and all rights or defenses arising by reason of any law which would otherwise require any election of remedies by the Guaranteed Party, (ii) promptness, diligence, notice of the acceptance of this Guarantee and of the Obligations, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of any Obligations incurred and all other notices of any kind (except for notices to be provided to Buyer under the Merger Agreement), (iii) all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, (iv) any right to require the marshalling of assets of Buyer or any other person interested in the transactions contemplated by the Merger Agreement, and (v) all suretyship defenses generally (other than fraud or willful misconduct by the Guaranteed Party or any Company Subsidiary, defenses to the payment of the Obligations that are available to Buyer under the Merger Agreement, the absence of a breach or failure to perform by Buyer of the Obligations, or breach by the Guaranteed Party of this Guarantee). The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and the other Transaction Documents and that the waivers set forth in this Guarantee are knowingly made in contemplation of such benefits. Notwithstanding anything to the contrary contained in this Guarantee, the Guaranteed Party hereby agrees that to the extent Buyer and Merger Sub are relieved of any obligations under the Merger Agreement, the Guarantor shall be similarly relieved of its Obligations under this Guarantee.

(d) The Guaranteed Party hereby covenants and agrees that it shall not institute, and shall cause its respective affiliates not to institute, any proceeding or bring any other claim arising under, or in connection with, the Merger Agreement or the other Transaction Documents or the transactions contemplated thereby, against the Guarantor or the former, current or future stockholders, general and limited partners, managers, members, affiliates, directors, officers, employees or agents of the Guarantor or Buyer or any former, current or future stockholder, partner, member, affiliate, director, officer, employee or agent of any of the foregoing (other than, in each case, Buyer and Merger Sub), except for claims against the Guarantor under this Guarantee, and the Guarantor hereby covenants and agrees that it shall not institute, and shall cause its respective affiliates not to institute, any proceeding asserting that

this Guarantee is illegal, invalid or unenforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

4. No Waiver; Cumulative Rights. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to the Guaranteed Party or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time. The Guaranteed Party shall have no obligation to proceed against or to exhaust any or all of the Guaranteed Party's rights against Buyer, Merger Sub or any other Person liable for any Obligations prior to proceeding against the Guarantor hereunder.

5. Representations and Warranties. The Guarantor hereby represents and warrants that:

(a) the execution, delivery and performance of this Guarantee have been duly authorized by all necessary action and do not contravene any provision of the Guarantor's charter, partnership agreement, operating agreement or similar organizational documents or any law, regulation, rule, decree, order, judgment or contractual restriction binding on the Guarantor or its assets;

(b) all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental authority necessary for the due execution, delivery and performance of this Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this Guarantee;

(c) this Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law); and

(d) the Guarantor has the financial capacity to pay and perform its obligations under this Guarantee, and all funds necessary for the Guarantor to fulfill its Obligations under this Guarantee shall be available to the Guarantor for so long as this Guarantee shall remain in effect in accordance with Section 8 hereof.

6. No Recourse. The Guaranteed Party acknowledges that the sole assets of Buyer and Merger Sub are cash in a de minimis amount and its rights under the Merger Agreement, and that no additional funds are expected to be contributed to Buyer or Merger Sub unless and until the consummation of the Merger. Notwithstanding anything that may be expressed or implied in this Guarantee or any document or instrument delivered in connection herewith or otherwise, and notwithstanding the fact that the Guarantor may be a partnership, by its acceptance of the benefits of this Guarantee, the Guaranteed Party acknowledges and agrees that no Person other than the Guarantor and the Guaranteed Party has any rights or obligations hereunder and that no recourse shall be had hereunder, or for any claim based on, in respect of, or by reason of, such obligations on their creation, against, and no personal liability shall attach to, the former, current and future equity holders, controlling persons, directors, officers, employees, agents, Affiliates, members, managers, or limited partners of the Guarantor

(but not including Buyer or any subsidiary of Buyer, including Merger Sub) or Buyer (but not including the Guarantor), or any former, current and future equity holder, controlling person, director, officer, employee, agent, Affiliate, member, manager, limited partner of any of the foregoing (such parties (excluding, for the avoidance of doubt, the Guarantor, Buyer, and subsidiaries of Buyer (including Merger Sub)), each a "Non-Recourse Party", and collectively the "Non-Recourse Parties"), through Buyer, Merger Sub or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of the Guaranteed Party against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise except for its rights under this Guarantee. Except as set forth under the Escrow Agreement and under Article IX and Section 12.13 of the Merger Agreement, recourse against the Guarantor pursuant to this Guarantee shall be the sole and exclusive remedy of the Guaranteed Party and all of its Affiliates against the Guarantor and the Non-Recourse Parties in respect of any liabilities or obligations arising under, or in connection with, the Merger Agreement. Nothing set forth in this Guarantee shall confer or give or shall be construed to confer or give to any Person (including any Person acting in a representative capacity) any rights or remedies against any Person other than the Guarantor as expressly set forth herein.

7. No Assignment. Neither the Guarantor nor the Guaranteed Party may assign its rights, interests or obligations hereunder to any other person (except by operation of law) without the prior written consent of the Guaranteed Party or the Guarantor, as the case may be; provided, however, that the Guarantor may assign all or a portion of its obligations hereunder to an affiliate or to an entity managed or advised by an affiliate of the Guarantor, provided that no such assignment shall relieve the Guarantor of any liability or obligation hereunder except to the extent actually performed or satisfied by the assignee.

8. Notices. All notices and other communications hereunder shall be in writing in the English language and shall be given (a) on the date of delivery if delivered personally, (b) on the first business day following the date of dispatch if delivered by a nationally recognized next-day courier service, (c) on the fifth business day following the date of mailing if delivered by registered or certified mail (postage prepaid, return receipt requested) or (d) if sent by facsimile transmission, when transmitted and receipt is confirmed. All notices to the Guarantor hereunder shall be delivered as set forth below or to such other address or facsimile number as the Guarantor shall have notified the Guaranteed Party in a written notice delivered to the Guaranteed Party in accordance with the Merger Agreement:

Carlyle Infrastructure Partners, L.P.
1001 Pennsylvania Avenue, NW
Washington, DC 20004-2505
Attention: Robert Dove
Facsimile: (202) 347-1818

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, CA 90071-1560
Attention: Bradley A. Helms
Facsimile: (213) 891-8763

9. Continuing Guarantee.

(a) This Guarantee shall remain in full force and effect and shall be binding on the Guarantor, its successors and assigns until all of the Obligations and all amounts payable under this Guarantee have been indefeasibly paid, observed, performed or satisfied up to the amount of the Cap. Notwithstanding the foregoing, this Guarantee shall terminate and the Guarantor shall have no further obligations under this Guarantee as of the earlier of (i) the consummation of the Merger and (ii) the 30-day anniversary of any termination of the Merger Agreement, except as to a claim for payment of any Obligation presented by the Guaranteed Party to Buyer, Merger Sub or the Guarantor by such date, which shall survive until the resolution thereof in accordance with Section 12.10 of the Merger Agreement.

(b) Notwithstanding anything to the contrary in this Guarantee, in the event that the Guaranteed Party or any of its Affiliates (other than officers of the Guaranteed Party or any Company Subsidiary not acting at the direction of the Guaranteed Party or such Company Subsidiary) asserts in any litigation or other proceeding that the provisions of Section 1 hereof limiting the Guarantor's liability to the Cap or the provisions of Section 6 or Section 9 hereof are illegal, invalid or unenforceable in whole or in part, or asserts any theory of liability against the Guarantor or any Non-Recourse Party with respect to the Obligations other than liability of the Guarantor under this Guarantee (as limited by the provisions of Section 1), then (i) the Obligations of the Guarantor under this Guarantee shall terminate *ab initio* and be null and void, (ii) if the Guarantor has previously made any payments under this Guarantee, it shall be entitled to recover such payments from the Guaranteed Party, and (iii) neither the Guarantor nor any Affiliate of the Guarantor shall have any liability to the Guaranteed Party or any of its Affiliates with respect to the Obligations or under this Guarantee.

10. Governing Law. This Guarantee (and any claim or controversy arising out of or relating to this Guarantee) shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of California.

11. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS GUARANTEE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS GUARANTEE CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS; (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (C) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS GUARANTEE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.

12. Mutual Drafting. The parties have participated jointly in the negotiation and drafting of this Guarantee. In the event an ambiguity or question of intent or interpretation arises, this Guarantee shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Guarantee.

13. Representation by Counsel. Each party represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s),

that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Guarantee in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Guarantee and has executed this Guarantee free from coercion, duress or undue influence.

14. Counterparts. This Guarantee may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


[Signature page follows]

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee to be executed and delivered as of the date first written above by its officer thereunto duly authorized.

CARLYLE INFRASTRUCTURE PARTNERS, L.P.

By: Carlyle Infrastructure General Partner, L.P.
Its: General Partner

By: TC Group Infrastructure, L.L.C.
Its: General Partner

By: 
Name: Robert Dove
Title: Managing Director

ACKNOWLEDGED AND AGREED:

PARK WATER COMPANY

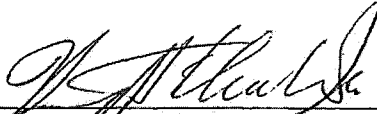
By: 
Name: Henry H. Wheeler, Jr.
Title: Chief Executive Officer

EXHIBIT B

Form of Agreement of Merger

(See attached)

FORM OF AGREEMENT OF MERGER

This Agreement of Merger (this "Agreement of Merger"), by and among Western Water Holdings, LLC, a Delaware limited liability company ("Buyer"), PWC Merger Sub, Inc., a California corporation and wholly owned subsidiary of Buyer ("Merger Sub"), and Park Water Company, a California corporation (the "Company" and together with Merger Sub, the "Constituent Corporations").

RECITALS

A. Buyer, Merger Sub, the Company and certain other parties entered into an Agreement and Plan of Merger dated as of December 21, 2010 (the "Plan of Merger"), providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated herein.

B. The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and in the best interest of the shareholders of the Constituent Corporations that the Company be acquired by Parent through a merger (the "Merger") of Merger Sub with and into the Company, with the Company surviving the Merger (the "Surviving Corporation").

C. The shareholders of the Constituent Corporations have approved the Merger.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth below, the parties agree as follows:

ARTICLE I. THE CONSTITUENT CORPORATIONS

1.1 The Company.

(a) The Company was incorporated under the laws of the State of California on December 15, 1937.

(b) The Company is authorized to issue 80,000 shares of common stock of the Company, \$25.00 par value per share ("Company Common Stock").

(c) As of the date hereof, an aggregate of 25,415.64 shares of Company Common Stock are issued and outstanding.

1.2 Merger Sub.

(a) Merger Sub was incorporated under the laws of the State of California on December 15, 2010.

(b) Merger Sub is authorized to issue an aggregate of 25,000 shares of common stock, \$0.01 par value per share ("Merger Sub Common Stock").

(c) As of the date hereof, 1,000 shares of Merger Sub Common Stock are issued and outstanding.

ARTICLE II. THE MERGER

2.1 The Merger. Merger Sub shall be merged with and into the Company at the Effective Time (as defined below). Following the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") in accordance with the California Corporations Code (the "California Law").

2.2 Effective Time. The Merger shall become effective (the "Effective Time") at such time as this Agreement of Merger and the required Officers' Certificates of each Constituent Corporation have been filed with the Secretary of State of the State of California pursuant to the relevant provisions of the California Law.

2.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the Plan of Merger, this Agreement of Merger and the applicable provisions of the California Law and applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

ARTICLE III. ARTICLES OF INCORPORATION, BY-LAWS AND OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1 Articles of Incorporation; Bylaws. At the Effective Time, the Articles of Incorporation and the Bylaws of the Surviving Corporation shall be amended in their entirety to contain the provisions set forth in the Articles of Incorporation and the Bylaws of Merger Sub, each as in effect immediately prior to the Effective Time.

3.2 Directors and Officers. The directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and the officers of Merger Sub immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV. EFFECT OF THE MERGER ON THE SECURITIES OF THE CONSTITUENT CORPORATIONS

4.1 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, the Company or the holders of any of the following securities:

(a) Conversion Generally. Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Common Stock to be canceled pursuant to Section 4.1(b) and any shares of Company Common Stock which are held by shareholders of the Company exercising appraisal rights pursuant to Chapter 13 under the California Law ("Dissenting Shareholders")), shall be converted, into the right to receive (i) in the case of each of Henry H. Wheeler, Jr., Nyri A. Wheeler and Henry H. Wheeler III (collectively, the "Controlling Shareholders"), \$3,729.40 in cash plus a pro rata portion of any amounts released from the Escrow Account pursuant to the Escrow Agreement, payable to the holder thereof, without interest and (ii) in the case of each other shareholder of the Company, \$4,177.65 in cash (collectively, the "Per Share Merger Consideration"); provided that notwithstanding anything to the contrary contained herein, in no event shall the aggregate of the Per Share Merger Consideration amounts paid by Buyer to the shareholders of the Company pursuant to this Agreement of Merger exceed \$102,000,000 (the "Merger Consideration"). All such shares of Company Common Stock shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously representing any such shares shall thereafter represent the right to receive the aggregate Per Share Merger Consideration therefor or the right, if any, to receive payment from the Surviving Corporation of the "fair value" of such shares of Company Common Stock as determined in accordance with Chapter 13 under the California Law. Certificates previously representing shares of Company Common Stock shall be exchanged for the aggregate Per Share Merger Consideration therefor upon the surrender of such certificates (or affidavits in support thereof), without interest.

(b) Cancellation of Certain Shares. Each share of Company Common Stock held in the treasury of the Company or by any wholly owned subsidiary of the Company immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof and no payment shall be made with respect thereto.

(c) Merger Sub. Each share of common stock, par value \$0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and be exchanged for one newly and validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

4.2 Dissenters' Rights.

(a) Notwithstanding anything in this Agreement of Merger to the contrary, if any Dissenting Shareholder shall properly demand payment and appraisal with respect to such Dissenting Shareholder's shares of Company Common Stock, as provided in Chapter 13 of the California Law, such shares shall not be converted into or exchangeable for the right to receive the aggregate Per Share Merger Consideration payable with respect to such Dissenting Shareholder's shares of Company Common Stock except as provided in this Section 4.2, and the Company shall give Buyer notice thereof and Buyer shall have the right to participate in all negotiations and proceedings with respect to any such demands. The Company agrees that, except with the prior written consent of Buyer, or as required under the California Law, the

Company will not voluntarily make any payment with respect to, or settle or offer to settle, any such demand for payment.

(b) If any Dissenting Shareholder shall fail to perfect or shall have effectively withdrawn or lost the right to dissent, the shares of Company Common Stock held by such Dissenting Shareholder shall thereupon be treated as though such shares had been converted into the aggregate Per Share Merger Consideration payable with respect to such Dissenting Shareholder's shares of Company Common Stock in accordance with Section 4.1.

(c) Each Dissenting Shareholder who, pursuant to the provisions of Chapter 13 of the California Law, becomes entitled to payment of the value of the shares of Company Common Stock held by such Dissenting Shareholder will receive payment therefor after the value thereof has been agreed upon or finally determined pursuant to such provisions, and any Per Share Merger Consideration that would have been payable with respect to such shares of Company Common Stock shall be retained by Buyer. Notwithstanding the foregoing, to the extent that Buyer, the Surviving Corporation or the Company (i) makes any payment or payments in respect of any shares of Company Common Stock held by a Dissenting Shareholder in excess of the consideration that otherwise would have been payable in respect of such shares in accordance with this Agreement of Merger or (ii) incurs any losses, (including reasonable attorneys' and consultants' fees, costs and expenses and including any such reasonable fees, costs and expenses incurred in connection with investigating, defending against or settling any action or proceeding) in respect of any such shares (excluding payments for such shares) ((i) and (ii) together "Excess Dissenting Share Payments"), Buyer shall be entitled to recover the amount of such Excess Dissenting Share Payments in accordance with the terms, and subject to the limitations, of the Plan of Merger.

4.3 Escrow Amount. The Company hereby authorizes and instructs Buyer to deduct from the Merger Consideration otherwise payable to the Controlling Shareholders at the Effective Time an aggregate amount of \$10,000,000 (the "Escrow Amount") and deposit such amount into an escrow account (the "Escrow Account") established pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into at the Effective Time among Henry H. Wheeler, Jr., in his capacity as the representative of the shareholders of the Company (the "Shareholder Representative"), Buyer and Wells Fargo Bank, N.A., as escrow agent (the "Escrow Agent"). The timing and methodology for the release of the Escrow Amount shall be governed by the terms and subject to the conditions set forth in the Plan of Merger and the Escrow Agreement; provided, however, that each of Buyer and the Shareholder Representative, agrees that it or he will act in good faith and cooperate with one another to execute and deliver such joint written instructions, including with respect to any distributions and further investments of the Escrow Amount, to the Escrow Agent as are required to implement the intent of this Agreement of Merger and the Escrow Agreement.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 Termination. This Agreement of Merger may be terminated at any time prior to the Effective Time by mutual agreement of the Boards of Directors of the Constituent Corporations.

5.2 Effect of Termination. In the event of the termination of this Agreement of Merger pursuant to Section 5.1, this Agreement of Merger shall forthwith become void and there shall be no liability or obligation on the part of any party hereto or any of its affiliates, directors, officers or shareholders, except as otherwise provided in the Plan of Merger.

5.3 Amendment. This Agreement of Merger may not be amended except by an instrument in writing signed by the Company and Buyer.

5.4 Counterparts. This Agreement of Merger may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The exchange of a fully executed Agreement of Merger (in counterparts or otherwise) by fax or email (in .pdf or .tif format) transmission shall be sufficient to bind the parties to the terms and conditions of this Agreement.

5.5 Governing Law. This Agreement of Merger shall be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and fully performed within the State of California without respect to the conflict of law provisions thereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

PARK WATER COMPANY
a California corporation

Henry H. Wheeler, Jr., President

Nyri A. Wheeler, Corporate Secretary

WESTERN WATER HOLDINGS, LLC
a Delaware limited liability company

Robert Dove, President

Bryan Lin, Secretary

PWC MERGER SUB, INC.
a California corporation

Robert Dove, President

Bryan Lin, Secretary

EXHIBIT C-1

Form of Company Officers' Certificate

(See attached)

**FORM OF
PARK WATER COMPANY
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Henry H. Wheeler, Jr. and Nyri A. Wheeler, hereby certify that:

1. They are the Chief Executive Officer and Corporate Secretary, respectively, of Park Water Company, a California corporation (the "Corporation").
2. The Corporation has one authorized class of shares, consisting of 80,000 shares of common stock, par value \$25.00 per share ("Common Stock"). As of the date hereof, an aggregate of 25,415.64 shares of Common Stock are issued and outstanding.
3. The Agreement of Merger in the form attached to this Certificate providing for the merger of PWC Merger Sub, Inc., a California corporation, with and into the Corporation, was duly approved by the Board of Directors of the Corporation.
3. The principal terms of the Agreement of Merger in the form attached to this Certificate were duly approved by the shareholders of the Corporation by a vote that equaled or exceeded the vote required.
4. The number of shares of Common Stock outstanding entitled to vote on the merger was 25,415.64 shares. The vote required for such approval of the merger was a majority of the shares of Common Stock.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of his own knowledge. Executed on _____, 2011

Henry H. Wheeler, Jr.
Chief Executive Officer

Nyri A. Wheeler
Corporate Secretary

EXHIBIT C-2

Form of Merger Sub Officers' Certificate

(See attached)

**FORM OF
PWC MERGER SUB, INC.**

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Robert Dove and Bryan Lin, hereby certify that:

1. They are the President and Secretary, respectively, of PWC Merger Sub, Inc., a California corporation and wholly owned subsidiary of Western Water Holdings, LLC, a Delaware limited liability company (the "Corporation" and "Parent", respectively).
2. The Corporation has one authorized class of shares, designated common stock, par value \$0.01 per share ("Common Stock"). The number of shares of Common Stock outstanding and entitled to vote on the merger was 1,000.
3. The Agreement of Merger in the form attached to this Certificate providing for the merger of the Corporation with and into Park Water Company, a California corporation, was duly approved by the Board of Directors of the Corporation.
4. The principal terms of the Agreement of Merger in the form attached to this Certificate were duly approved by Parent as the sole shareholder of the Corporation owning 100% of the outstanding shares of Common Stock.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of his own knowledge. Executed on _____, 2011.

Robert Dove
President

Bryan Lin
Secretary

EXHIBIT D

Form of Escrow Agreement

(See attached)

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT dated this ____ day of _____, 2011 (this "Escrow Agreement"), is entered into by and among Western Water Holdings, LLC, a Delaware limited liability company ("Buyer"), and Henry H. Wheeler, Jr., in his capacity as the Shareholder Representative under the Merger Agreement referenced below (the "Shareholder Representative") (Buyer and the Shareholder Representative collectively, the "Parties," and individually, a "Party"), and Wells Fargo Bank, National Association, a national banking association, as escrow agent (the "Escrow Agent"). Defined terms used herein but not otherwise defined shall have the meaning ascribed to them in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Park Water Company, a California corporation (the "Company"), certain shareholders of the Company identified therein (the "Controlling Shareholders"), the Shareholder Representative, Buyer and PWC Merger Sub, Inc., a California corporation ("Merger Sub") have entered into an Agreement and Plan of Merger, dated December 21, 2010 (the "Merger Agreement"), whereby, at the Effective Time, Merger Sub shall be merged with and into the Company and the Company shall continue as the surviving corporation as a wholly owned subsidiary of Buyer;

WHEREAS, Section 1.6 of the Merger Agreement provides that, at the Effective Time, a cash amount equal to \$10,000,000 shall be deposited into escrow to be held in accordance with the terms of this Escrow Agreement for the purpose of establishing a source of funds to secure the Merger Agreement indemnification obligations of the Controlling Shareholders to Buyer;

WHEREAS, Buyer agrees to place in escrow certain funds and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement; and

WHEREAS, pursuant to the Merger Agreement, each of the Controlling Shareholders appointed the Shareholder Representative as agent and attorney-in-fact for each such Controlling Shareholder, for and on behalf of each such Controlling Shareholder, with full power and authority to represent each Controlling Shareholder and such Controlling Shareholder's successors and assigns with respect to all matters arising under this Escrow Agreement, and all actions taken by the Shareholder Representative under this Escrow Agreement will be binding upon each such Controlling Shareholder and such Controlling Shareholder's successors and assigns as if expressly ratified and confirmed in writing by each of them.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE 1 ESCROW DEPOSIT

1.1. Receipt of Escrow Property. Upon execution hereof, Buyer shall deliver to the Escrow Agent the amount of \$10,000,000 (the "Escrow Property") in immediately available funds.

1.2. Investments.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon as set forth in Exhibit A hereto, or as set forth in any subsequent joint written instruction signed by Buyer and the Shareholder Representative. Any investment earnings and income on the Escrow Property shall not become part of the Escrow Property and shall be disbursed in accordance with Section 1.5 of this Escrow Agreement.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

1.3. Procedures with Respect to Indemnification Claims.

(a) Claim. If Buyer desires to make a claim against the Escrow Property pursuant to its rights under Article IX of the Merger Agreement (each, a "Claim"), Buyer, on its own behalf or on behalf of another indemnified party under the Merger Agreement (such claiming party, the "Claimant"), shall deliver a written notice of the Claim (a "Claims Notice") to the Escrow Agent, with a copy to the Shareholder Representative, substantially in the form attached hereto as Annex I describing the nature of, and details pertaining to, the Claim, the basis thereof (including the specific provisions of the Merger Agreement related to such Claim), the amount of damages to which the Claimant believes it is entitled to indemnification for liability under the Merger Agreement (the "Claimed Amount"), and Claimant payment delivery instructions.

(b) Response by the Shareholder Representative. Within 30 days after receipt by the Escrow Agent and the Shareholder Representative of any Claims Notice ("Response Period"), the Shareholder Representative shall, with respect to such Claims Notice, by notice to Buyer and the Escrow Agent (a "Response Notice") substantially in the form attached hereto as Annex II, either (a) accept and agree to liability for the Claimed Amount in whole, or (b) deny liability for the Claimed Amount in whole or in part (it being understood that any portion of the Claimed Amount for which the Shareholder Representative has not denied liability shall be deemed to have been conceded). If the Shareholder Representative denies liability in whole or in part, such Response Notice shall be accompanied by a reasonably detailed description of the basis for such denial. The portion of the Claimed Amount for which the Shareholder Representative has conceded liability is referred to herein as the "Conceded Amount." If the Shareholder Representative has conceded liability for any portion of the Claimed Amount, Buyer and the Shareholder Representative, by joint notice substantially in the form attached hereto as Annex III, shall instruct the Escrow Agent to promptly pay to the applicable Claimant the Conceded Amount (such joint notice, the "Conceded Amount Notice").

(c) Resolutions of Disputes. If the Shareholder Representative has denied liability for, fails to deliver a Response Notice or otherwise disputes, the Claimed Amount, in whole or in part (such denied and/or disputed Claimed Amount or portion thereof constituting an "Outstanding Claim"), the Shareholder Representative and Buyer, on behalf of the applicable Claimant, shall proceed in good faith to resolve such Outstanding Claim per Section 9.6 of the Merger Agreement. Upon final resolution of

such Outstanding Claim in accordance with Section 9.6 of the Merger Agreement, Buyer and the Shareholder Representative shall deliver to the Escrow Agent a Conceded Amount Notice signed by each of them. Such Conceded Amount Notice shall instruct the Escrow Agent to pay to the applicable Claimant the amount, if any, agreed to by both Buyer and the Shareholder Representative in settlement of such Outstanding Claim. Alternatively, if such Outstanding Claim shall be resolved through binding arbitration in accordance with Section 12.10 of the Merger Agreement, Buyer may present the Escrow Agent with written evidence of a final, conclusive and binding decision (the "Final Decision") containing the amount awarded in respect of the Outstanding Claim as finally determined by the Arbitrator (the "Ordered Amount").

(d) Payment of Claims. The Escrow Agent promptly shall pay, no later than the fifth business day following the determination of a Payment Event (as such term is defined below), to the applicable Claimant from the Escrow Property: (i) following any concession (or deemed concession) of liability by the Shareholder Representative, in whole or in part, the Conceded Amount as set forth in the Conceded Amount Notice; or (ii) following receipt by the Escrow Agent of any Final Decision, the Ordered Amount (collectively, clauses (i) and (ii), the "Payment Events").

1.4. Disbursements.

(a) Within five business days of the 12-month anniversary of the date hereof (the "Initial Release Date"), the Escrow Agent shall release from the Escrow Property to the Shareholder Representative, on behalf of the Controlling Shareholders, such amount to the extent that, immediately following such disbursement, the Escrow Agent shall have retained an amount in the Escrow Property equal to the sum of (A) \$4,000,000 and (B) to the extent there exists one or more Outstanding Claims asserted on or prior to the applicable Survival Date and such Outstanding Claim has not been resolved pursuant to Section 1.3(c) prior to the Initial Release Date, the aggregate dollar amount of all such Outstanding Claims.

(b) Within five business days of the 18-month anniversary of the date hereof (the "Second Release Date"), the Escrow Agent shall release from the Escrow Property to the Shareholder Representative, on behalf of the Controlling Shareholders, such amount to the extent that, immediately following such disbursement, the Escrow Agent shall have retained an amount in the Escrow Property equal to the sum of (A) \$2,000,000 and (B) to the extent there exists one or more Outstanding Claims asserted on or prior to the applicable Survival Date and such Outstanding Claim has not been resolved pursuant to Section 1.3(c) prior to the Second Release Date, the aggregate dollar amount of all such Outstanding Claims

(c) Within five business days of the three-year anniversary of the date hereof (the "Final Release Date") and together with the Initial Release Date and the Second Release Date, the "Release Dates"), the Escrow Agent shall release from the Escrow Property to the Shareholder Representative, on behalf of the Controlling Shareholders, all remaining amounts; provided, however, that to the extent there exists one or more Outstanding Claims asserted on or prior to the applicable Survival Date and such Outstanding Claim(s) has not been resolved pursuant to Section 1.3(c) prior to the Final Release Date, the Escrow Agent shall retain an amount in the Escrow Property equal to the aggregate dollar amount of all such Outstanding Claims. Following the Final Release Date, upon final resolution of all such Outstanding Claims, to the extent there remain any unpaid amounts owed to Buyer pursuant to the terms of this Agreement, Buyer and the Shareholder Representative shall promptly deliver to the Escrow Agent joint written instructions instructing the Escrow Agent to pay to Buyer an amount from the Escrow Property equal to such unpaid amount. Thereafter, the Escrow Agent shall disburse any remaining amounts in the Escrow Property to the Shareholder Representative.

(d) The Parties understand that any investment earnings included in the Escrow Property transferred to the Shareholder Representative, on behalf of the Controlling Shareholders, shall have been or shall be reported for tax reporting purposes by the Escrow Agent as provided in Section 1.5 below.

(e) Upon receipt of a Conceded Amount Notice with respect to a particular Outstanding Claim, the Escrow Agent shall promptly pay to the applicable Claimant, as the case may be, the Conceded Amount.

(f) Upon receipt of a Final Decision with respect to a particular Outstanding Claim, the Escrow Agent shall promptly pay to the applicable Claimant, as the case may be, the Ordered Amount, if any.

(g) In the event that the Parties jointly instruct the Escrow Agent to disburse the Escrow Property to any party, the Escrow Agent shall comply with such instructions, any provision herein to the contrary notwithstanding.

1.5. Income Tax Allocation and Reporting.

(a) The Parties agree to treat the Escrow Property as owned by Buyer and not received by the Controlling Shareholders or the Shareholder Representative, in all cases to the extent not paid to the Shareholder Representative for the benefit of the Controlling Shareholders pursuant to this Agreement, and to file all Tax Returns on a basis consistent with such treatment.

(b) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property (the "Earnings") shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service (the "IRS"), be treated as having been earned by the Controlling Shareholders as set forth in Exhibit D hereto for United States federal income tax purposes. Unless otherwise required by law, the Parties hereto agree that, for United States federal income tax purposes, the Controlling Shareholders shall report Earnings as their income and shall report related expenses as their expense. The Escrow Agent annually shall file information returns with the IRS and provide payee statements to the Controlling Shareholders, documenting such Earnings.

(c) Notwithstanding anything to the contrary in this Agreement, the Escrow Agent shall distribute to the Shareholder Representative, for the benefit of the Controlling Shareholders, on a quarterly basis, out of the Escrow Property an amount equal to the Earnings for such quarter.

(d) Any disbursement of Escrow Property to the Shareholder Representative for the benefit of the Controlling Shareholders shall be treated for United States federal income tax purposes as consisting, in part, of imputed interest in accordance with Section 483 of the Internal Revenue Code of 1986, as amended (the "the Code"), and the Treasury Regulations promulgated thereunder.

(e) Prior to the date hereof, Buyer and the Shareholder Representative shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate form W-9 or W-8 and such other forms and documents that the Escrow Agent may reasonably request to complete such information returns and payee statements. The Shareholder Representative understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Code and the Treasury Regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(f) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy

such liability to the extent possible from the Escrow Property. The Buyer shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The Shareholder Representative shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Earnings unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.5(f) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

1.6. Termination. This Escrow Agreement shall terminate following the final disbursement of any remaining Escrow Property in accordance with Section 1.4 and this Escrow Agreement shall be of no further force and effect except that the provisions of Sections 1.5(f), 3.1 and 3.2 hereof shall survive termination.

ARTICLE 2 DUTIES OF THE ESCROW AGENT

2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party (excluding, for the avoidance of doubt, the Escrow Agent) to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 to this Escrow Agreement.

2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been caused by the willful misconduct or gross negligence of the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective 30 days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of 30 days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid jointly by the Shareholder Representative and Buyer (with each Party responsible for one-half of such compensation). The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow

Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. The Escrow Agent shall have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property.

3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent is authorized to retain the Escrow Property until the Escrow Agent (i) receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Property, (ii) receives a written agreement executed by each of the parties involved in such disagreement or dispute directing delivery of the Escrow Property, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final court order, arbitration decision, or agreement, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

3.8. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications

services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 4 MISCELLANEOUS

4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, or (iv) by certified mail, return receipt requested, and postage prepaid. Any notice given shall be deemed given upon the actual date of such delivery. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to Buyer:

c/o Carlyle Investment Management L.L.C.
1001 Pennsylvania Avenue, NW
Washington, DC 20004-2505
Attention: Robert Dove
Facsimile: (203) 347-1818

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, CA 90071-1560
Attention: Bradley A. Helms
Facsimile: (213) 891-8763

If to the Shareholder Representative:

c/o Nyri Wheeler
21031 Manessa Circle
Huntington Beach, CA 92646

Attention: Henry H. Wheeler, Jr.

with a copy (which shall not constitute notice) to:

Fulbright & Jaworski L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, CA 90071-1560
Attention: David A. Ebershoff
Facsimile: (213) 892-9494

If to the Escrow Agent:

Wells Fargo Bank, National Association
Corporate, Municipal and Escrow Solutions
707 Wilshire Blvd, 17th Floor
MAC #E2818-176
Los Angeles, CA 90017
Attn: Kyle Lim
Facsimile: (213) 614-3306
Telephone: (213) 614-3493

4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.5. Entire Agreement. This Escrow Agreement [and the Merger Agreement] sets forth the entire agreement and understanding of the parties related to the Escrow Property.

4.6. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

4.7. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

4.9. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

WESTERN WATER HOLDINGS, LLC

By: _____

Name: Robert Dove

Title: President

HENRY H. WHEELER, JR., as Shareholder
Representative

Henry H. Wheeler, Jr.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____

Name: _____

Title: _____

EXHIBIT A

**Agency and Custody Account Direction
For Cash Balances
Wells Fargo Money Market Deposit Accounts**

Direction to use the following Wells Fargo Money Market Deposit Accounts for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit A is attached.

You are hereby directed to deposit, as indicated below, or as the parties to the Escrow Agreement shall jointly direct further in writing from time to time, all cash in the Account in the following money market deposit account of Wells Fargo Bank, National Association:

Wells Fargo Money Market Deposit Account (MMDA)

The parties to the Escrow Agreement understand that amounts on deposit in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of \$250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of \$250,000.

The parties to the Escrow Agreement acknowledge that they have full power to direct investments of the Account.

The parties to the Escrow Agreement understand that they may change this direction at any time and that it shall continue in effect until revoked or modified by the undersigned by written notice to you.

Western Water Holdings, LLC

Authorized Representative

Date

Henry H. Wheeler, Jr., as Shareholder Representative

Henry H. Wheeler, Jr.

Date

EXHIBIT B-1**CERTIFICATE AS TO AUTHORIZED SIGNATURES**

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Buyer and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-1 is attached, on behalf of Buyer.

Name / Title

Specimen Signature_____
Name_____
Signature_____
Title_____
Name_____
Signature_____
Title_____
Name_____
Signature_____
Title_____
Name_____
Signature_____
Title

EXHIBIT B-2**CERTIFICATE AS TO AUTHORIZED SIGNATURES**

The specimen signatures shown below is[are] the specimen signature[s] of the individual[s] who has[have] been designated as the authorized representative of the Controlling Shareholders and is[are] authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of the Controlling Shareholders.

Name / Title	<u>Specimen Signature</u>
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	

EXHIBIT C
FEES OF ESCROW AGENT

[To be attached]

EXHIBIT D
CONTROLLING SHAREHOLDERS PRO-RATA

[To be attached]

ANNEX I
CLAIMS NOTICE

Wells Fargo Bank, National Association

Attention:

Ladies and Gentlemen:

The undersigned, pursuant to Section 1.3(a) of the Escrow Agreement, dated as of [____], 2011, by and among Western Water Holdings, LLC ("Buyer"), Henry H. Wheeler, Jr., in his capacity as the Controlling Shareholders' agent under the Merger Agreement (the "Shareholder Representative") and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") (the "Escrow Agreement") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby certifies that Buyer [if applicable, on behalf of [____]] is or may be entitled to indemnification pursuant to Article IX of the Merger Agreement in an amount equal to (a) \$_____ (the "Claimed Amount"). Buyer further certifies that the nature and basis of the Claim is as follows: [_____].

Upon receipt of a Response Notice (as defined in the Escrow Agreement) from the Shareholder Representative in accordance with the Escrow Agreement, you are hereby instructed to release and pay, in accordance with the Escrow Agreement, the Claimed Amount from the Escrow Account to [_____] (for payment by such parties to [_____] by method of [include wire instructions / check]).

Dated: [____], 20[____].

Western Water Holdings, LLC

By: _____

Name:

Title:

cc: Henry H. Wheeler, Jr., as the Shareholder Representative

ANNEX II
RESPONSE NOTICE

Wells Fargo Bank, National Association

Attention:

Ladies and Gentlemen:

The undersigned, in his capacity as the Controlling Shareholders' agent under the Merger Agreement (the "Shareholder Representative"), pursuant to Section 1.3(b) of the Escrow Agreement, dated as of [____], 2011, by and among the Shareholder Representative, Western Water Holdings, LLC ("Buyer"), and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") (the "Escrow Agreement") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby:

(a) concedes liability [in whole for] [in part in respect of \$[____] of] the Claimed Amount (the "Conceded Amount") referred to in the Claims Notice dated [____], 20[____] pursuant to Article IX of the Merger Agreement; [and] [or]

(b) denies liability [in whole for] [in part in respect of \$[____] of] the Claimed Amount referred to in the Claims Notice dated [____], 20[____] pursuant to Article IX of the Merger Agreement.

Attached hereto is a description of the basis for the foregoing.

Dated: [____], 20[____].

Henry H. Wheeler, Jr., as Shareholder Representative

By: _____
Name:
Title:

cc: Western Water Holdings, LLC

**ANNEX III
CONCEDED AMOUNT NOTICE**

Wells Fargo Bank, National Association

Attention:

Ladies and Gentlemen:

The undersigned, pursuant to Section 1.3(b) of the Escrow Agreement, dated as of [____], 2011, by and among Western Water Holdings, LLC ("Buyer"), Henry H. Wheeler, Jr., in his capacity as the Controlling Shareholders' agent under the Merger Agreement (the "Shareholder Representative") and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") (the "Escrow Agreement") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby jointly:

- (a) certify that [a portion of] the Claimed Amount with respect to the matter described in the attached in the amount of \$[_____] (the "Conceded Amount") is owed to [____]; and
- (b) instruct you to promptly pay to [_____] from the Escrow Property \$[_____] [insert amount pursuant to paragraph (a)] as soon as practicable following your receipt of this notice and, in any event, no later than five (5) business days following the date hereof.

Dated: [____], 20[____].

Western Water Holdings, LLC

By: _____

Name:

Title:

Henry H. Wheeler, Jr., as Shareholder Representative

Henry H. Wheeler, Jr.

EXHIBIT E

Form of Letter of Transmittal

(See attached)

**FORM OF
LETTER OF TRANSMITTAL**

for shares of Common Stock

of

PARK WATER COMPANY

surrendered or cancelled for consideration pursuant to the merger of PWC Merger Sub, Inc. with and into Park Water Company

Delivery to:

Park Water Company

SCHEDULE OF OWNERSHIP OF SURRENDERED SHARES OF COMMON STOCK			
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on the Certificate(s))	Share Certificate Number(s)	Number of Shares Represented by Certificate(s)	Mark Box if Certificate(s) Held by Park Water Company
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
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			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
	Total Shares of Common Stock Owned and Surrendered:		

Ladies and Gentlemen:

In connection with the merger (the "Merger") of PWC Merger Sub, Inc. ("Merger Sub"), a wholly owned subsidiary of Western Water Holdings, LLC ("Buyer"), with and into Park Water Company ("Park Water"), pursuant to an Agreement and Plan of Merger, dated December 21, 2010 (the "Merger Agreement"), by and among Buyer, Merger Sub, Park Water, and Henry H. Wheeler, Jr., as the Shareholder Representative, the undersigned herewith surrenders the above described certificate(s) (including those held by Park Water, the "Certificate(s)") or affidavits in support thereof, which prior to the Merger represented shares of Park Water's Common Stock, par value \$25.00 per share (the "Shares"), in exchange for the consideration set forth below, without interest and subject to the terms and conditions of the Merger Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Merger Agreement.

As a result of the Merger, each Share (other than any Dissenting Shares) will be converted automatically into the right to receive the Per Share Closing Merger Consideration.

Waiver of Appraisal Rights

BY DELIVERY OF THIS LETTER OF TRANSMITTAL TO PARK WATER, THE UNDERSIGNED HEREBY (I) FOREVER WAIVES ALL APPRAISAL OR SIMILAR RIGHTS AVAILABLE TO THE UNDERSIGNED IN CONNECTION WITH THE MERGER UNDER CHAPTER 13 OF THE CALIFORNIA CORPORATIONS CODE WITH RESPECT TO ANY SHARES AT ANY TIME HELD BY THE UNDERSIGNED NOT PREVIOUSLY WAIVED AND (II) FULLY AND COMPLETELY WITHDRAWS ALL OBJECTIONS PREVIOUSLY MADE TO THE MERGER AND/OR DEMANDS FOR APPRAISAL, IF ANY, WITH RESPECT TO ANY SHARES AT ANY TIME HELD BY THE UNDERSIGNED.

Surrender of Shares

The Merger Agreement contemplates that, following its receipt of the Letter of Transmittal, each Shareholder that delivers to Park Water: (1) such Shareholder's Letter of Transmittal, duly executed by such Shareholder, (2) such Certificates (or affidavits in support thereof) representing Shares then held by such Shareholder, and (3) such other documents and information requested in this Letter of Transmittal, shall be entitled to payment of the aggregate Per Share Merger Consideration; provided that (x) each Shareholder that delivers such materials to Park Water prior to the Effective Time shall be entitled to payment of such consideration at the Effective Time and (y) each Shareholder that delivers such materials to Park Water following the Effective Time shall be entitled to payment of such consideration within five Business Days following the Surviving Corporation's receipt of such materials. The undersigned acknowledges that, until surrendered, each outstanding Certificate that formerly represented Shares will be deemed from and after the Effective Time, for all corporate purposes, to evidence only the right to receive the consideration payable in respect of such Shares in accordance with the terms of the Merger Agreement, and that from and after the Effective Time, the undersigned shall cease to have any rights as a holder of shares of common stock of Park Water.

The undersigned represents below that the undersigned has full authority to surrender the Shares, free and clear of all liens, claims and encumbrances. All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. Subject to, and effective upon, payment for the Shares surrendered herewith, in accordance with the terms and subject to the conditions of the Merger Agreement and this Letter of Transmittal, the undersigned hereby assigns and transfers to, or upon the order of, Park Water all right, title and interest in and to all of the Shares that are being surrendered hereby. The surrender of Shares is irrevocable but will not be effective until and upon the Effective Time. The undersigned acknowledges that the Merger is subject to various conditions. In the event the Merger Agreement is terminated prior to the Effective Time, previously delivered Letters of Transmittal shall be null and void and any Certificates (or affidavits in support thereof) delivered therewith shall be returned to the record holder of such Certificates.

The undersigned understands, acknowledges and agrees that surrender is not made in acceptable form until the receipt by Park Water of this Letter of Transmittal, or a facsimile hereof, duly completed and signed, and of the Certificate(s) (or affidavits in support thereof), together with all accompanying evidences of authority in form reasonably

satisfactory to Buyer (which may delegate power in whole or in part to an affiliate or a representative thereof). The undersigned acknowledges and agrees that the consideration to be paid in exchange for each Share shall be deemed to have been paid in full satisfaction of all rights pertaining to such Share. If the undersigned's Certificate(s) have been lost, stolen or destroyed, then the undersigned should complete an affidavit of loss in the form attached hereto as Exhibit A.

Representations and Warranties; Indemnification

By completion and delivery of this Letter of Transmittal, the undersigned hereby expressly represents and warrants to Buyer as follows:

- (i) The undersigned is the registered and beneficial holder of the Shares represented by the Certificate(s) listed in the box at the beginning of this Letter of Transmittal, with good title to, and full power and authority to sell, assign and transfer, such Shares, free and clear of all liens, claims and encumbrances (other than pursuant to or described in the Merger Agreement), and not subject to any adverse claims, and the Shares represented by the Certificate(s) listed in the box on the first page of this Letter of Transmittal constitute all shares of capital stock of Park Water that the undersigned owns, holds of record or has been granted as of the date of execution hereof.
- (ii) The undersigned has all power and authority required to execute, deliver and perform his, her or its obligations under this Letter of Transmittal and to consummate the transactions contemplated hereunder.
- (iii) The execution, delivery and performance of this Letter of Transmittal has been duly authorized by the undersigned. All organizational actions and proceedings required to be taken by or on the part of the undersigned to authorize and permit the execution, delivery and performance by the undersigned of this Letter of Transmittal, have been duly and properly taken. This Letter of Transmittal has been duly executed and delivered by the undersigned.

The undersigned hereby understands, acknowledges and agrees that all of the representations, warranties and agreements contained in this Letter of Transmittal shall survive the Merger. The undersigned hereby agrees to indemnify and hold harmless Buyer, Merger Sub, Park Water (both prior to the Effective Time and, following the Effective Time, as Surviving Corporation), each of their respective Affiliates and their respective officers and directors, and shall reimburse them for any damages arising from, or in connection with, (a) any inaccuracy in the representations and warranties made by the undersigned in this Letter of Transmittal or (b) any failure by the undersigned to perform or comply with any agreement in this Letter of Transmittal.

Termination of Shareholders Agreement and Buy-Sell Agreement

The undersigned hereby acknowledges and agrees that completion and delivery of this Letter of Transmittal constitutes an agreement by the undersigned to terminate that certain Amended and Restated Stock Purchase Agreement of Park Water Company, dated as of November 7, 2002, such termination to be effective upon consummation of the Merger.

To the extent that the undersigned is a party to that certain Buy-Sell Agreement, dated April 30, 1980, between Park Water Company and the shareholders (as such may have been amended or modified from time to time, the "Buy-Sell Agreement"), the undersigned hereby acknowledges and agrees that completion and delivery of this Letter of Transmittal constitutes an agreement by the undersigned to terminate such Buy-Sell Agreement, such termination to be effective upon consummation of the Merger.

Release

By completion and delivery of this Letter of Transmittal, and as a material inducement to Buyer's and Merger Sub's willingness to enter into and perform the Merger Agreement, the undersigned hereby releases and forever discharges Park Water (and following the Effective Time, the Surviving Corporation) and each of its individual, joint or mutual, past, present and future Representatives, Affiliates, shareholders, controlling persons, subsidiaries, successors and assigns (individually, a "Releasee" and collectively, "Releasees") from any and all claims, demands, proceedings, causes of action, orders, obligations, Contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which the undersigned has, have ever had or may hereafter have against the respective Releasees arising contemporaneously with or prior to the Effective Time or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Effective Time, including, but not

limited to, any rights to indemnification or reimbursement from Park Water, whether pursuant to their respective charter, bylaws or any other charter documents, Contract or otherwise and whether or not relating to claims pending on, or asserted after, the Effective Time; provided, however, that nothing contained herein shall operate to release (i) any obligation of Buyer or the Surviving Corporation arising under the Merger Agreement, any Transaction Document or agreement or instrument being executed and delivered pursuant to or in connection with the Merger Agreement, (ii) a claim, if applicable, against Surviving Corporation or its subsidiaries that arises as a result of or is related to the undersigned's capacity as an officer, employee or director of Park Water, the Surviving Corporation or their subsidiaries, including any rights the undersigned may have under the policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by Park Water, including any tail policy thereto, and under any substitute policies maintained by the Surviving Corporation, (iii) if applicable, any obligation of Park Water, the Surviving Corporation or their subsidiaries for payment of salary, provision of or payment with respect to employee benefits in effect as of the date hereof, and payment of any unreimbursed business expenses.

The undersigned hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any matter purported to be released hereby.

Without in any way limiting any of the rights and remedies otherwise available to any Releasee, the undersigned shall indemnify and hold harmless each Releasee from and against all loss, liability, claim, damage or expense (including costs of investigation and defense and reasonable attorney's fees) whether or not involving third party claims, arising directly or indirectly from or in connection with (i) the assertion by or on behalf of the undersigned of any claim or other matter purported to be released pursuant hereto and (ii) the assertion by any third party of any claim or demand against any Releasee which claim or demand arises directly from any assertion by or on behalf of the undersigned against such third party of any claims or other matters purported to be released pursuant to this release.

THE UNDERSIGNED ACKNOWLEDGES THAT IT HAS BEEN ADVISED OF THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES THAT: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT." THE UNDERSIGNED BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHT SUCH CREDITOR MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT.

In the event that any provision of this release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this release will remain in full force and effect. Any provision of this release held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Tax Withholding

The undersigned hereby understands, acknowledges and agrees that to the extent any portion of the consideration payable to the undersigned is subject to or is otherwise reserved for payment of applicable withholding or other taxes under the Internal Revenue Code of 1986, as amended, or under any provision of state, local or foreign tax law, Buyer, Merger Sub and any paying agent shall be entitled to deduct and withhold (or cause to be deducted and withheld) the full amount of such taxes and reduce such consideration accordingly.

Please Consult Your Own Advisors

The undersigned is strongly urged to consult with legal, tax and/or financial advisor(s) of the undersigned's choosing regarding the consequences to the undersigned of the Merger, the Merger Agreement, and the undersigned's execution of this Letter of Transmittal, and the undersigned acknowledges that the undersigned (a) availed himself, herself or itself of such right and opportunity (to the extent that the undersigned so desired), (b) has carefully reviewed and understands the terms of the Merger Agreement and this Letter of Transmittal, and (c) is competent to execute this Letter of Transmittal free from coercion, duress or undue influence.

Please send this Letter of Transmittal together with any Certificate(s) (or affidavits in support thereof) to the below address for delivery no later than [____], 2011. All inquiries, correspondence and deliveries should be directed as set forth below:

Park Water Company
9750 Washburn Road
Downey, CA 90241-7002
Attention: Christopher Schilling
Facsimile No.: (562) 923-1186

Delivery to an address other than as set forth above will not constitute valid delivery.

Please review the General Instructions accompanying this Letter of Transmittal carefully before completing.

Box A – Signature of Shareholder(s)		Box B – Wire Transfer Instructions	
I, the shareholder of the shares set forth in Box C, have read this Letter of Transmittal in its entirety and agree to the terms and conditions contained herein:		To be completed ONLY if the undersigned would like to be paid by wire transfer instead of check. All checks will be mailed to the address set forth in Box C. Note that Buyer may elect to pay amounts by check and not wire transfer.	
Signature		Bank	
Print Name & Title (If Applicable)		Account Name	
Signature		Account Number	
Print Name & Title (If Applicable)		ABA Number	
Telephone Number		Reference	
Box C – Shareholder Registration		Certificate(s) Surrendered	
Name and Address of Shareholder (s)		Certificate(s) Being Surrendered (Attach additional signed list, if necessary)	
	Certificate Number(s)	Number of Shares Represented by Each Certificate(s)	Mark Box if Certificate(s) Held by Park Water Company <input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
Total Number of Shares:			

General Instructions

- Delivery of Letter of Transmittal and Surrender of Certificates:** This Letter of Transmittal or a facsimile hereof, completed and signed (Box A), must be used in connection with the delivery and surrender of the Certificate(s). Delivery of the Certificate(s) and other documents shall be effected, and the risk of loss and title to the Certificate(s) shall pass, only upon proper delivery of the Certificate(s) as provided herein. The Letter of Transmittal should be completed and signed **exactly** as the surrendered certificates are registered and as legibly as possible. If any surrendered certificates are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations.
- 2) Multiple Owners:** If any of the Shares surrendered hereby are held of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any of the Shares surrendered hereby are registered in different names on several Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as necessary as there are different registrations of the Certificates.
 - 3) Stock Transfer Taxes:** If payment in respect of the Certificate(s) is to be made to a person other than the person in whose name such Certificate(s) are registered, then as a condition of payment the Certificate(s) so surrendered must be properly endorsed or must otherwise be in proper form for transfer, and the person requesting such payment must have established to the satisfaction of Buyer that any transfer and other taxes required by reason of such payment to a person other than the registered holder of such Certificate(s) have been paid or are not applicable.
 - 4) Internal Revenue Service Form W-9 (or, for non-U.S. persons, Form W-8):** Under the federal income tax law, a non-exempt securityholder surrendering Certificate(s) is required to provide the disbursing agent with such securityholder's certified taxpayer identification number ("TIN"). Therefore, please complete and sign the Internal Revenue Service ("IRS") Form W-9 attached to this Letter of Transmittal (or, if you are a non-U.S. person for U.S. federal income tax purposes, an appropriate IRS Form W-8). A disregarded domestic entity that has a foreign owner must use the appropriate IRS Form W-8, and not an IRS Form W-9. Instructions for completing IRS Form W-9 are included with the Form. Additional information on completing the IRS Form W-9 can be found on the Internal Revenue website at www.irs.gov. Copies of the IRS W-8 forms, and instructions on completing such forms, can be found on the Internal Revenue website www.irs.gov.
 - 5) Returning Certificates:** Return this Letter of Transmittal with the Certificate(s) to be exchanged **only** to Park Water Company at the following address. If the certificates are sent by mail, registered mail with return receipt is requested and proper insurance is suggested.

Park Water Company
9750 Washburn Road
Downey, CA 90241-7002
Attention: Christopher Schilling
Facsimile No.: (562) 923-1186

For information please call (562) 923-0711.

IMPORTANT TAX INFORMATION

In order to avoid backup withholding of United States federal income tax, United States federal income tax law generally requires that if your shares are accepted for payment, you or your assignee (in either case, the "**Payee**") must provide Park Water Company (the "**Payer**") with the Payee's correct TIN, which, in the case of a Payee who is an individual, is generally the Payee's social security number. If the Payer is not provided with the correct TIN or an adequate basis for an exemption, the Payee may be subject to a \$50 penalty imposed by the IRS and backup withholding

(currently at a rate of 28% and scheduled to increase to 31% as of January 1, 2011) on reportable payments, if any received by the Payee in connection with the Merger. Backup withholding is not an additional tax. Rather, the liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is furnished to the IRS.

To prevent backup withholding, each Payee that is a "United States person" for U.S. federal income tax purposes must provide such Payee's correct TIN by completing the IRS Form W-9 included herewith, certifying that (i) the TIN provided is correct, (ii) (a) the Payee is exempt from backup withholding, (b) the Payee has not been notified by the IRS that such Payee is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Payee that such Payee is no longer subject to backup withholding, and (iii) the Payee is a U.S. citizen or other U.S. person (including a U.S. resident alien).

If the Payee has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, such Payee should write "APPLIED FOR" in the space for the TIN in Part I of the IRS Form W-9 and should sign and date the IRS Form W-9. If the Payee has not provided a properly certified TIN to the Payer by the time of payment, backup withholding will apply to all reportable payments made to the Payee in connection with the Merger.

If the Certificate(s) are held in more than one name or are not in the name of the actual owner, consult the instructions on the IRS Form W-9 for additional guidelines on which name and TIN to report.

Certain Payees (including, among others, certain corporations and certain foreign individuals) are not subject to backup withholding. To prevent possible erroneous backup withholding, an exempt Payee that is a "United States person" for U.S. federal income tax purposes should complete the Form W-9 by providing such Payee's correct TIN, signing and dating the form and checking the "Exempt payee" box on the IRS Form W-9. See the IRS Form W-9 for additional instructions. In order for a Payee who is not a United States person for U.S. federal income tax purposes to establish its exemption from backup withholding, such person must submit an appropriate and properly completed IRS Form W-8BEN, W-8ECI, W-8EXP or W-8IMY, as the case may be, signed under penalties of perjury attesting to such exempt status. Such forms may be obtained from Diamond or from the IRS at its Internet website: www.irs.gov.

PAYEES ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING BACKUP WITHHOLDING AND REPORTING REQUIREMENTS.

Please note that the foregoing certifications do not exempt the undersigned from any compensation-related withholdings that may be required. Any payment pursuant to the Merger Agreement that is treated as wages for tax purposes will be subject to the normal withholding requirements that are applicable to wages, regardless of the submission of the Form W-9 or a Form W-8.

TO COMPLY WITH IRS CIRCULAR 230, YOU ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS LETTER OF TRANSMITTAL IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY ANY TAXPAYER, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER UNDER THE INTERNAL REVENUE CODE; (B) THIS LETTER OF TRANSMITTAL IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) A TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Form I-9

[IRS form and instructions from <http://www.uscis.gov/files/form/i-9.pdf> to be inserted]

Form W-9

[IRS form and instructions from <http://www.irs.gov/pub/irs-pdf/fw9.pdf> to be inserted]

EXHIBIT A

Affidavit regarding Lost, Stolen or Damaged Stock Certificate

[Form to be attached]

EXHIBIT F-1

Employees to be Offered Employment Agreements

Gary Lynch
Jeanne Marie Bruno
Scott Weldy
Butch Hiller
John Kappes
Doug Martinet
Leigh Jordan
Mary Young

EXHIBIT F-2

Form of Management Employment Agreement

Senior Executive Form

FORM OF
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of [____], 2011, is entered into by and between Park Water Company, a California corporation (the "Company") and [____] (the "Executive").

RECITALS

- A. The Company, Western Water Holdings, LLC, a Delaware limited liability company ("Buyer"), PWC Merger Sub, Inc., a California corporation ("Merger Sub") and certain other parties have entered into that certain Agreement and Plan of Merger, dated as of December 21, 2010 (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into the Company, with the Company surviving the merger as a wholly-owned subsidiary of Buyer (the "Merger");
- B. The Executive is a long-time employee of the Company;
- C. The Company and the Executive desire that, immediately upon the closing of the transactions contemplated by the Merger Agreement (the "Closing"), the Company shall continue to employ the Executive, and the Executive shall continue such employment, on the terms and subject to the conditions set forth herein; and
- D. This Agreement will become effective only if the Closing occurs.

AGREEMENT

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Employment Period. Subject to the provisions for earlier termination hereinafter provided, the Executive's employment hereunder shall be for a term commencing on the Effective Date and ending on the second (2nd) anniversary of the Effective Date (the "Employment Period"). For purposes of this Agreement, "Effective Date" shall mean the "Effective Time" as defined in the Merger Agreement. From the second anniversary of the Effective Date, the Employment Period shall continue for one additional year, subject to termination by notice given by either party to the other at least ninety (90) days prior to the commencement of such renewal year.

2. Terms of Employment.

- (a) Position and Duties.

(i) Title; Reporting. During the Employment Period, the Executive shall serve as the Company's [____], reporting to [____], or his or her designee, and shall perform such duties as are usual and customary for such position, including those which the Executive is performing at the date of this Agreement. At the Company's request, the Executive shall serve the Company and/or its subsidiaries and affiliates in other capacities in addition to the foregoing consistent with the Executive's role as [____] of the Company. If the Executive serves in any one or more of such additional capacities during the Employment Period, the Executive's compensation shall not be increased beyond that specified in Section 2(b) hereof.

(ii) Full Business Time. During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled hereunder, the Executive agrees to devote the Executive's full business time and attention to the business and affairs of the Company.

(iii) Location. During the Employment Period, the Executive shall perform the services required by this Agreement at the Company's principal offices located in [____], except for travel to other locations as may be necessary to fulfill the Executive's duties and responsibilities hereunder.

(b) Compensation, Benefits, Etc.

(i) Base Salary. During the Employment Period, the Executive shall receive a base salary of \$[____] per annum (the "Base Salary"), prorated for any partial year of service. The Base Salary shall be reviewed annually by the Company and the Executive may receive merit increases from time to time in the Company's sole discretion. The Executive shall also be entitled to annual COLA increases at the levels awarded to other senior executives of the Company during the Employment Period. The Base Salary shall be paid in installments in accordance with the Company's applicable payroll practices, as in effect from time to time, but no less often than monthly.

(ii) Bonus. During the Employment Period, the Executive shall be eligible to receive annual bonuses. Bonuses payable (if any) shall be determined by the Company in its sole discretion.

(iii) Savings and Retirement Plans. During the Employment Period, the Executive shall be eligible to participate in such savings and retirement practices, policies and programs, including any pension plan, any post-retirement benefits plan and any 401(k) plan, as the Company may establish from time to time, in each case, to the extent available generally to similarly situated executives of the Company.

(iv) Welfare Benefit Plans. During the Employment Period, the Executive and the Executive's dependents shall be eligible to participate in the welfare benefit plans, practices, policies and programs (including, as applicable, medical, dental, disability, employee life, group life and accidental death insurance plans and programs) maintained by the Company for its similarly situated executives. Notwithstanding any other provisions of this Agreement to the contrary, while the Company has no present intention to terminate any benefit or retirement plan or program, nothing contained in this

Agreement shall, or shall be construed to, obligate the Company to adopt or maintain any incentive, savings, retirement, welfare, fringe benefit or other plan(s) or program(s) at any time.

(v) Expenses. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable business expenses incurred by the Executive in accordance with the policies, practices and procedures of the Company provided to similarly situated executives of the Company.

(vi) Paid-Time-Off. During the Employment Period, the Executive shall be entitled to annual paid-time-off in accordance with the plans, policies, programs and practices of the Company applicable to its similarly situated executives, which shall include [] days of paid-time-off accrued as of the Effective Date, to be used in accordance with applicable Company policy as in effect from time to time.

3. Termination of Employment.

(a) Termination by the Company Without Cause or by the Executive For Good Reason. The Executive's employment may be terminated at any time by the Company, for Cause or without Cause, or by the Executive for any reason, including with or without Good Reason, in any case, in accordance with the terms of this Agreement. Subject to Section 3(e) hereof, if the Executive incurs a "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation Section 1.409A-1(h)) (a "Separation from Service") during the Employment Period (such date, the "Date of Termination") by reason of (1) a termination of the Executive's employment by the Company without Cause or (2) a termination of the Executive's employment by the Executive for Good Reason:

(i) Accrued Obligations. The Executive shall be paid, in a single lump-sum payment on the date of the Executive's termination of employment, the aggregate amount of the Executive's earned but unpaid Base Salary, accrued but unpaid bonus(es) (if any), and accrued but unpaid vacation pay (if any) through the date of such termination (the "Accrued Obligations"), in each case, to the extent not previously paid, in accordance with California law.

(ii) Severance. In addition, subject to Section 3(e) hereof and the Executive's timely execution and non-revocation of a Release (as described below), the Executive (or the Executive's estate or beneficiaries, if applicable) shall be paid an amount equal to the portion of his Base Salary which would, absent the Executive's termination, be paid from the Date of Termination through the expiration of the initial two-year portion of the Employment Period (if any). For the avoidance of doubt, if the Executive's employment terminates (1) in connection with a non-renewal of this Agreement during the Initial Term or any Extension Term or (2) after the second (2nd) anniversary of the Effective Date, the Executive shall not be entitled to any payment under this Section 3(a)(ii). The Company shall pay any amounts payable under this Section 3(a)(ii) in substantially equal installments in accordance with the Company's normal payroll procedures during the period commencing on the Date of Termination and ending on the last day of the initial two-year Employment Period; provided, however,

that no payments under this Section 3(a)(ii) shall be made prior to the first payroll date occurring on or after the thirtieth (30th) day following the Date of Termination (such payroll date, the "First Payroll Date") (with amounts otherwise payable prior to the First Payroll Date paid on the First Payroll Date without interest thereon).

(iii) COBRA. In addition, subject to Section 3(e) hereof and conditioned upon the Executive's timely execution and non-revocation of a Release, during the period commencing on the Date of Termination and ending on the twelve (12)-month anniversary of the Date of Termination or, if earlier, the date on which the Executive becomes eligible for coverage under the group health plan of a subsequent employer (of which eligibility the Executive hereby agrees to give prompt notice to the company) (in any case, the "COBRA Period"), subject to the Executive's valid election to continue healthcare coverage under Section 4980B of the Code and the regulations thereunder, the Company shall continue to provide the Executive and the Executive's eligible dependants with coverage under its group health plans at the same levels and the same cost to the Executive as would have applied if the Executive's employment had not been terminated, based on the Executive's elections in effect on the Date of Termination), provided, however, that (1) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A of the Code under Treasury Regulation Section 1.409A-1(a)(5), or (2) the Company is otherwise unable to continue to cover the Executive under its group health plans, then, in either case, an amount equal to each remaining Company subsidy shall thereafter be paid to the Executive as currently taxable compensation in substantially equal monthly installments over the continuation coverage period (or the remaining portion thereof). For the avoidance of doubt, nothing herein shall limit the Executive's legal rights under COBRA; however, to the extent that COBRA entitles the Executive (and the Executive's dependents, if applicable) to healthcare continuation beyond the periods specified in this Section 3.5.3(b), such healthcare continuation shall be at the Executive's sole expense.

The payments and benefits described in the preceding Sections 3(a)(ii) and (iii) are referred to herein as the "Severance." Notwithstanding the foregoing, it shall be a condition to the Executive's right to receive the Severance that the Executive execute and deliver to the Company an effective release of claims in substantially the form attached hereto as Exhibit A (the "Release") within twenty-one (21) days (or, to the extent required by law, forty-five (45) days) following the Date of Termination and that the Executive (or the Executive's estate or beneficiaries, if applicable) not revoke such Release during any applicable revocation period.

(b) Cause. For purposes of this Agreement, "Cause" shall mean a termination of employment directly resulting from:

(i) the Board's good faith determination that the Executive has willfully or repeatedly failed to substantially perform his primary or regular duties or obligations under this Agreement or under written policies of the Company (other than any such willful failure resulting from the Executive's permanent disability), and that such failure has resulted or is reasonably expected to result in material and demonstrable harm to the Company or any of its affiliates (provided, that, to the extent such failure can be fully cured, the Company shall have provided the Executive with at least 30 days'

notice of such failure and the Executive shall not have remedied the failure within the 30-day period);

(ii) the Executive having engaged in misconduct that caused or would have caused, if the Company did not intervene, a violation by the Company or any of its affiliates of any applicable law;

(iii) the Executive having engaged in a theft of corporate funds or corporate assets or in a material act of fraud upon the Company;

(iv) an act of personal dishonesty taken by the Executive that was intended to result in personal enrichment of the Executive at the expense of the Company;

(v) the Executive's repeated failure to meet performance objectives as mutually agreed with the Board from time-to-time provided, however, that the Executive shall have received two written warnings by the Board, the first of which specifies each area of Executive's failure, a time-frame and plan for correction of such failures that has been determined by the Board in consultation with the Executive, and the second of which coming after Executive's failure to accomplish such remedial measures derived after the first notice;

(vi) the Executive's use of illegal drugs;

(vii) the Executive's commission (including without limitation, as evidenced by the entry of a plea of nolo contendere or equivalent plea in a court of competent jurisdiction) of a felony or other crime involving dishonesty; or

(viii) a material breach by the Executive of the provisions of this Agreement.

(c) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any one or more of the following events, in any case, without the Executive's prior written consent:

(i) the material diminution of the Executive's authority, duties, responsibilities or title;

(ii) a reduction in the Executive's Base Salary other than as part of a Company-wide expense reduction; or

(iii) the Company's material breach of this Agreement.

Notwithstanding the foregoing, the Executive will not be deemed to have resigned for Good Reason unless (1) the Executive gives the Company written notice setting forth in reasonable detail the facts and circumstances claimed by the Executive to constitute Good Reason within sixty (60) days after the date of the occurrence of the event(s) that the Executive believes constitutes Good Reason; (2) the Company fails to cure such acts or omissions within sixty (60) days following its receipt of such notice, and (3) the effective date of the Executive's termination

for Good Reason occurs no later than thirty (30) days after the expiration of the Company's cure period.

(d) Other Terminations. If the Executive's employment is terminated for Cause, by the Executive voluntarily or for any other reason not described in Section 3(a) above, including without limitation, in connection with a non-renewal of the Employment Period, the Company shall pay to the Executive the Accrued Obligations in cash in a single lump-sum payment on the date of the Executive's termination of employment, in accordance with California law.

(e) Six-Month Delay. Notwithstanding anything to the contrary in this Agreement, no compensation or benefits, including without limitation any Severance payable under Section 3 hereof, shall be paid to the Executive during the six (6)-month period following the Executive's "separation from service" (within the meaning of Section 409A(a)(2)(A)(i) of the Code) if the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Section 409A of the Code without resulting in a prohibited distribution, including as a result of the Executive's death), the Company shall pay the Executive a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Executive during such period.

(f) Termination of Offices and Directorships; Full Settlement. Upon termination of the Executive's employment for any reason, unless otherwise specified in a written agreement between the Executive and the Company, the Executive shall be deemed to have resigned from all offices, directorships, and other employment positions then held with the Company, if any, and shall take all actions reasonably requested by the Company to effectuate the foregoing. Except as expressly provided in this Agreement, the Company shall have no further obligations, and the Executive shall have no further rights or entitlements, in connection with the Executive's termination of employment; provided, however, that nothing herein shall affect the rights of the Executive to indemnification under the Company's charter documents or pursuant to any indemnification agreement between Executive and the Company, as pursuant to Section 2802 of the California Labor Code, if applicable.

(g) Indemnification Agreement. The Company acknowledges that the Executive is currently a party to an indemnification agreement with the Company, dated as of [____], and agrees to perform its obligations as required in accordance with the terms and conditions of such agreement.

4. Effectiveness. This Agreement shall become effective upon Closing. Notwithstanding anything contained herein, in the event that the Closing otherwise does not occur for any reason, this Agreement shall automatically, and without notice, terminate without any obligation due to the other party and the provisions of this Agreement shall be of no force or effect.

5. Confidential Information and Non-Solicitation. The Executive hereby acknowledges that, concurrent with the execution of this Agreement, the Executive has entered into an agreement with the Company containing confidentiality, non-solicitation and other protective covenants (the "Confidentiality Agreement"), and that the Executive shall remain bound by the terms and conditions of the Confidentiality Agreement.

6. Representations. The Executive hereby represents and warrants to the Company that (a) the Executive is entering into this Agreement voluntarily and that the performance of the Executive's obligations hereunder will not violate any agreement between the Executive and any other person, firm, organization or other entity, and (b) the Executive is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by the Executive's entering into this Agreement and/or providing services to the Company pursuant to the terms of this Agreement.

7. Successors. This Agreement is personal to the Executive and, without the prior written consent of the Company, shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes this Agreement by operation of law, or otherwise.

8. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws thereof. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

(b) Notices. All notices, demands, requests, consents, statements, satisfactions, waivers, designations, refusals, confirmations, denials and other communications that may be required or otherwise provided for or contemplated hereunder shall be in writing and shall be deemed to be properly given and received (a) upon delivery, if delivered in person or by e-mail or facsimile transmission with receipt acknowledged, (b) one business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as provided below (or sent to such other address as one party hereto may specify to the other(s) in writing in accordance herewith):

If to the Executive: at the Executive's most recent address on the records of the Company.

If to the Company:

Park Water Company
 9750 Washburn Road
 Downey, CA 90241-7002
 Attention: _____

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) Section 409A of the Code.

(i) General. To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder ("Section 409A"). Notwithstanding any provision of this Agreement to the contrary, if the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are necessary or appropriate to avoid the imposition of taxes under Section 409A, including without limitation, actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (ii) comply with the requirements of Section 409A; provided, however, that this Section 8(c) shall not create an obligation on the part of the Company to adopt any such amendment, policy or procedure or take any such other action, nor shall the Company have any liability for failing to do so.

(ii) Separate Payments. Any right to a series of installment payments pursuant to this Agreement is to be treated as a right to a series of separate payments. To the extent permitted under Section 409A, any separate payment or benefit under this Agreement or otherwise shall not be deemed "nonqualified deferred compensation" subject to Section 409A to the extent provided in the exceptions in Treasury Regulation Section 1.409A-1(b)(4), Section 1.409A-1(b)(9) or any other applicable exception or provision of Section 409A.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(e) Withholding. The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(f) No Waiver. The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(g) Entire Agreement. As of the Effective Date, this Agreement, together with the Confidentiality Agreement, constitutes the final, complete and exclusive agreement between the Executive and the Company with respect to the subject matter hereof and replaces and supersedes any and all other agreements, offers or promises, whether oral or written, by any member of the Company and its subsidiaries and affiliates, or representative thereof. Unless otherwise set forth in this Agreement, the Executive agrees that all prior agreements between the Company and the Executive shall be terminated and will be of no further force or effect from and after the Effective Date.

(h) Amendment. No amendment or other modification of this Agreement shall be effective unless made in writing and signed by the parties hereto.

(i) Interpretation; Construction. The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. The Executive and the Company acknowledge that each of the Executive and the Company and their respective counsel have reviewed, or had an opportunity to review, this Agreement, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(j) Counterparts. This Agreement and any agreement referenced herein may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from the Board, the Company has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

Park Water Company,
a California corporation

By: _____
Name: _____
Title: _____

EXECUTIVE

[]

Senior Executive Form

EXHIBIT A**GENERAL RELEASE**

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned does hereby release and forever discharge the "Releasees" hereunder, consisting of Park Water Company, a California corporation (the "Company") and each of its partners, subsidiaries, associates, parents, subsidiaries, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys' fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the employment or termination of employment of the undersigned by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasees' right to terminate the employment of the undersigned; and any alleged violation of any federal, state or local statute or ordinance including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act, the Americans With Disabilities Act, and the California Fair Employment and Housing Act. Notwithstanding the foregoing, this general release (the "Release") shall not operate to release any rights or claims of the undersigned (i) to payments or benefits under Section 3(a) of that certain Employment Agreement, dated as of [____], 2011, between the Company and the undersigned (the "Employment Agreement"), (ii) to accrued or vested benefits the undersigned may have, if any, as of the date hereof under any applicable plan, policy, practice, program, contract or agreement with the Company, or (iii) to any Claims, including claims for indemnification and/or advancement of expenses, arising under any indemnification agreement between the undersigned and the Company or under the bylaws, certificate of incorporation or other similar governing document of the Company.

THE UNDERSIGNED ACKNOWLEDGES THAT THE EXECUTIVE HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS THE EXECUTIVE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

IN ACCORDANCE WITH THE OLDER WORKERS BENEFIT PROTECTION ACT OF 1990, THE UNDERSIGNED IS HEREBY ADVISED AS FOLLOWS:

(A) THE EXECUTIVE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE;

(B) THE EXECUTIVE HAS TWENTY-ONE (21) DAYS TO CONSIDER THIS RELEASE BEFORE SIGNING IT; AND

(C) THE EXECUTIVE HAS SEVEN (7) DAYS AFTER SIGNING THIS RELEASE TO REVOKE THIS RELEASE, AND THIS RELEASE WILL BECOME EFFECTIVE UPON THE EXPIRATION OF THAT REVOCATION PERIOD.

The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any Claim which the Executive may have against Releasees, or any of them, and the undersigned agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys' fees incurred by Releasees, or any of them, as the result of any such assignment or transfer or any rights or Claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against the undersigned under this indemnity.

The undersigned agrees that if the Executive hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned agrees to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit or Claim.

The undersigned further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees, or any of them, who have consistently taken the position that they have no liability whatsoever to the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this Release this ____ day of _____, ____.

[]

FORM OF
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of [____], 2011, is entered into by and between Park Water Company, a California corporation (the "Company") and [____] (the "Executive").

RECITALS

- A. The Company, Western Water Holdings, LLC, a Delaware limited liability company ("Buyer"), PWC Merger Sub, Inc., a California corporation ("Merger Sub") and certain other parties have entered into that certain Agreement and Plan of Merger, dated as of December 21, 2010 (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into the Company, with the Company surviving the merger as a wholly-owned subsidiary of Buyer (the "Merger");
- B. The Executive is a long-time employee of the Company;
- C. The Company and the Executive desire that, immediately upon the closing of the transactions contemplated by the Merger Agreement (the "Closing"), the Company shall continue to employ the Executive, and the Executive shall continue such employment, on the terms and subject to the conditions set forth herein; and
- D. This Agreement will become effective only if the Closing occurs.

AGREEMENT

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Employment Period. Subject to the provisions for earlier termination hereinafter provided, the Executive's employment hereunder shall be for a term commencing on the Effective Date and ending on the second (2nd) anniversary of the Effective Date (the "Employment Period"). For purposes of this Agreement, "Effective Date" shall mean the "Effective Time" as defined in the Merger Agreement.

2. Terms of Employment.

(a) Position and Duties.

(i) Title; Reporting. During the Employment Period, the Executive shall serve as the Company's [____], reporting to [____], or his or her designee, and shall perform such duties as are usual and customary for such position, including those which the Executive is performing at the date of this Agreement. At the

Company's request, the Executive shall serve the Company and/or its subsidiaries and affiliates in other capacities in addition to the foregoing consistent with the Executive's role as [] of the Company. If the Executive serves in any one or more of such additional capacities during the Employment Period, the Executive's compensation shall not be increased beyond that specified in Section 2(b) hereof.

(ii) Full Business Time. During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled hereunder, the Executive agrees to devote the Executive's full business time and attention to the business and affairs of the Company.

(iii) Location. During the Employment Period, the Executive shall perform the services required by this Agreement at the Company's principal offices located in [], except for travel to other locations as may be necessary to fulfill the Executive's duties and responsibilities hereunder.

(b) Compensation, Benefits, Etc.

(i) Base Salary. During the Employment Period, the Executive shall receive a base salary of \$[] per annum (the "Base Salary"), prorated for any partial year of service. The Base Salary shall be reviewed annually by the Company and the Executive may receive merit increases from time to time in the Company's sole discretion. The Executive shall also be entitled to annual COLA increases at the levels awarded to other senior executives of the Company during the Employment Period. The Base Salary shall be paid in installments in accordance with the Company's applicable payroll practices, as in effect from time to time, but no less often than monthly.

(ii) Bonus. During the Employment Period, the Executive shall be eligible to receive annual bonuses. Bonuses payable (if any) shall be determined by the Company in its sole discretion.

(iii) Savings and Retirement Plans. During the Employment Period, the Executive shall be eligible to participate in such savings and retirement practices, policies and programs, including any pension plan, any post-retirement benefits plan and any 401(k) plan, as the Company may establish from time to time, in each case, to the extent available generally to similarly situated executives of the Company.

(iv) Welfare Benefit Plans. During the Employment Period, the Executive and the Executive's dependents shall be eligible to participate in the welfare benefit plans, practices, policies and programs (including, as applicable, medical, dental, disability, employee life, group life and accidental death insurance plans and programs) maintained by the Company for its similarly situated executives. Notwithstanding any other provisions of this Agreement to the contrary, while the Company has no present intention to terminate any benefit or retirement plan or program, nothing contained in this Agreement shall, or shall be construed to, obligate the Company to adopt or maintain any incentive, savings, retirement, welfare, fringe benefit or other plan(s) or program(s) at any time.

(v) Expenses. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable business expenses incurred by the Executive in accordance with the policies, practices and procedures of the Company provided to similarly situated executives of the Company.

(vi) Paid-Time-Off. During the Employment Period, the Executive shall be entitled to annual paid-time-off in accordance with the plans, policies, programs and practices of the Company applicable to its similarly situated executives, which shall include [____] days of paid-time-off accrued as of the Effective Date, to be used in accordance with applicable Company policy as in effect from time to time.

3. Termination of Employment.

(a) Termination by the Company Without Cause or by the Executive For Good Reason. The Executive's employment may be terminated at any time by the Company, for Cause or without Cause, or by the Executive for any reason, including with or without Good Reason, in any case, in accordance with the terms of this Agreement. Subject to Section 3(e) hereof, if the Executive incurs a "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation Section 1.409A-1(h)) (a "Separation from Service") during the Employment Period (such date, the "Date of Termination") by reason of (1) a termination of the Executive's employment by the Company without Cause or (2) a termination of the Executive's employment by the Executive for Good Reason:

(i) Accrued Obligations. The Executive shall be paid, in a single lump-sum payment on the date of the Executive's termination of employment, the aggregate amount of the Executive's earned but unpaid Base Salary, accrued but unpaid bonus(es) (if any), and accrued but unpaid vacation pay (if any) through the date of such termination (the "Accrued Obligations"), in each case, to the extent not previously paid, in accordance with California law.

(ii) Severance. In addition, subject to Section 3(e) hereof and the Executive's timely execution and non-revocation of a Release (as described below), the Executive (or the Executive's estate or beneficiaries, if applicable) shall be paid an amount equal to the portion of his Base Salary which would, absent the Executive's termination, be paid from the Date of Termination through the expiration of the Employment Period (if any). The Company shall pay any amounts payable under this Section 3(a)(ii) in substantially equal installments in accordance with the Company's normal payroll procedures during the period commencing on the Date of Termination and ending on the last day of the Employment Period; provided, however, that no payments under this Section 3(a)(ii) shall be made prior to the first payroll date occurring on or after the thirtieth (30th) day following the Date of Termination (such payroll date, the "First Payroll Date") (with amounts otherwise payable prior to the First Payroll Date paid on the First Payroll Date without interest thereon).

(iii) COBRA. In addition, subject to Section 3(e) hereof and conditioned upon the Executive's timely execution and non-revocation of a Release, during the period commencing on the Date of Termination and ending on the twelve (12)-

month anniversary of the Date of Termination or, if earlier, the date on which the Executive becomes eligible for coverage under the group health plan of a subsequent employer (of which eligibility the Executive hereby agrees to give prompt notice to the company) (in any case, the “COBRA Period”), subject to the Executive’s valid election to continue healthcare coverage under Section 4980B of the Code and the regulations thereunder, the Company shall continue to provide the Executive and the Executive’s eligible dependants with coverage under its group health plans at the same levels and the same cost to the Executive as would have applied if the Executive’s employment had not been terminated, based on the Executive’s elections in effect on the Date of Termination), provided, however, that (1) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A of the Code under Treasury Regulation Section 1.409A-1(a)(5), or (2) the Company is otherwise unable to continue to cover the Executive under its group health plans, then, in either case, an amount equal to each remaining Company subsidy shall thereafter be paid to the Executive as currently taxable compensation in substantially equal monthly installments over the continuation coverage period (or the remaining portion thereof). For the avoidance of doubt, nothing herein shall limit the Executive’s legal rights under COBRA; however, to the extent that COBRA entitles the Executive (and the Executive’s dependents, if applicable) to healthcare continuation beyond the periods specified in this Section 3.5.3(b), such healthcare continuation shall be at the Executive’s sole expense.

The payments and benefits described in the preceding Sections 3(a)(ii) and (iii) are referred to herein as the “Severance.” Notwithstanding the foregoing, it shall be a condition to the Executive’s right to receive the Severance that the Executive execute and deliver to the Company an effective release of claims in substantially the form attached hereto as Exhibit A (the “Release”) within twenty-one (21) days (or, to the extent required by law, forty-five (45) days) following the Date of Termination and that the Executive (or the Executive’s estate or beneficiaries, if applicable) not revoke such Release during any applicable revocation period.

(b) Cause. For purposes of this Agreement, “Cause” shall mean a termination of employment directly resulting from:

(i) the Board’s good faith determination that the Executive has willfully or repeatedly failed to substantially perform his primary or regular duties or obligations under this Agreement or under written policies of the Company (other than any such willful failure resulting from the Executive’s permanent disability), and that such failure has resulted or is reasonably expected to result in material and demonstrable harm to the Company or any of its affiliates (provided, that, to the extent such failure can be fully cured, the Company shall have provided the Executive with at least 30 days’ notice of such failure and the Executive shall not have remedied the failure within the 30-day period);

(ii) the Executive having engaged in misconduct that caused or would have caused, if the Company did not intervene, a violation by the Company or any of its affiliates of any applicable law;

(iii) the Executive having engaged in a theft of corporate funds or corporate assets or in a material act of fraud upon the Company;

(iv) an act of personal dishonesty taken by the Executive that was intended to result in personal enrichment of the Executive at the expense of the Company;

(v) the Executive's repeated failure to meet performance objectives as mutually agreed with the Board from time-to-time provided, however, that the Executive shall have received two written warnings by the Board, the first of which specifies each area of Executive's failure, a time-frame and plan for correction of such failures that has been determined by the Board in consultation with the Executive, and the second of which coming after Executive's failure to accomplish such remedial measures derived after the first notice;

(vi) the Executive's use of illegal drugs;

(vii) the Executive's commission (including without limitation, as evidenced by the entry of a plea of nolo contendere or equivalent plea in a court of competent jurisdiction) of a felony or other crime involving dishonesty; or

(viii) a material breach by the Executive of the provisions of this Agreement.

(c) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any one or more of the following events, in any case, without the Executive's prior written consent:

(i) the material diminution of the Executive's authority, duties, responsibilities or title;

(ii) a reduction in the Executive's Base Salary other than as part of a Company-wide expense reduction; or

(iii) the Company's material breach of this Agreement.

Notwithstanding the foregoing, the Executive will not be deemed to have resigned for Good Reason unless (1) the Executive gives the Company written notice setting forth in reasonable detail the facts and circumstances claimed by the Executive to constitute Good Reason within sixty (60) days after the date of the occurrence of the event(s) that the Executive believes constitutes Good Reason; (2) the Company fails to cure such acts or omissions within sixty (60) days following its receipt of such notice, and (3) the effective date of the Executive's termination for Good Reason occurs no later than thirty (30) days after the expiration of the Company's cure period.

(d) Other Terminations. If the Executive's employment is terminated for Cause, by the Executive voluntarily or for any other reason not described in Section 3(a) above, the Company shall pay to the Executive the Accrued Obligations in cash in a single lump-sum

payment on the date of the Executive's termination of employment, in accordance with California law.

(e) Six-Month Delay. Notwithstanding anything to the contrary in this Agreement, no compensation or benefits, including without limitation any Severance payable under Section 3 hereof, shall be paid to the Executive during the six (6)-month period following the Executive's "separation from service" (within the meaning of Section 409A(a)(2)(A)(i) of the Code) if the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Section 409A of the Code without resulting in a prohibited distribution, including as a result of the Executive's death), the Company shall pay the Executive a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Executive during such period.

(f) Termination of Offices and Directorships; Full Settlement. Upon termination of the Executive's employment for any reason, unless otherwise specified in a written agreement between the Executive and the Company, the Executive shall be deemed to have resigned from all offices, directorships, and other employment positions then held with the Company, if any, and shall take all actions reasonably requested by the Company to effectuate the foregoing. Except as expressly provided in this Agreement, the Company shall have no further obligations, and the Executive shall have no further rights or entitlements, in connection with the Executive's termination of employment; provided, however, that nothing herein shall affect the rights of the Executive to indemnification under the Company's charter documents or pursuant to any indemnification agreement between Executive and the Company, as pursuant to Section 2802 of the California Labor Code, if applicable.

(g) Indemnification Agreement. The Company acknowledges that the Executive is currently a party to an indemnification agreement with the Company, dated as of [____], and agrees to perform its obligations as required in accordance with the terms and conditions of such agreement.

4. Effectiveness. This Agreement shall become effective upon Closing. Notwithstanding anything contained herein, in the event that the Closing otherwise does not occur for any reason, this Agreement shall automatically, and without notice, terminate without any obligation due to the other party and the provisions of this Agreement shall be of no force or effect.

5. Confidential Information and Non-Solicitation. The Executive hereby acknowledges that, concurrent with the execution of this Agreement, the Executive has entered into an agreement with the Company containing confidentiality, non-solicitation and other protective covenants (the "Confidentiality Agreement"), and that the Executive shall remain bound by the terms and conditions of the Confidentiality Agreement.

6. Representations. The Executive hereby represents and warrants to the Company that (a) the Executive is entering into this Agreement voluntarily and that the performance of the Executive's obligations hereunder will not violate any agreement between the

Executive and any other person, firm, organization or other entity, and (b) the Executive is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by the Executive's entering into this Agreement and/or providing services to the Company pursuant to the terms of this Agreement.

7. Successors. This Agreement is personal to the Executive and, without the prior written consent of the Company, shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes this Agreement by operation of law, or otherwise.

8. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws thereof. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

(b) Notices. All notices, demands, requests, consents, statements, satisfactions, waivers, designations, refusals, confirmations, denials and other communications that may be required or otherwise provided for or contemplated hereunder shall be in writing and shall be deemed to be properly given and received (a) upon delivery, if delivered in person or by e-mail or facsimile transmission with receipt acknowledged, (b) one business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as provided below (or sent to such other address as one party hereto may specify to the other(s) in writing in accordance herewith):

If to the Executive: at the Executive's most recent address on the records of the Company.

If to the Company:

Park Water Company
9750 Washburn Road
Downey, CA 90241-7002
Attention: _____

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) Section 409A of the Code.

(i) General. To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder ("Section 409A"). Notwithstanding any provision of this Agreement to the contrary, if the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are necessary or appropriate to avoid the imposition of taxes under Section 409A, including without limitation, actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (ii) comply with the requirements of Section 409A; provided, however, that this Section 8(c) shall not create an obligation on the part of the Company to adopt any such amendment, policy or procedure or take any such other action, nor shall the Company have any liability for failing to do so.

(ii) Separate Payments. Any right to a series of installment payments pursuant to this Agreement is to be treated as a right to a series of separate payments. To the extent permitted under Section 409A, any separate payment or benefit under this Agreement or otherwise shall not be deemed "nonqualified deferred compensation" subject to Section 409A to the extent provided in the exceptions in Treasury Regulation Section 1.409A-1(b)(4), Section 1.409A-1(b)(9) or any other applicable exception or provision of Section 409A.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(e) Withholding. The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(f) No Waiver. The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(g) Entire Agreement. As of the Effective Date, this Agreement, together with the Confidentiality Agreement, constitutes the final, complete and exclusive agreement between the Executive and the Company with respect to the subject matter hereof and replaces and supersedes any and all other agreements, offers or promises, whether oral or written, by any member of the Company and its subsidiaries and affiliates, or representative thereof. Unless otherwise set forth in this Agreement, the Executive agrees that all prior agreements between the Company and the Executive shall be terminated and will be of no further force or effect from and after the Effective Date.

(h) Amendment. No amendment or other modification of this Agreement shall be effective unless made in writing and signed by the parties hereto.

(i) Interpretation; Construction. The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. The Executive and the Company acknowledge that each of the Executive and the Company and their respective counsel have reviewed, or had an opportunity to review, this Agreement, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(j) Counterparts. This Agreement and any agreement referenced herein may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from the Board, the Company has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

Park Water Company,
a California corporation

By: _____

Name:

Title:

EXECUTIVE

[]

EXHIBIT A

GENERAL RELEASE

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned does hereby release and forever discharge the "Releasees" hereunder, consisting of Park Water Company, a California corporation (the "Company") and each of its partners, subsidiaries, associates, parents, subsidiaries, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys' fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the employment or termination of employment of the undersigned by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasees' right to terminate the employment of the undersigned; and any alleged violation of any federal, state or local statute or ordinance including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act, the Americans With Disabilities Act, and the California Fair Employment and Housing Act. Notwithstanding the foregoing, this general release (the "Release") shall not operate to release any rights or claims of the undersigned (i) to payments or benefits under Section 3(a) of that certain Employment Agreement, dated as of [____], 2011, between the Company and the undersigned (the "Employment Agreement"), (ii) to accrued or vested benefits the undersigned may have, if any, as of the date hereof under any applicable plan, policy, practice, program, contract or agreement with the Company, or (iii) to any Claims, including claims for indemnification and/or advancement of expenses, arising under any indemnification agreement between the undersigned and the Company or under the bylaws, certificate of incorporation or other similar governing document of the Company.

THE UNDERSIGNED ACKNOWLEDGES THAT THE EXECUTIVE HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS THE EXECUTIVE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

IN ACCORDANCE WITH THE OLDER WORKERS BENEFIT PROTECTION ACT OF 1990, THE UNDERSIGNED IS HEREBY ADVISED AS FOLLOWS:

(A) THE EXECUTIVE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE;

(B) THE EXECUTIVE HAS TWENTY-ONE (21) DAYS TO CONSIDER THIS RELEASE BEFORE SIGNING IT; AND

(C) THE EXECUTIVE HAS SEVEN (7) DAYS AFTER SIGNING THIS RELEASE TO REVOKE THIS RELEASE, AND THIS RELEASE WILL BECOME EFFECTIVE UPON THE EXPIRATION OF THAT REVOCATION PERIOD.

The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any Claim which the Executive may have against Releasees, or any of them, and the undersigned agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys' fees incurred by Releasees, or any of them, as the result of any such assignment or transfer or any rights or Claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against the undersigned under this indemnity.

The undersigned agrees that if the Executive hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned agrees to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit or Claim.

The undersigned further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees, or any of them, who have consistently taken the position that they have no liability whatsoever to the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this Release this ____ day of _____, ____.

[]

EXHIBIT F-3

Form of Wheeler Employment Agreement

FORM OF
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of [____], 2011, is entered into by and between Park Water Company, a California corporation (the "Company") and [____] (the "Employee").

RECITALS

- A. The Company, Western Water Holdings, LLC, a Delaware limited liability company ("Buyer"), PWC Merger Sub, Inc., a California corporation ("Merger Sub") and certain other parties have entered into that certain Agreement and Plan of Merger, dated as of December 21, 2010 (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into the Company, with the Company surviving the merger as a wholly-owned subsidiary of Parent (the "Merger");
- B. The Employee is a long time employee of the Company and provides institutional knowledge regarding various aspects of the Company's history and operations which Parent considers important and valuable in connection with the transition of ownership that will result from the Merger.
- C. The Company and the Employee desire that, immediately upon the closing of the transactions contemplated by the Merger Agreement (the "Closing"), the Company shall continue to employ the Employee, on the terms and subject to the conditions set forth herein; and
- D. This Agreement will become effective only if the Closing occurs.

AGREEMENT

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Employment Period. Subject to the provisions for earlier termination hereinafter provided, the Employee's employment hereunder shall be for a term commencing on the Effective Date and ending on the later to occur of (i) the thirtieth (30th) day following the Employee's sixty-second (62nd) birthday or (ii) the date on which the Employee becomes eligible to receive medical benefits as a participant in the Park Water Company Retirement Plan for Company Employees currently in effect, or any successor plan (the "Plan"). This term shall constitute the "Employment Period". For purposes of this Agreement, "Effective Date" shall mean the "Effective Time" as defined in the Merger Agreement.

2. Terms of Employment.

(a) Duties.

(i) Reporting; Duties. During the Employment Period, the Employee shall report to the chief executive officer of the Company (or his or her designee), and shall perform such services and special projects on behalf of the Company as may be requested from time-to-time by him or her.

(ii) Location. During the Employment Period, the Employee shall perform the services required by this Agreement at the Company's principal offices located in Downey, California, except for travel to other locations as may be necessary to fulfill the Employee's duties and responsibilities hereunder.

(b) Compensation, Benefits, Etc.

(i) Base Salary. During the Employment Period, the Employee shall receive a base salary of \$50,000 per annum (the "Base Salary"), pro rated for any partial year of service. The Base Salary shall be paid in installments in accordance with the Company's applicable payroll practices, as in effect from time to time, but no less often than monthly.

(ii) Retirement and Welfare Benefit Plans. During the Employment Period, the Employee and the Employee's dependents shall be eligible to participate in the retirement and welfare benefit plans, practices, policies and programs (including, as applicable, medical, dental, disability, employee life, group life and accidental death insurance plans and programs) maintained by the Company for its similarly situated employees.

(iii) Expenses. During the Employment Period, the Employee shall be entitled to receive prompt reimbursement for all reasonable business expenses incurred by the Employee in accordance with the policies, practices and procedures of the Company provided to similarly situated employees of the Company. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained in this Agreement shall, or shall be construed to, obligate the Company to adopt or maintain any incentive, savings, retirement, welfare, fringe benefit or other plan(s) or program(s) at any time.

(iv) Paid-Time-Off. During the Employment Period, the Employee shall be entitled to annual paid-time-off in accordance with the plans, policies, programs and practices of the Company applicable to its similarly situated employees.

3. Termination of Employment. The Employee's employment may be terminated by the Employee at any time upon delivery of written notice to the Company in accordance with Section 9(b) below at least fifteen (15) days in advance of the effective date of termination. The Company may only terminate this Agreement and the Employee's employment upon the occurrence of any one or more of the following events, which shall constitute termination of the Employee for "Cause":

(a) the Employee's interference with the business or operations of the Company;

- (b) the Employee's commission of an act of fraud, dishonesty or embezzlement in the performance of the Employee's duties;
- (c) the Employee's commission of, or entry by the Employee of a guilty or no contest plea to, a felony or other crime involving moral turpitude;
- (d) a material breach by the Employee of the Employee's fiduciary duty to the Company, or gross negligence or willful misconduct by the Employee in the performance of the Employee's duties with the Company;
- (e) the Employee's material breach of this Agreement; or
- (f) the Employee's willful and continued violation of any of the Company's written policies or procedures.

4. Termination Payments. Upon the Employee's termination of employment with the Company, the Employee shall be paid, in a single lump-sum payment on the date of such termination of employment, the aggregate amount of the Employee's earned but unpaid Base Salary and accrued but unpaid paid-time-off (if any) through the date of such termination, in each case, to the extent not previously paid.

5. Termination of Offices and Directorships; Full Settlement. Upon termination of the Employee's employment, unless otherwise specified in a written agreement between the Employee and the Company, the Employee shall be deemed to have resigned from all offices, directorships, and other employment positions then held with the Company, if any, and shall take all actions reasonably requested by the Company to effectuate the foregoing. Except as expressly provided in this Agreement, the Company shall have no further obligations, and the Employee shall have no further rights or entitlements, in connection with the Employee's termination of employment.

6. Indemnification Agreement. The Company acknowledges that the Employee is currently a party to an indemnification agreement with the Company, dated as of [____], and agrees to perform its obligations as required in accordance with the terms and conditions of such agreement.

7. Anti-Disparagement. Following the Employee's termination of employment with the Company, Employee agrees that he/she will not defame, disparage, or make derogatory statements, directly or indirectly, in any forum, about or concerning the Company, or any of its officers, directors, shareholders or affiliates.

8. Effectiveness. This Agreement shall become effective upon Closing. Notwithstanding anything contained herein, in the event that the Closing does not occur for any reason, this Agreement shall automatically, and without notice, terminate without any obligation due to the other party and the provisions of this Agreement shall be of no force or effect. As of the Effective Date of this Agreement, the Employee shall be deemed to have resigned from all other offices, directorships and other employment positions held with the Company on or prior to the Effective Date and shall take all actions reasonably requested by the Company to effectuate the foregoing.

9. Confidential Information and Non-Solicitation. The Employee hereby acknowledges that the Employee has agreed to certain confidentiality requirements as set forth in the Merger Agreement, and that the Employee is and shall remain bound by the terms and conditions of the Merger Agreement.

10. Representations. The Employee hereby represents and warrants to the Company that (a) the Employee is entering into this Agreement voluntarily and that the performance of the Employee's obligations hereunder will not violate any agreement between the Employee and any other person, firm, organization or other entity, and (b) the Employee is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by the Employee's entering into this Agreement and/or providing services to the Company pursuant to the terms of this Agreement.

11. Successors. This Agreement is personal to the Employee and, without the prior written consent of the Company, shall not be assignable by the Employee otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

12. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws thereof. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

(b) Notices. All notices, demands, requests, consents, statements, satisfactions, waivers, designations, refusals, confirmations, denials and other communications that may be required or otherwise provided for or contemplated hereunder shall be in writing and shall be deemed to be properly given and received (a) upon delivery, if delivered in person or by e-mail or facsimile transmission with receipt acknowledged, (b) one business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as provided below (or sent to such other address as one party hereto may specify to the other(s) in writing in accordance herewith):

If to the Employee: at the Employee's most recent address on the records of the Company.

If to the Company:

Park Water Company

9750 Washburn Road
Downey, CA 90241-7002
Attention: Chief Executive Officer

with a copy (which shall not constitute notice) to:

Carlyle Investment Management L.L.C.
1001 Pennsylvania Avenue, NW
Washington DC, 20004-2505
Attn: Robert Dove

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) Section 409A of the Code.

(i) General. To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of this Agreement to the contrary, if the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A of the Code and related Department of Treasury guidance, the Company may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are necessary or appropriate to avoid the imposition of taxes under Section 409A of the Code, including without limitation, actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A of the Code, and/or (ii) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance; provided, however, that this Section 9(c) shall not create an obligation on the part of the Company to adopt any such amendment, policy or procedure or take any such other action, nor shall the Company have any liability for failing to do so.

(ii) Separate Payments. Any right to a series of installment payments pursuant to this Agreement is to be treated as a right to a series of separate payments. To the extent permitted under Section 409A of the Code, any separate payment or benefit under this Agreement or otherwise shall not be deemed "nonqualified deferred compensation" subject to Section 409A of the Code and Section 3(e) hereof to the extent provided in the exceptions in Treasury Regulation Section 1.409A-1(b)(4), Section 1.409A-1(b)(9) or any other applicable exception or provision of Section 409A of the Code.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(e) Withholding. The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(f) No Waiver. The Employee's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Employee or the Company may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(g) Entire Agreement. As of the Effective Date, this Agreement, together with the Confidentiality Agreement, constitutes the final, complete and exclusive agreement between the Employee and the Company with respect to the subject matter hereof and replaces and supersedes any and all other agreements, offers or promises, whether oral or written, by any member of the Company and its subsidiaries and affiliates, or representative thereof. [The Employee agrees that the Employment Agreement dated as of [____], between the Company and the Employee shall be terminated and will be of no further force or effect from and after the Effective Date.]¹

(h) Amendment. No amendment or other modification of this Agreement shall be effective unless made in writing and signed by the parties hereto.

(i) Counterparts. This Agreement and any agreement referenced herein may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

¹ Include if the Employee is currently covered by an employment agreement.

IN WITNESS WHEREOF, the Employee has hereunto set the Employee's hand and, pursuant to the authorization from the Board, the Company has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

Park Water Company,
a California corporation

By: _____

Name:

Title:

EMPLOYEE

[]

EXHIBIT F-4

Form of Consulting Agreement

FORM OF CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "**Agreement**"), dated as of [____], 2011, is entered into by and between Park Water Company, a California corporation (the "**Company**"), and Henry H. Wheeler, Jr. ("**Consultant**").

RECITALS

- A. The Company, Western Water Holdings, LLC, a Delaware limited liability company ("**Buyer**"), PWC Merger Sub, Inc., a California corporation ("**Merger Sub**") and certain other parties have entered into that certain Agreement and Plan of Merger, dated December 21, 2010 (the "**Merger Agreement**"), pursuant to which Merger Sub will merge with and into the Company, with the Company surviving the merger as a wholly-owned subsidiary of Parent (the "**Merger**");
- B. In connection with the closing of the transactions contemplated by the Merger Agreement (the "**Closing**"), beginning on the date of the Closing, the Company shall engage Consultant to provide services to the Company on the terms and subject to the conditions set forth herein; and
- C. This Agreement will become effective only if the Closing occurs.

AGREEMENT

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **SERVICES.** Consultant shall provide the consulting services specified on Exhibit A hereto and such other services as reasonably requested by the Company at times and locations mutually agreed to by Company and Consultant (the "**Services**"). In addition to the Services, during the Consulting Period, if elected by the Company's shareholders to serve on the Company's Board of Directors (the "**Board**"), Consultant shall serve as a member of the Board.
- 2. **TERM.** This Agreement shall take effect on the Effective Date and shall continue through the first anniversary of the Effective Date, unless earlier terminated as provided for herein (the "**Consulting Period**"). For the purposes of this Agreement, "Effective Date" shall mean the "Closing Date" as defined in the Merger Agreement. Upon the expiration of the Consulting Period, the Company may, at its sole discretion, elect to extend the Consulting Period on such terms and conditions as the parties may agree in writing.
- 3. **FEES.**
 - a. Fees. In respect of the Services to be provided hereunder, the Company shall pay Consultant a one-time fee of \$100,000 (the "**Consulting Fee**") for Services to be

provided during the Consulting Period at such time or times as are reasonably requested by the Company. The Consulting Fee shall be paid in substantially equal installments over the course of the Consulting Period, as determined by the Company, subject to Consultant's continued availability and provision of the Services. In addition to the Consulting Fee, the Company shall pay to Consultant a fee equal to \$25,000 for his service on the Company's Board of Directors (the "**Board Fee**") during the Consulting Period, payable at such time or times as annual board fees are paid generally to the Company's Board members during the Consulting Period, subject to Consultant's continued service on the Board during the Consulting Period.

- b. Reports. Consultant will report to the Chairman of the Board (or his or her designee) and will be required to submit to such person progress reports of work status as reasonably requested by the Company. The progress reports shall include a description of Consultant's progress on the completion of the assigned duties/projects, a time-line/schedule, a statement of all problems (if any) concerning the progress of the work and such other information as the Company may reasonably request.
 - c. Audit Right. The Company shall have the right, upon reasonable notice to Consultant, during the Consulting Period and for a period of one year following the termination of this Agreement for any reason, to audit any and all Consultant records substantiating any expenses and other disbursements paid in connection with Consultant's provision of the Services and/or membership on the Board pursuant to this Agreement. Consultant hereby agrees to maintain accurate and complete records with regard to the foregoing during the Consulting Period and for a period of at least one year following the termination of this Agreement.
 - d. Taxes. Consultant shall be solely responsible for all taxes arising in connection with any fees or other compensation paid to Consultant under this Agreement, including without limitation all such income and employment taxes.
4. **BUSINESS EXPENSES**. The Company shall, in accordance with applicable Company policy or otherwise with the Company's prior written approval, reimburse Consultant for reasonable expenses incurred in his performance of the Services, such as travel, lodging, long-distance telephone and meal expenses, subject to proper substantiation of such expenses in accordance with applicable Company policy. In no event shall the Company reimburse expenses associated with travel to and from the Company's principal offices.
5. **TERMINATION**. This Agreement, the Consulting Period and the consulting relationship established hereby may be terminated by either party at any time upon delivery of written notice in accordance with Section 11 below at least sixty (60) days in advance of the effective date of termination to the other party. Notwithstanding the foregoing, the Company may terminate this Agreement, the Consulting Period and the consulting relationship established hereby immediately upon the occurrence of any one or more of the following events:

- a. the Board's good faith determination that the Consultant failed to substantially perform his duties with the Company; provided, however, that to the extent such failure can be fully cured, the Company has provided the Consultant with written notice of the facts and circumstances claimed by the Board to constitute such failure and the Consultant has failed to cure such acts or omissions within thirty (30) days following the receipt of such notice;
- b. Consultant's commission of an act of fraud, dishonesty, or embezzlement in the performance of his duties;
- c. Consultant's commission of, or entry by Consultant of a guilty or no contest plea to, a felony or other crime involving moral turpitude;
- d. a material breach by Consultant of Consultant's fiduciary duty to the Company, or gross negligence or willful misconduct by the Consultant in the performance of Consultant's duties with the Company;
- e. Consultant's material breach of this Agreement; or
- f. Consultant's willful and continued violation of any of the Company's applicable written policies or procedures.

6. NON-COMPETITION, CONFIDENTIAL INFORMATION AND NON-SOLICITATION AGREEMENT. Without limiting the generality of any other agreement, Consultant hereby acknowledges that Consultant is bound by certain non-competition, confidentiality and non-solicitation requirements under the Merger Agreement and that Consultant shall remain bound by such obligations in accordance with their terms, notwithstanding the existence, modification or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The Company and Consultant expressly agree that Consultant is solely an independent contractor and neither Consultant nor any principal, employee or contractor of Consultant shall be construed to be an employee of the Company in any matter under any circumstances or for any purposes whatsoever. The Company shall not pay, on the account of Consultant or any principal, employee or contractor of Consultant, any unemployment tax or other taxes required under the law to be paid with respect to employees and shall not withhold any monies from the fees payable pursuant to this Agreement for income or employment tax purposes. During the Consulting Period, the Company shall not provide Consultant or any principal, employee or contractor of Consultant with, and no such individual shall be eligible to receive from the Company under any Company plan, any benefits, including without limitation, any pension, health, welfare, retirement, workers' compensation or other insurance benefits. Consultant and the Company hereby agree and acknowledge that this Agreement does not impose any obligation on the Company to offer employment to Consultant at any time.

8. NO ASSIGNMENT. This Agreement and the rights and duties hereunder are personal to Consultant and shall not be assigned, delegated, transferred or pledged by Consultant

without the prior written consent of the Company. Consultant hereby acknowledges and agrees that the Company may assign, delegate, transfer, pledge or sell this Agreement and the rights and duties hereunder (a) to an affiliate of the Company or (b) to any third party in connection with (i) the sale of all or substantially all of the assets of the Company or (ii) a merger, consolidation or other similar corporate transaction involving the Company. This Agreement shall inure to the benefit of and be enforceable by the parties hereto, and their respective heirs, personal representatives, successors and assigns.

9. REPRESENTATIONS.

- a. No Violation of Other Agreements. Consultant hereby represents and warrants to the Company that (i) Consultant is entering into this Agreement voluntarily and that the performance of Consultant's obligations hereunder will not violate any agreement between Consultant and any other person, firm, organization or other entity, and (ii) Consultant is not bound by the terms of any agreement with any current or previous employer or other party to refrain from competing, directly or indirectly, with the business of any such employer or other party that would be violated by Consultant's entering into this Agreement and/or providing the Services pursuant to this Agreement.
- b. Proprietary Information. Consultant hereby represents that (i) Consultant's performance of Consultant's duties under this Agreement will not require Consultant to, and Consultant shall not, rely on in the performance of the Services or disclose to the Company or any other person or entity or induce the Company in any way to use or rely on any trade secret or other confidential or proprietary information or material belonging to any other party; (ii) neither the services that Consultant provides nor the information or materials that Consultant develops for or discloses to the Company, shall be based in any way upon confidential and/or proprietary information derived from any source other than the Company, unless Consultant is specifically authorized in writing by such source to disclose and use such confidential and/or proprietary information; and (iii) Consultant will not disclose to the Company, or induce the Company to use or disclose, any confidential and/or proprietary information or material belonging to others, except with the written permission of the owner of such information or material.

- 10. INDEMNIFICATION.** If the Company or its officers, directors, employees or agents incur any liability or expense as a result of any claim that any of the above representations and warranties are not true or have been breached, Consultant shall indemnify the Company, its officers, directors, employees and agents and hold each of them harmless against all such liability or expense, including reasonable attorneys' fees. The Company shall indemnify Consultant, whether or not then serving as a Consultant to or as a Director of the Company to the fullest extent provided for in the Company's Articles of Incorporation or Bylaws as in effect from time to time or permitted under the laws of California against all third party claims and all costs, litigation and expenses, including reasonable attorneys' fees relating thereto, arising out of or relating to Consultant's services as a consultant or Director, but excluding any costs, litigation and/or expenses

(including attorney's fees) relating to any dispute between the Company or its affiliates and Consultant.

- 11. NOTICES.** All notices, demands, requests, consents, statements, satisfactions, waivers, designations, refusals, confirmations, denials and other communications that may be required or otherwise provided for or contemplated hereunder shall be in writing and shall be deemed to be properly given and received (a) upon delivery, if delivered in person or by e-mail or facsimile transmission with receipt acknowledged, (b) one business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as provided below (or sent to such other address as one party hereto may specify to the other(s) in writing in accordance herewith):

If to Consultant:

Mr. Henry H. Wheeler, Jr.
c/o Nyri Wheeler
21031 Manessa Circle
Huntington Beach, CA 92646-7414

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

- 12. EFFECTIVENESS.** This Agreement shall become effective at the Closing. Notwithstanding anything contained herein, in the event that the Merger Agreement is terminated in accordance with its terms or that the Closing otherwise does not occur for any reason, this Agreement shall automatically, and without notice, terminate without any obligation due to the other party and the provisions of this Agreement shall be of no force or effect.

13. MISCELLANEOUS.

a. Applicable Law. This Agreement and any dispute arising under or relating to any provision of this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of laws principle that would result in the application of the law of any jurisdiction other than the State of California.

b. Amendment. This Agreement shall not be amended other than by a written instrument executed by the parties hereto.

c. No Sub-Contracting. Consultant may not subcontract any or all of the Services to be provided under this Agreement without the prior written consent of Company.

d. No Authority to Bind the Company. Consultant shall have no authority to, and Consultant shall not, (i) enter into any contract or agreement on behalf of the Company or otherwise bind or commit the Company or, (ii) except as expressly provided in Section 4 above, incur any expense or liability on behalf of the Company.

e. Invalidity of Provision. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision is held invalid by a court with jurisdiction over the parties to the Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

f. Construction. The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties hereto and not in favor or against either party by the rule of construction abovementioned. In construing this Agreement, no meaning of effect shall be given to the captions of the sections in this Agreement, which are inserted for convenience of reference only.

g. Entire Agreement. This Agreement, together with the applicable terms of the Merger Agreement, constitutes the entire understanding among the parties hereto concerning the subject matter addressed herein and supersedes any prior understandings and agreements, whether written or oral, which shall be terminated and will be of no further force or effect from and after the Effective Date. All previous and contemporaneous discussions, promises, representations and understandings between Consultant and the Company related to the terms and conditions of this Agreement, if any, have been merged into this document.

h. No Waiver. No failure on the part of either Consultant or the Company to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

i. Counterparts. This Agreement may be executed simultaneously in counterparts, any one of which need not contain the signature of more than one party but all such counterparts taken together will constitute one and the same agreement.

14. ACKNOWLEDGEMENT. Consultant hereby acknowledges (i) that Consultant has consulted with or has had the opportunity to consult with independent counsel of Consultant's own choice concerning this Agreement, and has been advised to do so by the Company, and (ii) that Consultant has read and understands this Agreement, is fully aware of its legal effect, and has entered into it freely based on Consultant's own judgment.

IN WITNESS WHEREOF, Consultant has hereunto set Consultant's hand and, pursuant to the authorization from the Board, the Company has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

**PARK WATER COMPANY,
a California corporation**

By: _____
Its: _____

CONSULTANT

Henry H. Wheeler, Jr.

EXHIBIT A

[DESCRIPTION OF SERVICES]¹

¹ TBD.

DISCLOSURE SCHEDULES

AGREEMENT AND PLAN OF MERGER

These Disclosure Schedules, dated as of December 21, 2010, are made by and among (i) Western Water Holdings, LLC, a Delaware limited liability company ("Buyer"), (ii) PWC Merger Sub, Inc., a California corporation ("Merger Sub"), (iii) Park Water Company, a California corporation (the "Company"), (iv) the Shareholders listed on Annex A to the Merger Agreement (the "Controlling Shareholders") and (v) Henry H. Wheeler, Jr., in his capacity as representative of the Shareholders (the "Shareholder Representative") and as part of that certain Agreement and Plan of Merger, dated as of the date hereof, by and among the Buyer, Merger Sub, the Company, the Controlling Shareholders and the Shareholder Representative (the "Merger Agreement")

All references to section numbers, unless otherwise indicated, are to sections of the Agreement. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

Any disclosure made in any particular schedule included in these Schedules shall be deemed made for any other schedules herein if the relevance of the disclosure to the other schedule is reasonably apparent.

The parties to the Agreement acknowledge that these Schedules, together with any updates or Notices of Change made in accordance with the Merger Agreement, constitute a part of the Agreement and are subject to the provisions thereof.

SCHEDULE 1.5

Initial Directors and Officers of the Surviving Corporation

Directors

Robert Dove

Barry Gold

Bryan Lin

Henry H. Wheeler, Jr.

Officers

Christopher Schilling- Chief Executive Officer

All other existing officers of the Company shall remain officers of the Surviving Corporation in their current offices as of the date of the Agreement, other than Henry H. Wheeler, Jr., Henry H, Wheeler, III, and Nyri A. Wheeler, who shall cease to be officers of the Company following the Effective Time.

SCHEDULE 3.3

Consents, Approvals, Authorizations and Permits

1. Amended and Restated Stock Purchase Agreement of Park Water Company, dated November 7, 2002, by and between Park Water Company (the "Company") and Henry H. Wheeler, Jr., individually and in his capacity as Trustee of the Henry Hugh Wheeler Jr. Trust, Henry H. Wheeler, III, Nyri Wheeler-Lewis, Charles B. Wheeler, Henry H. Wheeler, IV, Jeremy H.T. Wheeler, Tyler E. Stolzenburg, Jesse C. Stolzenburg and Max Charles Wheeler, and their respective spouses, if any.

SCHEDULE 3.4

Pending Litigation

None.

SCHEDULE 4.2(a)**Company Common Stock**

1. Authorized shares of Company Common Stock – 80,000 shares of Company Common Stock, par value \$25.00 per share.
2. Number of Issued and Outstanding shares of Company Common Stock – 24,415.64 shares of Company Common Stock.
3. List of Shareholders:
 - ✓ a. Henry H. Wheeler, Jr. (as trustee of the Henry H. Wheeler, Jr. Trust, as amended) (separate property) – 3,057 shares of Company Common Stock.
 - ✓ b. Henry H. Wheeler, Jr. (as trustee of the Henry H. Wheeler, Jr. Trust, as amended) (community property) – 16,474.86 shares of Company Common Stock.
 - ✓ c. Nyri A. Wheeler – 1,393.50 shares of Company Common Stock.
 - ✓ d. Henry H. Wheeler III – 1,393.50 shares of Company Common Stock. } 337.76
 - ✓ e. Nyri A. Wheeler as Guardian of the person and estate of Max Charles Wheeler – 1,056.04 shares of Company Common Stock. ✓
 - ✓ f. Henry H. Wheeler III as Custodian for Henry H. Wheeler IV – 188.86 shares of Company Common Stock. } 19.72
 - ✓ g. Henry H. Wheeler III as Custodian for Jeremy Wheeler – 188.86 shares of Company Common Stock. } 19.72
 - ✓ h. Nyri A. Wheeler as Custodian for Tyler E. Stolzenburg – 188.86 shares of Company Common Stock.
 - ✓ i. Nyri A. Wheeler as Custodian for Jesse C. Stolzenburg – 188.86 shares of Company Common Stock. } 19.72
 - ✓ j. Nyri A. Wheeler as Custodian for Max Charles Wheeler – 118.36 shares of Company Common Stock. } 19.72
 - k. Shellwater & Co., c/o State Street Bank & Trust Co., as transfer agent for Regents of the University of California – 166.94 shares of Company Common Stock.

Description	Debtor	Principal Amount outstanding as of 11/30/10	Creditor	Maturity Date	Collateral, if any
8.82% Bonds issued under Seventh Supplemental Indenture	Park Water Company	\$500,000	The State Life Insurance Company	06/01/20	All property, real and personal and mixed, now owned or hereafter acquired or to be acquired by the Company pursuant to the terms of the Indenture, including the Company's equity ownership in Apple Valley Ranchos Water Co. and Mountain Water Company.
8.82% Bonds issued under Seventh Supplemental Indenture	Park Water Company	\$500,000	Pioneer Mutual Life Insurance Company	06/01/20	All property, real and personal and mixed, now owned or hereafter acquired or to be acquired by the Company pursuant to the terms of the Indenture, including the Company's equity ownership in Apple Valley Ranchos Water Co. and Mountain Water Company.
5.99% Bonds issued under Tenth Supplemental Indenture	Park Water Company	\$12,000,000	Pacific Life Insurance Company	01/27/36	All property, real and personal and mixed, now owned or hereafter acquired or to be acquired by the Company pursuant to the terms of the Indenture, including the Company's equity ownership in Apple Valley Ranchos Water Co. and Mountain Water Company.

Description	Debtor	Principal Amount outstanding as of 11/30/10	Creditor	Maturity Date	Collateral, if any
5.99% Bonds issued under Tenth Supplemental Indenture	Park Water Company	\$3,000,000	Pacific Life & Annuity Insurance Company	01/27/36	All property, real and personal and mixed, now owned or hereafter acquired or to be acquired by the Company pursuant to the terms of the Indenture, including the Company's equity ownership in Apple Valley Ranchos Water Co. and Mountain Water Company.
7.56% Bonds issued under Eleventh Supplemental Indenture	Park Water Company	\$8,000,000	American United Life Insurance Company	10/06/33	All property, real and personal and mixed, now owned or hereafter acquired or to be acquired by the Company pursuant to the terms of the Indenture, including the Company's equity ownership in Apple Valley Ranchos Water Co. and Mountain Water Company.
7.56% Bonds issued under Eleventh Supplemental Indenture	Park Water Company	\$1,500,000	The State Life Insurance Company	10/06/33	All property, real and personal and mixed, now owned or hereafter acquired or to be acquired by the Company pursuant to the terms of the Indenture, including the Company's equity ownership in Apple Valley Ranchos Water Co. and Mountain Water Company.

Description	Debtor	Principal Amount outstanding as of 11/30/10	Creditor	Maturity Date	Collateral, if any
7.56% Bonds issued under Eleventh Supplemental Indenture	Park Water Company	\$500,000	Pioneer Mutual Life Insurance Company	10/06/33	All property, real and personal and mixed, now owned or hereafter acquired or to be acquired by the Company pursuant to the terms of the Indenture, including the Company's equity ownership in Apple Valley Ranchos Water Co. and Mountain Water Company.
7.65% Bonds issued under Twelfth Supplemental Indenture	Park Water Company	\$7,000,000	Pacific Life Insurance Company	10/06/38	All property, real and personal and mixed, now owned or hereafter acquired or to be acquired by the Company pursuant to the terms of the Indenture, including the Company's equity ownership in Apple Valley Ranchos Water Co. and Mountain Water Company.
7.65% Bonds issued under Twelfth Supplemental Indenture	Park Water Company	\$3,000,000	Pacific Life & Annuity Insurance Company	10/06/38	All property, real and personal and mixed, now owned or hereafter acquired or to be acquired by the Company pursuant to the terms of the Indenture, including the Company's equity ownership in Apple Valley Ranchos Water Co. and Mountain Water Company.

Description	Debtor	Principal Amount outstanding as of 11/30/10	Creditor	Maturity Date	Collateral, if any
Line of Credit provided pursuant to that certain Loan Agreement, dated January 22, 2009, between Park Water Company and Bank of America, N.A., as amended by that certain Amendment No. 1 to Loan Agreement, dated April 20, 2010 (the " <u>BOA Agreement</u> ").	Park Water Company	\$500,000	Bank of America, N.A. (" <u>BOA</u> ")	Line of Credit is available until May 1, 2011, or such earlier date as the availability may terminate as provided in the BOA Agreement.	Park Water has granted BOA a right of set-off against any and all Deposits of Park Water Company held by BOA.

Description	Debtor	Principal Amount outstanding as of 11/30/10	Creditor	Maturity Date	Collateral, if any
Line of Credit provided pursuant to that certain Note, payable to U.S. Bank, N.A., dated November 2, 2006, as amended and replaced on November 1, 2010, issued by Mountain Water Company (the " <u>US Bank Agreement</u> ").	Mountain Water Company	\$200,000		11/1/11	<p>Security interest in all accounts instruments, documents, chattel paper, general intangibles, contract rights, investment property (including any securities entitlements and/or security accounts held by Debtor), certificates of deposit, deposit accounts, and letter of credit rights and all inventory except for water and water rights.</p> <p>Security interest in, a lien and express contractual right to set off against all depository account balances, cash and any other property of Mountain Water Company in possession of US Bank.</p>

Description	Debtor	Principal Amount outstanding as of 11/30/10	Creditor	Maturity Date	Collateral, if any
Loan Agreement, dated February 5, 2010, by and between Mountain Water Company and Department of Natural Resources and Conversation of the State of Montana (the " <u>Loan Agreement</u> ")	Mountain Water Company	2010B note-\$333,700 *Note A was forgiven upon completion of the ARRA Program requirements (See notification letter dated 11/22/10).	Department of Natural Resources and Conversation of the State of Montana	Repayment and/or forgiveness is set forth in Section 5 of the Loan Agreement.	Notes are secured by a first lien against and security interest in the Loan Recovery Surcharge and the Debt Service Account and all proceeds of the foregoing (each as defined in the Loan Agreement) and are secured that certain Blocked Account Control Agreement, dated February 5, 2010, between Mountain Water Company, Lender and U.S. Bank N.A.
Amended and Restated 7.38% Unsecured Note	Park Water Company	\$200,000	Donald Stone Trevitt and Doris S. Trevitt as Co-trustees of the Trevitt Family Revocable Trust 2002	03/14/12	None.
Amended and Restated 7.38% Unsecured Note	Park Water Company	\$746,202.04	Sara L. Wheeler Sablich	03/14/12	None.
Amended and Restated 7.38% Unsecured Note	Park Water Company	\$550,944.74	Patricia Ann Tiller, trustee, u.d.t. dated April 29, 1992	03/14/12	None.
Amended and Restated 7.38% Unsecured Note	Park Water Company	\$326,614.74	Leigh K. Jordan	03/14/12	None.

Description	Debtor	Principal Amount outstanding as of 11/30/10	Creditor	Maturity Date	Collateral, if any
Amended and Restated 7.38% Unsecured Note	Park Water Company	\$8,110.00	Leigh K. Jordan	03/14/12	None.
Amended and Restated 7.38% Unsecured Note	Park Water Company	\$550,936.63	Helen E. Richardson	03/14/12	None.
Amended and Restated 7.38% Unsecured Note	Park Water Company	\$19,569.43	Sanwa Bank California, the successor trustee of the Henry Wheeler, Jr. Trust, dated 1/3/55	03/14/12	None.
Amended and Restated 7.38% Unsecured Note	Park Water Company	\$19,569.43	Sanwa Bank California, the successor trustee of the Henry Wheeler, Jr. Trust, dated 1/3/55	03/14/12	None.
Amended and Restated 7.38% Unsecured Note	Park Water Company	\$19,569.43	Sanwa Bank California, the successor trustee of the Henry Wheeler, Jr. Trust, dated 1/3/55	03/14/12	None.

Advances:

See attached schedule of Advances for the Company and each Company Subsidiary.

Contingent Obligations:

Pursuant to that certain (i) Contract for Oral Health Community Development Initiative (Year 1), dated December 22, 2008, by and between the Company and Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA) and (ii) Contract for Oral Health Community Development Initiative (Year 2), dated January 14, 2010, between the Company and Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA), as amended on February 5, 2010, the Company may be responsible for reimbursement of all items of real or personal property purchased with funds from First 5 LA in the event of an early termination of the agreement.

Pursuant to that certain Agreement, entered into on December 1, 2009, between Mountain Water Company and Lloyd A. Twite Family Partnership, if Mountain Water Company succeeds in successfully processing the application for Required Water Rights (as defined therein), but does not undertake to provide water service to the proposed developments, it will transfer to the Developers all of its interests in the Required Water Rights, including Mountain Water Company's own water rights identified therein.

Related Party Obligations:

Related Party	Entity	Account #	Amount as of 10/31/10
<u>Related Party Accounts Receivable</u>			
Nyri Wheeler-Lewis	PWC-non utility	1600.2302.82	\$65,487.29
H.H. Wheeler III	PWC-non utility	1600.2302.83	\$57,872.58
H.H. Wheeler, Jr. Empl Rec Cl	PWC-non utility	1600.2302.90	\$47,152.46
Sara Sablich	PWC-non utility	1600.2305.81	\$34,364.88
Nyri Wheeler-Lewis Empl Rec Cl	PWC-non utility	1600.2302.92	\$40,422.95
Chayre M. Wheeler	PWC-non utility	1600.2302.81	\$9,588.83
H.H. Wheeler III Empl Rec Clrg	PWC-non utility	1600.2302.93	\$11,756.89
Charles B. Wheeler	PWC-non utility	1600.2305.80	\$9,229.62
H.H. Wheeler, Jr.	PWC-non utility	1600.2302.80	\$521.03
Charles B. Wheeler	PWC-non utility	1600.26305.90	\$739.71

Related Party	Entity	Account #	Amount as of 10/31/10
Misc Rec Cl			
Sara Sablich Clearing	PWC-non utility	1600.2305.91	\$1,317.44
Chayre M. Wheeler Empl Rec Clg	PWC-non utility	1600.2302.91	\$306.15
<u>Related Party Notes Receivable</u>			
Wheeler Jr., HH	PWC-non utility	1600.2303.15	\$22,908.01
Nyri Wheeler 5.60% (2031)	PWC-non utility	2600.2303.124 & 2600.3203.124	\$98,418.89
Sablich-6.0% (1999)	PWC-non utility	1600.2303.115	\$3,485.70
Sablich-9.0% (1998)	PWC-non utility	1600.3203.109	\$161,368.52
Sablich-8.4% (2007)	SICC	1900.3203.100	\$63,359.46
Sablich-8.4% (1999)	PWC-non utility	1600.3203.108	\$58,050.69
<u>Other Related party notes and accounts receivable</u>			
Nevada supply corporation receivable	Corporate	1000.2305.1 & 1000.2304	\$125,166.28
Sara Sablich	Corporate	1000.2305.1	\$(100.34)
Account receivable of H.H. Wheeler III	SICC		\$1,390.06
Account receivable of H.H. Wheeler, Jr.	SICC	1900.2305.1	\$13,957.46
Account receivable of Nevada Supply	SICC	1900.2305.1	\$4,819.50
Accrued interest *applicable to H.H. Wheeler and Sara Sablich	PWC-non utility	1600.2304	\$33,417.99
Misc accounts payable- SICC H.H.	SICC	1900.4210.5	\$137,457.38

Related Party	Entity	Account #	Amount as of 10/31/10
Wheeler, Jr.			
Note payable to related parties	PWC-non utility	1600.4305.101-104	\$14,106.19
Note payable to related parties	PWC-non utility	1600.4325.101-104	\$13,616.48
Notes payable for stock repurchase (excluding \$534,724.74 payable to Leigh Jordan and Trevitt Trust)	Corporate	1000.4102.100-109	\$1,906,791.70
Notes payable for stock repurchase - interest payable (excluding \$9,865.68 payable to Leigh Jordan and Trevitt Trust)	Corporate	1000.4322.101-109	\$21,412.97
Related Party payables, net			\$1,228,382.67

Description	Amount	Maturity	Notes
Promissory Note, dated December 10, 2010, issued in favor of Henry H. Wheeler, Jr. as Trustee of the Henry H. Wheeler, Jr. Trust by Park Water Company	\$500,000	December 9, 2011	Recycled Dividend loaned back to the Company.
Promissory Note, dated November 17, 2010, issued in favor of Henry H. Wheeler, Jr. by Park Water Company	\$10,000	November 14, 2011	Recycled Dividend loaned back to the Company.
Promissory Note, dated November 17, 2010, issued in	\$90,000	November 14, 2011	Recycled Dividend loaned back to the

favor of Nyri A. Wheeler by Park Water Company			Company.
Promissory Note, dated November 15, 2010, issued in favor of Henry H. Wheeler, Jr. as Trustee of the Henry H. Wheeler, Jr. Trust by Park Water Company	\$400,000	November 14, 2011	Recycled Dividend loaned back to the Company.
Promissory Note, dated November 15, 2010, issued in favor of Henry H. Wheeler, III by Park Water Company	\$100,000	November 14, 2011	Recycled Dividend loaned back to the Company.

Surety Bonds:

The Company has the following surety bonds outstanding, each carried by Travelers:

Type	Policy Period	Limit
ERISA-Park 401(k)	9/30/08 - 9/30/11	\$500,000
Payment of Fees – Santa Fe Springs	08/07/10 – 08/07/11	\$1,000
Franchise Ordinance No. 383 – City of Artesia	12/15/07- 12/15/10	\$10,000
Sewer Encroachment – City of Bellflower	03/31/10 – 03/31/13	\$5,000
Franchise Bond – County of Los Angeles	10/26/09 - 10/26/11	\$50,000

Apple Valley Ranchos Water Company has the following surety bond outstanding carried by Travelers:

Type	Policy Period	Limit
Franchise Ordinance No. 1180- County of San Bernardino	05/01/10 – 05/01/13	\$1,000

Mountain Water Company has the following surety bonds outstanding, each carried by Travelers:

Type	Policy Period	Limit
Excavation Permit – County of Missoula	11/16/09 – 11/16/10	\$50,000
Excavation Permit – City of Missoula	09/14/10 – 09/14/11	\$50,000

Developer Deposits

See attached list of Developer Deposits for the Company and each Company Subsidiary as of the date indicated therein.

Customer Deposits

The Company and each Company Subsidiary also receives deposits from their customers, which are not included on this Schedule 4.2(c).

ATCH 31910010 - City of Msla	01/15/92	325	8,977.32	Attachment CEC-1 (b)
N 34910003 - Pat Lawler	01/15/92	326	13,935.58	
HILLS 31910088 - Steve Loken	07/11/07	327A	2,335.44	
HILLS 31910088 - Chris Loken	07/11/07	327B	2,335.44	
MITOR IMPR 34920002 - City of Msla	12/10/92	328	4,677.37	
E 34920003 - Jack Nelson	10/05/93	329	46,841.86	
STONE PH 2 31920021 - T&T Constr	05/18/92	331	32,653.68	
ISLA 31920016 - SID 440-Mountain Shadows	12/10/92	332	92,007.24	
ISLA 31920017 - SID 456-BenHughes	12/10/92	333	76,653.40	
ISLA 31920018 - SID 433-E Broadway	12/10/92	334	154,744.58	
ISLA 31920019 - SID 412-Hillside Ct	12/10/92	335	4,374.16	
ISLA 31920020 - SID 443-Pullman Ct	12/10/92	336	12,735.84	
ISLA 34920004 - SID 460-Alliance Way	12/10/92	337	26,649.64	
ISLA 34920005 - SID 434-HillviewHgts #7	12/10/92	338	62,570.08	
STAFSON 34920006	12/01/92	340	19,373.33	
E 31920037 - Shelter West	03/31/93	342	12,705.34	
so-BUY-IN TO SUNRIDGE	06/17/96	342A	929.28	
HILLS 31920038 - Ken Allen	11/10/92	343	8,999.50	
/ 31920039 - Mike Richter	12/01/92	344	28,067.58	
N HTS 34920020 - Pat Lawler	12/16/92	345	16,150.91	
34920021 - Edwin Russo	07/11/03	346-A	22,493.70	
34920021 - Rea Hook	07/11/03	346-B	22,493.70	
DRIVE 31920044	12/15/95	347A	54,471.15	
DRIVE 31920044 - L & N Newman	06/23/94	347B	1,281.41	
DRIVE 31920044 - John Dague	06/23/94	347C	1,281.42	
DRIVE 31920044 - Tom&Lynne Himes	06/20/95	347D	14,266.36	
E DR RSID 448 34920022 - Msla County	01/29/93	348	241,239.64	
MITOR 34920701 - City of Msla	12/10/92	350	13,412.02	
R. 31930012 - Don Peterson	11/17/93	351	14,016.50	
STE 31930014 - Creative Finance(wasBradGreene)	10/05/93	352	15,105.64	
STONE Ph 3 31930016 - T&T Constr	10/05/93	354	4,039.73	
DRN 31930017 - T&T Constr	09/23/93	355	39,607.23	
so BUY-IN ON 355	06/17/96	355A	2,229.98	
DE II & III 34930002-Jim Caras	10/05/93	356-1	2,801.94	
" - John Stevenson	10/05/93	356-2	4,194.53	
" - Kathryn Forman	10/05/93	356-3	2,801.94	
" - Warren Drew	10/05/93	356-4	6,979.69	
VER 31930018 - American Homebuilders	12/21/93	357	27,940.16	
V HEIGHTS 34930003 - HCP	09/23/93	359	14,488.01	
F 31940521 & 31940690	10/26/95	365	97,621.07	
OT 31930023 - J Byrne	09/23/93	366	19,220.30	
UTO 31930024 - Mike Marbut	08/28/93	367	23,500.00	
Y-IN ON 367	06/23/99	367-A	9,180.50	
N 31940520 - D & M Laursen	12/01/94	369	10,400.53	
DEVEL INC 31940519	12/01/94	370	31,299.31	
31930028 - John Boyle	11/16/93	371	13,116.09	
DDN 31940515 - Ray Twite	12/16/94	377	24,886.75	
31930047 - Mtn States Auto	12/31/93	378	7,893.00	
/ER BUY-IN TO AC #311 - American Homebuilders	12/31/93	379	7,572.89	
R. 31930005 - John Felton	12/07/93	380	13,158.00	
E PARK PH 4 31940517 - Blue Mtn Clinic	03/11/94	382	18,568.95	
31940533 - David Richards	12/01/94	386	13,544.74	

W 31952795 - Karl Roesch	08/09/96	431	41,282.66	Attachment CFC-1 (b)
DE 31952832 - Amer Prop Dev	10/25/96	432	82,175.91	
T RUN 31963173 - Tudor House	08/09/96	433	64,392.02	
HILLS 31963238 - Nic Peschel	11/27/96	436	61,253.05	
EXT-WO 31963287-Zoltan Balough	08/29/96	439-A	6,165.82	
" - Randy&Esther Lavoie	08/29/96	439-C	6,165.82	
" - Marjorie Peacock	08/29/96	439-D	6,165.81	
IE ADDN 31963337 - Edwin Russo	06/14/96	442	59,128.55	
ay BUY-IN #442 31974418	05/29/97	442A	6,127.73	
N TO EMMA COURT AC #370	07/18/96	448	11,959.43	
Y TWNHSE 31963451 - T&T Constr	08/26/96	449	26,002.17	
AS 31963485 - Gillespie Realty	09/26/96	450	10,087.62	
Realty BUY-IN TO AC #340&422	07/23/96	451	1,232.02	
31963512 - David Richards	09/26/96	452	11,002.03	
ADDN 31963560 - Dave Theisen	08/26/96	453	19,468.70	
ELK HILLS 31963579 - Edwin Russo	07/18/03	456-A	10,798.92	
" - Rea Hook	07/18/03	456-B	10,798.92	
INTE 31963657 - Cathy Corr	10/15/96	458	52,971.88	
SH 31963668 - Orchard Prom	03/25/97	460	118,571.58	
ON SQ 31963712 - CK Housing	11/07/97	461	35,663.03	
ST WAREHSE 31963717 - DHW, LLC	12/02/96	462	63,289.43	
DOWS 31963772 - Tom Elliott	05/08/97	465	47,152.77	
DOWS 31963773 - Tom Elliott	03/28/97	466-1	17,263.83	
" - Triple W Equip	03/28/97	466-2	10,358.30	
BUY-IN TO AC #466 31963785	11/07/96	467-1	1,147.33	
quire BUY-IN TO AC#466 31963785	11/07/96	467-2	688.39	
B N AC #344 31963786	11/07/96	468	9,132.90	
31973972 - Fred Wolters	01/31/97	469	12,030.60	
PROPERTIES 31973985	12/30/98	471	190,692.56	
CT 31974308 - Clayton Devoe	06/12/97	472	35,159.90	
D ST 31974419 - Anne Maclay	05/29/97	477	2,814.00	
ADDN 31974430 - Dave Theisen	12/29/97	481	71,823.84	
en BUY-IN BRANDIE #481 31974436	12/31/97	482	27,428.91	
CURTIS 31974438 - B&E Corp	12/31/97	483	30,964.56	
T 31974643 - Mostad	12/29/97	485	20,113.27	
DURT-31974750 - Wesmont Builders	09/30/97	486-1	3,920.70	
" - John Diddel	09/30/97	486-2	3,920.70	
31974476 - Railroad St Assoc	12/29/97	487	62,435.44	
CONSTRUCTION 31975328	12/31/97	488	16,520.64	
T 31974525 - City of Msla	12/29/97	489	12,747.94	
N CTR 31973984 - Msla County	12/30/98	490	107,264.02	
INE 31985849 - B&E Corp	05/26/98	491	19,242.46	
BUY-IN TO AC #491	01/01/97	492	9,101.29	
ON 31985902 - Tex Cates	05/13/98	494-1	8,490.25	
" - James Ouellette	05/13/98	494-2	8,490.24	
- 31985909 - Scott Cooney	01/29/99	495	25,108.95	
ay BUY-IN TO AC #495	04/06/98	496	34,746.04	
IN 31985975 - Cathy Corr	10/12/98	497	24,193.00	
986094 - RM Partners	10/12/98	498	25,578.18	
DEV PARK 31986190	12/31/98	499	113,190.10	
- 31986192 - Albertson's	12/09/98	500	70,174.61	
1986202 - Libra, LLC	01/15/99	501	22,420.19	

RANCH 3100A002	01/11/01	529A	49,223.76	Attachment CPG 449
RANCH 3500A003	01/11/01	529B	85,212.01	
ADDN 3100A003 - A&P LLC	01/19/01	530	22,162.97	
ADDN 3100A004 - Leticia Dilworth	03/16/01	531	23,905.60	
TE DEV PARK 3100A005 - C&C Land	05/31/01	532	54,770.50	
PARK-KESTRAL CT 3100A006 - Msla Co	01/29/01	533	34,423.09	
AUTO 3100A007	02/08/01	534	41,161.11	
AUTO 3100A008 - Missoula Co	02/08/01	535	18,285.80	
HEIGHTS EXT 3100A009 - Steve Hall	03/16/01	537	36,765.11	
HEIGHTS PH 2 3100A012 - Stone Mtn	01/17/01	538	49,549.37	
LN EXT - Al Pickens	12/31/01	3100A010	6,055.53	
HEIGHTS-IMPRVMNTS - Stone Mtn	03/28/01	3100A011	80,617.02	
EXT - Dana (Skiftun) Tatum	01/11/01	3100A013	13,198.16	
AVE - MT First Credit Union	05/31/01	3100A014	31,879.98	
D-MT Regional Orthopedic	01/16/01	3100A015	27,220.84	
LN EXT-Tom Elliott	07/24/01	3100A016	11,200.00	
CREDIT UNION-BUY-IN Rosauers Private Main	11/01/00	3100A017	4,472.63	
CREEK VILLAGE-Wesmont Bldrs	06/20/02	3101A001	69,704.83	
RE-Drake Lemm	12/31/01	3101A002	89,733.87	
VIEW #2 Ph 1-John Diddel	12/31/01	3101A003	110,729.41	
HEIGHTS PH 3-Stone Mountain	12/31/01	3101A005	131,123.19	
RIVER PH 1-Canyon River Dev	09/07/05	3101A006	421,112.56	
DR-Nader Shooshtari	08/09/02	3101A007	26,720.98	
LAKE HILLS PH 4-Nic Peschel	12/31/01	3101A008	34,686.92	
AD ESTATES-Ray Twite	12/31/01	3101A009	19,857.73	
PARK PH 4-Missoula County	12/31/01	3101A010	45,781.66	
ST EXT-NW Territories	12/31/01	3101A011	91,124.83	
ORCHARD HOMES-Joy & Mark Earls	12/31/01	3101A012	43,544.66	
RK TWN CTR-Woodmont Msla GP	12/31/01	3101A013	21,881.60	
EXT-Darr Riggert	12/31/01	3101A014	6,031.09	
VIEW #2 Ph 2-John Diddel	12/31/02	3101A015	60,521.59	
VIEW ADDN - NKSJB Family Limited Partnership	12/31/01	3501A001	132,558.03	
RK VIEW 12plex - Scott Twite	11/21/01	3501A002A	5,128.37	
" - Joy Twite	11/21/01	3501A002B	46,156.05	
TA 11TH - Scott Twite	02/13/02	3501A003-A	1,986.22	
" - DJT Family Limited Partnership	02/13/02	3501A003-B	17,876.00	
MOUNTAIN ELK FOUNDATION	12/31/04	3102A001	143,007.37	
PARK/SANDPIPER-MSLA CO	12/31/02	3102A002	80,361.07	
PROJECT-Tim & Rebecca Creighton	12/31/02	3102A003	71,828.50	
CAROL ANN-L & M Construction	12/31/02	3102A004	45,825.84	
HGTS PH 4-Stone Mountain	12/31/02	3102A006	41,623.15	
MEADOWS PH 1&2-N & E Ventures I	12/31/02	3102A007	207,944.69	
ST EXT-B & E Corp	11/06/02	3102A008	35,409.18	
AN-Executive Property Mgmt	12/31/02	3102A010	32,821.94	
CIVIC STADIUM - Play Ball Msla or Joe Easton	12/02/04	3102A011	38,915.46	
AD ESTATES PH 2-RP TWITE	12/19/02	3102A012	36,361.03	
CREEK PH 2-Wesmont Builders	12/31/02	3102A013	66,593.59	
PARK/HARLEQUIN-MSLA CO	12/31/02	3102A014	49,795.72	
BENTLEY PARK - B & E Corp	12/31/02	3102A015A	46,767.01	
" - Wesmont Builders	12/31/02	3102A015B	46,767.01	
EXT-1150 S 13th W LLC	12/19/02	3102A016	10,773.19	
ACKER APTS-Riverstone Apts	12/31/02	3102A017	73,246.10	

RE ROW - Furniture Row USA	10/31/04	3103A022	26,476.45	Attachment C-1 (b)
SALVATION ARMY	06/23/05	3103A023	58,776.66	
EAST PH 1&2 - Wesmont Builders	12/31/04	3103A024	146,380.17	
W/EXPRESSWAY APTS PH 2	10/31/04	3103A025	48,112.27	
RA" EntrustNewDirection\RA(wasYawle7)	12/31/04	3103A026	186,586.31	
X E EXT-Jeff Hollenbeck	10/31/04	3103A027	35,373.28	
ST APTS - Drake Lemm	12/31/05	3103A028	23,310.20	
HEIGHTS PH 7 - Stone Mountain	12/31/04	3103A029	137,352.86	
R 20" - Missoula County	12/31/04	3103A030	75,490.30	
IP EXT - Gil & Janet Rice	10/31/04	3103A031A	24,028.66	
" - Glen & Rhonda Moyer	10/31/04	3103A031B	7,198.23	
" - Traver & Edgell	10/31/04	3103A031C	21,009.26	
PARK PH 1 - B&E	12/31/04	3104A001	87,866.50	
T DELI EXT-Treasure State Ranches	10/31/04	3104A003	143,382.85	
/MONTANA-Poindexter Homes	10/31/04	3104A004	26,024.75	
REET PROJECT - Orchard Gardens Ltd	12/31/05	3104A005	32,047.18	
CREEK PH 9-12 - Wesmont Builders	12/31/04	3104A006	98,132.86	
RANCH PH 6 - Dave Smith Dominion	12/31/04	3104A007	166,604.53	
VIEW #3 - John Diddel	12/31/04	3104A008	259,794.32	
COURT EXT-Ken Ault	10/31/04	3104A009	62,330.44	
CT-MCC Properties	11/10/04	3104A010	18,483.13	
OVE - Aislinge	12/31/04	3104A011	122,036.37	
ORTHERN LOOP - Mt Regional Ortho	12/31/04	3104A012	47,674.89	
OR/SANKE PH 1 - Brien Sankey	12/31/04	3104A014	10,483.75	
T COURTYARD PH1-SummitGrp(comb w/3105A003	04/06/05	3104A015	67,449.72	
R E - GH Land Co	12/31/04	3104A016	37,962.10	
	04/28/05	3104A017	53,575.69	
RK COMMONS - North Msla Community Dev	12/31/05	3104A018	83,533.39	
EAST/WHEELER DR - Wesmont	12/31/04	3104A019	51,995.16	
PARK PH 2 - B&E	12/31/05	3104A020	115,849.35	
DRIVE ASSOC PH 2 - Insured Titles	09/14/05	3104A021	80,444.81	
IDE - Shelter West	12/09/05	3105A001	129,780.66	
IAL FIRE DEPOT	03/30/05	3105A002	96,842.05	
PH 1 - Shelter West	12/06/06	3105A004	614,833.20	
VIEW #4-PH 1 - John Diddel	12/31/05	3105A006	313,121.91	
HEIGHTS PH 6 - Stone Mountain	12/31/05	3105A007	89,747.74	
RANCH PH 7 W/TIE MAINS - Dave Smith Dominior	12/21/05	3105A009	237,569.18	
PARK PH 3C-W HARRIER - Msla County	11/20/06	3105A010	93,197.00	
TON MAIN EXT - Great Spaces, Paul Snyder	05/03/06	3105A011A	13,688.76	
" - Josh Brunner	05/03/06	3105A011B	10,266.58	
" - Erika Hoggatt	05/03/06	3105A011C	10,266.58	
NE MAIN EXT-Hill Homes	12/29/06	3105A012	47,348.74	
INTY CEMETARY - City of Missoula	12/20/06	3105A013	77,131.16	
MERY BIRTHING CTR - Jolyn Montgomery	07/14/06	3105A014	19,704.27	
RIVER - Deer Creek Rd-SEE 3107A029	12/31/2007	3105A016	0.00	
R ECT TV-Missoula County	12/29/2006	3105A018	175,276.76	
R , PH 3 - B&E	10/18/2006	3106A001	74,314.77	
HEIGHTS PH 8 - Stone Mountain	12/31/2007	3106A002	216,872.57	
WAY PH 1 - Kirk Mace	12/21/2006	3106A003	68,823.49	
VIEW #4-PH 2 - John Diddel	12/5/2006	3106A004	305,112.44	
OOK ESTATES - Rick Emery	10/11/2007	3106A005	231,036.69	

WOOD CONDOS - Meadowwood Enterprises	8/4/2008	3107A017	78,256.24	
N 1A - Tragically Hip	12/31/2008	3107A018	96,558.54	
HEIGHTS - Canyon Holdings	12/31/2007	3107A020	57,177.72	
E LANE SUBD-Sheena Winterer	12/30/2008	3107A021	56,760.98	
IAL/MSLA FED CREDIT UNION - MFCU	12/31/2007	3107A022A	41,707.59	
" " - JFB Invest.	12/31/2007	3107A022B	41,689.16	
/ PARK PH 5C-TECHNOLOGY CT-Msla Co	12/31/2007	3107A023	29,870.56	
) ST CONDOS/CLIZBE PNC - Ken Clizbe	12/17/2008	3107A024	63,961.47	
RASER BUS PARK - RC Hobbs Enterprises	12/31/2008	3107A025	202,560.43	
/EXPRESSWAY - Missoula County	10/17/2007	3107A027	5,712.98	
PARK PH 5 - B & E	12/19/2008	3107A028	133,057.84	
RIVER RD-Canyon River LLC	12/31/2007	3107A029	641,897.82	
HARD PH 1 - Mostad	12/31/2008	3108A002	69,050.84	
EDGE SUBD	12/31/2008	3108A003	85,010.26	
MANOR/RED OSIER CT - Ken Allen	12/31/2008	3108A004	21,115.87	
E ELEMENTARY	12/31/2008	3108A005	178,463.27	
ANT MAIN EXT - Vista Ventures	9/16/2009	3108A007	59,690.91	
V HARRIER - Missoula County	8/29/2008	3108A009	9,095.38	
PARK PH 6 - B & E	7/24/2009	3108A011	109,332.30	
HORNE SCHOOL - Msla School Dist #1	9/9/2008	3108A012	6,489.00	
DISTRICT HOMES - Msla Housing Auth	10/30/2009	3108A013	42,655.82	
VAY - St Patrick Hospital	12/5/2008	3108A014	21,795.65	
HYDRANTS - City of Missoula	7/24/2009	3109A001	19,882.67	
NORTH AVE - Delridge	6/12/2009	3109A003	7,613.46	
NT/W OF RESERVE - Matz Chiropractic	10/15/2009	3109A005	8,839.20	
NCH SUBD 8" - Stockyard Investments	12/31/2009	3109A006	151,986.27	
JOHNSON - City of Missoula	12/16/2009	3109A007	8,404.42	
N & SUSSEX - City of Missoula	12/16/2009	3109A008	9,260.99	
ACE SUBD - Roger Hall	12/23/2009	3109A009	53,480.91	
NCH TRANS MAIN - Stockyard Investments	7/27/2010	3109A010	204,685.90	
N & STRAND - City of Missoula	12/16/2009	3109A011	6,087.37	
H & Kemp - City of Missoula	8/24/2010	3110A001	12,138.05	
HOLLOW - Mike Herzog	8/24/2010	3110A002	7,675.29	
ORIGINAL ADVANCE CONTRACT AMOUNT			21,210,978.25	
ADVANCE CONTRACT BALANCE				17
RIVER WELL-Canyon River Dev	12/31/2007	3105A017	28,594.00	
NE MAIN EXT PH 2-Hill Homes		3106A025	910.00	
	G/L Balance			17

CENTRAL BASIN
 CONTRACT REFUND BY CONTRACT
 G/L A/C 1100.4651/52
 @10/31/10

CONTRACT NUMBER		ORIGINAL AMOUNT OF CONTRACT	DURATION OF CONTRACT	DATE CONT. WAS SIGNED	CONT.BAL @1-1-01 25201-11	ADDITIONS 1100.4651	CONT.BAL @12/31/09 1100.4651/52	ACCRUED TO 1100.4451	BALANCE ADV.CONTRACT 1100.4651
CONTRACT #212	CITY OF BELLFLOWER	79,340.80	40 years	12-28-85	45,620.80	0.00	29,752.64	1,653.52	\$ 28,099.12
CONTRACT #213	ECONOMIC/REDEVELOPMENT DIVISION COMMUNITY DEVELOPMENT Attn: Carmen Z	73,627.61	40 years	01-4-85	42,335.88	0.00	27,610.36	1,534.69	\$ 26,075.67
CONTRACT #214	Lynwood Redevelopment	131,922.20	20 years	12-31-82	91,689.09	0.00	0.00	0.00	\$ -
CONTRACT #215	AMOS HAMILTON	5,017.17	40 years	9-30-84	2,884.86	0.00	1,881.42	105.43	\$ 1,775.99
CONTRACT #216	CENTURY HOUSING CORPORATION Attn: Cynthia Catzaco	27,921.04	40 years	4-30-87	17,450.59	0.00	11,866.35	582.03	\$ 11,284.32
CONTRACT #217	UNION DEVELOPMENT COMPANY INC. Attn: N. Fitzgerald	30,379.84	40 years	7-15-87	18,987.34	0.00	12,911.34	633.50	\$ 12,277.84
CONTRACT #218	MR. ELIAS SHOKRIAN	28,511.74	40 years	7-19-89	19,245.35	0.00	13,542.95	594.80	\$ 12,948.15
CONTRACT #219	HAROLD P. JOHNSON, TR-M/A 3/30/94 HAROLD P. JOHNSON TRUST	42,303.65	40 years	10-8-90	29,612.45	0.00	21,151.65	881.60	\$ 20,270.05
CONTRACT #220	KAISER FOUNDATION HOSPITAL Attn: Neil Jongepier	45,059.29	40 years	01-22-91	32,663.90	0.00	23,651.90	938.50	\$ 22,713.40
CONTRACT #221	KING/DREW MEDICAL CENTER Attn: Barbara Gondo	19,199.45	40 years	06-01-93	14,879.45	0.00	11,039.45	400.00	\$ 10,639.45
CONTRACT #222	Union Bank of Calif. FBO San Mateo County Electric Workers Retirement Trust Account#13163818 C/O Boris Mackovic	54,969.98	40 years	08-01-95	45,350.28	0.00	34,356.36	1,145.24	\$ 33,211.12
CONTRACT #223	Lyman W. & J. Mae Taylor, Trustees FBO Lyman W. T & J. Mae Taylor Trust Dated 10/10/89	53,944.20	40 years	11-30-96	45,866.00	0.00	35,074.00	1,125.00	\$ 33,949.00
CONTRACT #224	CENTURY HOUSING CORPORATION Attn: Cynthia Catzaco	132,680.03	40 years	09-02-97	116,094.91	0.00	89,558.67	2,765.03	\$ 86,793.64
CONTRACT # 225	Leonard Charitable Foundation	116,129.70	40 years	01-05-98	104,516.74	0.00	81,290.82	2,421.24	\$ 78,869.58
CONTRACT # 226	Leslie S. Wandel and Karen B. Wandel, Trustee of the Wandel Family 2003 Revocable Trust.	73,098.11	40 years	01-09-98	65,788.31	0.00	51,168.71	1,527.45	\$ 49,641.26
CONTRACT #227	MARY JEANNE MOONEY	38,547.80	40 years	01-18-99	35,656.70	0.00	27,947.10	803.70	\$ 27,143.40
CONTRACT #228	The Michael David Lamb and Lorie Lea Lamb Revo Living Trust	30,637.24	40 years	06-25-99	29,105.32	0.00	22,977.64	639.96	\$ 22,337.68
CONTRACT #230	KING/DREW MEDICAL MAGNET HIGH SCHOOL L.A. UNIFIED SCHOOL DISTRICT Attn: Robert Hamm	127,406.74	40 years	08-17-99	121,036.42	0.00	95,555.14	2,655.18	\$ 92,899.98
CONTRACT #23-001	ECONOMIC/REDEVELOPMENT DIVISION COMMUNITY DEVELOPMENT Attn: Carmen Z	317,828.26	40 years	01-04-85	182,750.55	0.00	119,184.87	6,621.71	\$ 112,563.16
CONTRACT #231	MR. WILLIAM LOWE	188,452.90	40 years	01-22-01	183,741.58	0.00	146,051.02	3,925.32	\$ 142,125.70
CONTRACT #232	TARGET CORPORATION	294,332.29	40 years	09-17-02	286,973.98	0.00	235,465.81	6,130.31	\$ 229,335.50
CONTRACT #233	TARGET CORPORATION- ON SITE	61,199.02	40 years	09-17-02	61,199.02	0.00	48,959.18	1,275.98	\$ 47,683.20
CONTRACT #234	TARGET CORPORATION PHASE III	133,144.48	40 years	09-17-02	133,144.48	0.00	106,515.60	2,774.61	\$ 103,740.99
CONTRACT #235	UNILAND	62,827.68	40 years	09-19-02	62,827.68	0.00	50,262.16	1,310.69	\$ 48,951.47
CONTRACT #236	FIP Rosecrans I, LLC FIP & Rosecrans II, LLC	60,870.74	40.00	2/9/2007	60,870.74		57,827.20	1,267.77	\$ 56,559.43
TOTAL 25201-11 G/L ACCT		2,229,351.96			1,850,292.42	0.00	1,355,602.34	43,713.24	\$ 1,311,889.10

4452/4652
 4451/4651
 Total

4651/4652	4451/52	4651/52
1,355,602.34		0 \$
0.00		\$ 1,311,889.10
1,355,602.34		\$ 1,311,889.10
		0 \$

APPLE VALLEY RANCHOS WATER CO.
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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
O. J. MC CARTER TRUST-33 BEG. BAL.	1,361.84	1,352.87	1,343.90	1,334.93	1,325.96	1,316.99	1,308.02	1,299.05	1,290.08	1,281.11	1,272.14	1,263.17		
CURRENT MONTH LIABILITY	8.97	8.97	8.97	8.97	8.97	8.97	8.97	8.97	8.97	8.97	8.97	8.97		107.64
MONTHLY ENDING BALANCE	1,352.87	1,343.90	1,334.93	1,325.96	1,316.99	1,308.02	1,299.05	1,290.08	1,281.11	1,272.14	1,263.17	1,254.20	1,254.20	
COX/REARDON-34 BEG. BAL.	6,424.20	6,382.75	6,341.30	6,299.85	6,258.40	6,216.95	6,175.50	6,134.05	6,092.60	6,051.15	6,009.70	5,968.25		
CURRENT MONTH LIABILITY	41.45	41.45	41.45	41.45	41.45	41.45	41.45	41.45	41.45	41.45	41.45	41.45		497.40
MONTHLY ENDING BALANCE	6,382.75	6,341.30	6,299.85	6,258.40	6,216.95	6,175.50	6,134.05	6,092.60	6,051.15	6,009.70	5,968.25	5,926.80	5,926.80	
DAUTERMAN-35 BEG. BAL.	3,056.25	3,037.50	3,018.75	3,000.00	2,981.25	2,962.50	2,943.75	2,925.00	2,906.25	2,887.50	2,868.75	2,850.00		
CURRENT MONTH LIABILITY	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75		225.00
MONTHLY ENDING BALANCE	3,037.50	3,018.75	3,000.00	2,981.25	2,962.50	2,943.75	2,925.00	2,906.25	2,887.50	2,868.75	2,850.00	2,831.25	2,831.25	
BURCHETT/HARRIS-37 BEG. BAL.	1,700.10	1,689.19	1,678.28	1,667.37	1,656.46	1,645.55	1,634.64	1,623.73	1,612.82	1,601.91	1,591.00	1,580.09		
CURRENT MONTH LIABILITY	10.91	10.91	10.91	10.91	10.91	10.91	10.91	10.91	10.91	10.91	10.91	10.91		130.92
MONTHLY ENDING BALANCE	1,689.19	1,678.28	1,667.37	1,656.46	1,645.55	1,634.64	1,623.73	1,612.82	1,601.91	1,591.00	1,580.09	1,569.18	1,569.18	
GUTHRIE-70 BEG. BAL.	2,142.84	2,132.29	2,121.74	2,111.19	2,100.64	2,090.09	2,079.54	2,068.99	2,058.44	2,047.89	2,037.34	2,026.79		
CURRENT MONTH LIABILITY	10.55	10.55	10.55	10.55	10.55	10.55	10.55	10.55	10.55	10.55	10.55	10.55		126.60
MONTHLY ENDING BALANCE	2,132.29	2,121.74	2,111.19	2,100.64	2,090.09	2,079.54	2,068.99	2,058.44	2,047.89	2,037.34	2,026.79	2,016.24	2,016.24	
ALLEN/CAMPBELL-72 BEG. BAL.	676.80	673.62	670.44	667.26	664.08	660.90	657.72	654.54	651.36	648.18	645.00	641.82		
CURRENT MONTH LIABILITY	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18		38.16
MONTHLY ENDING BALANCE	673.62	670.44	667.26	664.08	660.90	657.72	654.54	651.36	648.18	645.00	641.82	638.64	638.64	
FLYNN/SHORES-73 BEG. BAL.	673.68	670.24	666.80	663.36	659.92	656.48	653.04	649.60	646.16	642.72	639.28	635.84		
CURRENT MONTH LIABILITY	3.44	3.44	3.44	3.44	3.44	3.44	3.44	3.44	3.44	3.44	3.44	3.44		41.28
MONTHLY ENDING BALANCE	670.24	666.80	663.36	659.92	656.48	653.04	649.60	646.16	642.72	639.28	635.84	632.40	632.40	
BUSSARD-78 BEG. BAL.	639.12	636.01	632.90	629.79	626.68	623.57	620.46	617.35	614.24	611.13	608.02	604.91		
CURRENT MONTH LIABILITY	3.11	3.11	3.11	3.11	3.11	3.11	3.11	3.11	3.11	3.11	3.11	3.11		37.32
MONTHLY ENDING BALANCE	636.01	632.90	629.79	626.68	623.57	620.46	617.35	614.24	611.13	608.02	604.91	601.80	601.80	
MEHR/BAUCORP-79 BEG. BAL.	882.84	878.65	874.46	870.27	866.08	861.89	857.70	853.51	849.32	845.13	840.94	836.75		
CURRENT MONTH LIABILITY	4.19	4.19	4.19	4.19	4.19	4.19	4.19	4.19	4.19	4.19	4.19	4.19		50.28
MONTHLY ENDING BALANCE	878.65	874.46	870.27	866.08	861.89	857.70	853.51	849.32	845.13	840.94	836.75	832.56	832.56	
SUB - TOTAL	17,557.67	17,453.12	17,348.57	17,244.02	17,139.47	17,034.92	16,930.37	16,825.82	16,721.27	16,616.72	16,512.17	16,407.62	16,303.07	1,254.60
	104.55	104.55	104.55	104.55	104.55	104.55	104.55	104.55	104.55	104.55	104.55	104.55		
	17,453.12	17,348.57	17,244.02	17,139.47	17,034.92	16,930.37	16,825.82	16,721.27	16,616.72	16,512.17	16,407.62	16,303.07	16,303.07	

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													Long-Term Amount	Current Amount
KRAIGE-80 BEG. BAL.	662.88	659.86	656.84	653.82	650.80	647.78	644.76	641.74	638.72	635.70	632.68	629.66		
CURRENT MONTH LIABILITY	3.02	3.02	3.02	3.02	3.02	3.02	3.02	3.02	3.02	3.02	3.02	3.02		36.24
MONTHLY ENDING BALANCE	659.86	656.84	653.82	650.80	647.78	644.76	641.74	638.72	635.70	632.68	629.66	626.64	626.64	
J. BREWSTER-81 BEG. BAL.	681.96	679.03	676.10	673.17	670.24	667.31	664.38	661.45	658.52	655.59	652.66	649.73		
CURRENT MONTH LIABILITY	2.93	2.93	2.93	2.93	2.93	2.93	2.93	2.93	2.93	2.93	2.93	2.93		35.16
MONTHLY ENDING BALANCE	679.03	676.10	673.17	670.24	667.31	664.38	661.45	658.52	655.59	652.66	649.73	646.80	646.80	
J. BREWSTER-82 BEG. BAL.	594.84	591.97	589.10	586.23	583.36	580.49	577.62	574.75	571.88	569.01	566.14	563.27		
CURRENT MONTH LIABILITY	2.87	2.87	2.87	2.87	2.87	2.87	2.87	2.87	2.87	2.87	2.87	2.87		34.44
MONTHLY ENDING BALANCE	591.97	589.10	586.23	583.36	580.49	577.62	574.75	571.88	569.01	566.14	563.27	560.40	560.40	
TURGEON-83 BEG. BAL.	363.30	361.57	359.84	358.11	356.38	354.65	352.92	351.19	349.46	347.73	346.00	344.27		
CURRENT MONTH LIABILITY	1.73	1.73	1.73	1.73	1.73	1.73	1.73	1.73	1.73	1.73	1.73	1.73		20.76
MONTHLY ENDING BALANCE	361.57	359.84	358.11	356.38	354.65	352.92	351.19	349.46	347.73	346.00	344.27	342.54	342.54	
REID-84 BEG. BAL.	2,140.40	2,130.91	2,121.42	2,111.93	2,102.44	2,092.95	2,083.46	2,073.97	2,064.48	2,054.99	2,045.50	2,036.01		
CURRENT MONTH LIABILITY	9.49	9.49	9.49	9.49	9.49	9.49	9.49	9.49	9.49	9.49	9.49	9.49		113.88
MONTHLY ENDING BALANCE	2,130.91	2,121.42	2,111.93	2,102.44	2,092.95	2,083.46	2,073.97	2,064.48	2,054.99	2,045.50	2,036.01	2,026.52	2,026.52	
ROMALCY-85 BEG. BAL.	2,118.36	2,109.67	2,100.98	2,092.29	2,083.60	2,074.91	2,066.22	2,057.53	2,048.84	2,040.15	2,031.46	2,022.77		
CURRENT MONTH LIABILITY	8.69	8.69	8.69	8.69	8.69	8.69	8.69	8.69	8.69	8.69	8.69	8.69		104.28
MONTHLY ENDING BALANCE	2,109.67	2,100.98	2,092.29	2,083.60	2,074.91	2,066.22	2,057.53	2,048.84	2,040.15	2,031.46	2,022.77	2,014.08	2,014.08	
AV CHRIST SCH.-86 BEG. BAL.	36,795.24	36,621.70	36,448.16	36,274.62	36,101.08	35,927.54	35,754.00	35,580.46	35,406.92	35,233.38	35,059.84	34,886.30		
CURRENT MONTH LIABILITY	173.54	173.54	173.54	173.54	173.54	173.54	173.54	173.54	173.54	173.54	173.54	173.54		2,082.48
MONTHLY ENDING BALANCE	36,621.70	36,448.16	36,274.62	36,101.08	35,927.54	35,754.00	35,580.46	35,406.92	35,233.38	35,059.84	34,886.30	34,712.76	34,712.76	
SUB - TOTAL	43,356.98	43,154.71	42,952.44	42,750.17	42,547.90	42,345.63	42,143.36	41,941.09	41,738.82	41,536.55	41,334.28	41,132.01		
	202.27	202.27	202.27	202.27	202.27	202.27	202.27	202.27	202.27	202.27	202.27	202.27		2,427.24
	43,154.71	42,952.44	42,750.17	42,547.90	42,345.63	42,143.36	41,941.09	41,738.82	41,536.55	41,334.28	41,132.01	40,929.74	40,929.74	

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													Long-Term Amount	Current Amount
UYEKAWA-87 BEG. BAL.	627.52	624.56	621.60	618.64	615.68	612.72	609.76	606.80	603.84	600.88	597.92	594.96		
CURRENT MONTH LIABILITY	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96		35.52
MONTHLY ENDING BALANCE	624.56	621.60	618.64	615.68	612.72	609.76	606.80	603.84	600.88	597.92	594.96	592.00	592.00	
HELAL-88 BEG. BAL.	700.60	697.43	694.26	691.09	687.92	684.75	681.58	678.41	675.24	672.07	668.90	665.73		
CURRENT MONTH LIABILITY	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17		38.04
MONTHLY ENDING BALANCE	697.43	694.26	691.09	687.92	684.75	681.58	678.41	675.24	672.07	668.90	665.73	662.56	662.56	
CLARK- 89 BEG. BAL.	1,596.12	1,587.94	1,579.76	1,571.58	1,563.40	1,555.22	1,547.04	1,538.86	1,530.68	1,522.50	1,514.32	1,506.14		
CURRENT MONTH LIABILITY	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18	8.18		98.16
MONTHLY ENDING BALANCE	1,587.94	1,579.76	1,571.58	1,563.40	1,555.22	1,547.04	1,538.86	1,530.68	1,522.50	1,514.32	1,506.14	1,497.96	1,497.96	
RON LE CLAIR-90 BEG. BAL.	859.80	856.62	853.44	850.26	847.08	843.90	840.72	837.54	834.36	831.18	828.00	824.82		
CURRENT MONTH LIABILITY	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18		38.16
MONTHLY ENDING BALANCE	856.62	853.44	850.26	847.08	843.90	840.72	837.54	834.36	831.18	828.00	824.82	821.64	821.64	
DCB/G.COONS-91 BEG. BAL.	875.80	872.32	868.84	865.36	861.88	858.40	854.92	851.44	847.96	844.48	841.00	837.52		
CURRENT MONTH LIABILITY	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48		41.76
MONTHLY ENDING BALANCE	872.32	868.84	865.36	861.88	858.40	854.92	851.44	847.96	844.48	841.00	837.52	834.04	834.04	
SBCO-AVIP-92 BEG. BAL.	15,750.00	15,675.00	15,600.00	15,525.00	15,450.00	15,375.00	15,300.00	15,225.00	15,150.00	15,075.00	15,000.00	14,925.00		
CURRENT MONTH LIABILITY	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00		900.00
MONTHLY ENDING BALANCE	15,675.00	15,600.00	15,525.00	15,450.00	15,375.00	15,300.00	15,225.00	15,150.00	15,075.00	15,000.00	14,925.00	14,850.00	14,850.00	
F. BASS-93A BEG. BAL.	5,468.40	5,442.36	5,416.32	5,390.28	5,364.24	5,338.20	5,312.16	5,286.12	5,260.08	5,234.04	5,208.00	5,181.96		
CURRENT MONTH LIABILITY	26.04	26.04	26.04	26.04	26.04	26.04	26.04	26.04	26.04	26.04	26.04	26.04		312.48
MONTHLY ENDING BALANCE	5,442.36	5,416.32	5,390.28	5,364.24	5,338.20	5,312.16	5,286.12	5,260.08	5,234.04	5,208.00	5,181.96	5,155.92	5,155.92	
F. BASS-93B BEG. BAL.	10,936.80	10,884.72	10,832.64	10,780.56	10,728.48	10,676.40	10,624.32	10,572.24	10,520.16	10,468.08	10,416.00	10,363.92		
CURRENT MONTH LIABILITY	52.08	52.08	52.08	52.08	52.08	52.08	52.08	52.08	52.08	52.08	52.08	52.08		624.96
MONTHLY ENDING BALANCE	10,884.72	10,832.64	10,780.56	10,728.48	10,676.40	10,624.32	10,572.24	10,520.16	10,468.08	10,416.00	10,363.92	10,311.84	10,311.84	
D. MCLAUGHLIN-94 BEG. BAL.	5,031.60	5,007.64	4,983.68	4,959.72	4,935.76	4,911.80	4,887.84	4,863.88	4,839.92	4,815.96	4,792.00	4,768.04		
CURRENT MONTH LIABILITY	23.96	23.96	23.96	23.96	23.96	23.96	23.96	23.96	23.96	23.96	23.96	23.96		287.52
MONTHLY ENDING BALANCE	5,007.64	4,983.68	4,959.72	4,935.76	4,911.80	4,887.84	4,863.88	4,839.92	4,815.96	4,792.00	4,768.04	4,744.08	4,744.08	
JUDY VENN-95 BEG. BAL.	42,029.40	41,829.26	41,629.12	41,428.98	41,228.84	41,028.70	40,828.56	40,628.42	40,428.28	40,228.14	40,028.00	39,827.86		
CURRENT MONTH LIABILITY	200.14	200.14	200.14	200.14	200.14	200.14	200.14	200.14	200.14	200.14	200.14	200.14		2,401.68
MONTHLY ENDING BALANCE	41,829.26	41,629.12	41,428.98	41,228.84	41,028.70	40,828.56	40,628.42	40,428.28	40,228.14	40,028.00	39,827.86	39,627.72	39,627.72	
D. MCLAUGHLIN-W/O#87-0004-#96	4,208.20	4,188.35	4,168.50	4,148.65	4,128.80	4,108.95	4,089.10	4,069.25	4,049.40	4,029.55	4,009.70	3,989.85		
CURRENT MONTH LIABILITY	19.85	19.85	19.85	19.85	19.85	19.85	19.85	19.85	19.85	19.85	19.85	19.85		238.20
MONTHLY ENDING BALANCE	4,188.35	4,168.50	4,148.65	4,128.80	4,108.95	4,089.10	4,069.25	4,049.40	4,029.55	4,009.70	3,989.85	3,970.00	3,970.00	
SUB - TOTAL	88,084.24	87,666.20	87,248.16	86,830.12	86,412.08	85,994.04	85,576.00	85,157.96	84,739.92	84,321.88	83,903.84	83,485.80		
	418.04	418.04	418.04	418.04	418.04	418.04	418.04	418.04	418.04	418.04	418.04	418.04		5,016.48
	87,666.20	87,248.16	86,830.12	86,412.08	85,994.04	85,576.00	85,157.96	84,739.92	84,321.88	83,903.84	83,485.80	83,067.76	83,067.76	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Amount	Amount
UNION BANK OF CA-W/O#87-0005-#97	17,359.07	17,273.94	17,188.85	17,103.76	17,018.67	16,933.58	16,848.49	16,763.40	16,678.31	16,593.22	16,508.13	16,423.04		
CURRENT MONTH LIABILITY	85.13	85.09	85.09	85.09	85.09	85.09	85.09	85.09	85.09	85.09	85.09	85.09		1,021.12
MONTHLY ENDING BALANCE	17,273.94	17,188.85	17,103.76	17,018.67	16,933.58	16,848.49	16,763.40	16,678.31	16,593.22	16,508.13	16,423.04	16,337.95	16,337.95	
MARTIN-W/O#87-0015-#98	2,084.81	2,078.21	2,071.61	2,065.01	2,058.41	2,051.81	2,045.21	2,038.61	2,032.01	2,025.41	2,018.81	2,012.21		
CURRENT MONTH LIABILITY	6.60	6.60	6.60	6.60	6.60	6.60	6.60	6.60	6.60	6.60	6.60	6.60		79.20
MONTHLY ENDING BALANCE	2,078.21	2,071.61	2,065.01	2,058.41	2,051.81	2,045.21	2,038.61	2,032.01	2,025.41	2,018.81	2,012.21	2,005.61	2,005.61	
FORECAST-W/O#87-0018-#99	994.75	990.09	985.43	980.77	976.11	971.45	966.79	962.13	957.47	952.81	948.15	943.49		
CURRENT MONTH LIABILITY	4.66	4.66	4.66	4.66	4.66	4.66	4.66	4.66	4.66	4.66	4.66	4.66		55.92
MONTHLY ENDING BALANCE	990.09	985.43	980.77	976.11	971.45	966.79	962.13	957.47	952.81	948.15	943.49	938.83	938.83	
MCEACHERN-W/O#87-0021-#100	2,250.72	2,240.30	2,229.88	2,219.46	2,209.04	2,198.62	2,188.20	2,177.78	2,167.36	2,156.94	2,146.52	2,136.10		
CURRENT MONTH LIABILITY	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42		125.04
MONTHLY ENDING BALANCE	2,240.30	2,229.88	2,219.46	2,209.04	2,198.62	2,188.20	2,177.78	2,167.36	2,156.94	2,146.52	2,136.10	2,125.68	2,125.68	
SHINDLER-W/O#87-0022-#101	1,770.05	1,757.25	1,744.45	1,731.65	1,718.85	1,706.05	1,693.25	1,680.45	1,667.65	1,654.85	1,642.05	1,629.25		
CURRENT MONTH LIABILITY	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80		153.60
MONTHLY ENDING BALANCE	1,757.25	1,744.45	1,731.65	1,718.85	1,706.05	1,693.25	1,680.45	1,667.65	1,654.85	1,642.05	1,629.25	1,616.45	1,616.45	
LILE-W/O#87-0023-#102	3,657.26	3,640.17	3,623.08	3,605.99	3,588.90	3,571.81	3,554.72	3,537.63	3,520.54	3,503.45	3,486.36	3,469.27		
CURRENT MONTH LIABILITY	17.09	17.09	17.09	17.09	17.09	17.09	17.09	17.09	17.09	17.09	17.09	17.09		205.08
MONTHLY ENDING BALANCE	3,640.17	3,623.08	3,605.99	3,588.90	3,571.81	3,554.72	3,537.63	3,520.54	3,503.45	3,486.36	3,469.27	3,452.18	3,452.18	
DALLEY-W/O#87-0027-#103	1,879.57	1,870.78	1,861.99	1,853.20	1,844.41	1,835.62	1,826.83	1,818.04	1,809.25	1,800.46	1,791.67	1,782.88		
CURRENT MONTH LIABILITY	8.79	8.79	8.79	8.79	8.79	8.79	8.79	8.79	8.79	8.79	8.79	8.79		105.48
MONTHLY ENDING BALANCE	1,870.78	1,861.99	1,853.20	1,844.41	1,835.62	1,826.83	1,818.04	1,809.25	1,800.46	1,791.67	1,782.88	1,774.09	1,774.09	
ATHAN-W/O#87-0029-#104	820.60	816.87	813.14	809.41	805.68	801.95	798.22	794.49	790.76	787.03	783.30	779.57		
CURRENT MONTH LIABILITY	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73		44.76
MONTHLY ENDING BALANCE	816.87	813.14	809.41	805.68	801.95	798.22	794.49	790.76	787.03	783.30	779.57	775.84	775.84	
RIGGS-W/O#87-0031-#105	1,796.73	1,788.60	1,780.47	1,772.34	1,764.21	1,756.08	1,747.95	1,739.82	1,731.69	1,723.56	1,715.43	1,707.30		
CURRENT MONTH LIABILITY	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13		97.56
MONTHLY ENDING BALANCE	1,788.60	1,780.47	1,772.34	1,764.21	1,756.08	1,747.95	1,739.82	1,731.69	1,723.56	1,715.43	1,707.30	1,699.17	1,699.17	
HUIISH-W/O#87-0020-#106	7,639.97	7,605.40	7,570.83	7,536.26	7,501.69	7,467.12	7,432.55	7,397.98	7,363.41	7,328.84	7,294.27	7,259.70		
CURRENT MONTH LIABILITY	34.57	34.57	34.57	34.57	34.57	34.57	34.57	34.57	34.57	34.57	34.57	34.57		414.84
MONTHLY ENDING BALANCE	7,605.40	7,570.83	7,536.26	7,501.69	7,467.12	7,432.55	7,397.98	7,363.41	7,328.84	7,294.27	7,259.70	7,225.13	7,225.13	
SUB - TOTAL	40,253.53	40,061.61	39,869.73	39,677.85	39,485.97	39,294.09	39,102.21	38,910.33	38,718.45	38,526.57	38,334.69	38,142.81		2,302.60
	191.92	191.88	191.88	191.88	191.88	191.88	191.88	191.88	191.88	191.88	191.88	191.88		
	40,061.61	39,869.73	39,677.85	39,485.97	39,294.09	39,102.21	38,910.33	38,718.45	38,526.57	38,334.69	38,142.81	37,950.93	37,950.93	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
HDSL-W/O#88-0022-#107	6,122.76	6,095.18	6,067.60	6,040.02	6,012.44	5,984.86	5,957.28	5,929.70	5,902.12	5,874.54	5,846.96	5,819.38		
CURRENT MONTH LIABILITY	27.58	27.58	27.58	27.58	27.58	27.58	27.58	27.58	27.58	27.58	27.58	27.58		330.96
MONTH ENDING BALANCE	6,095.18	6,067.60	6,040.02	6,012.44	5,984.86	5,957.28	5,929.70	5,902.12	5,874.54	5,846.96	5,819.38	5,791.80	5,791.80	
SANDIA SCH-W/O#88-0005-#108	21,975.75	21,878.08	21,780.41	21,682.74	21,585.07	21,487.40	21,389.73	21,292.06	21,194.39	21,096.72	20,999.05	20,901.38		
CURRENT MONTH LIABILITY	97.67	97.67	97.67	97.67	97.67	97.67	97.67	97.67	97.67	97.67	97.67	97.67		1,172.04
MONTH ENDING BALANCE	21,878.08	21,780.41	21,682.74	21,585.07	21,487.40	21,389.73	21,292.06	21,194.39	21,096.72	20,999.05	20,901.38	20,803.71	20,803.71	
LEONARD-W/O#88-0003-#109	50,878.40	50,655.24	50,432.08	50,208.92	49,985.76	49,762.60	49,539.44	49,316.28	49,093.12	48,869.96	48,646.80	48,423.64		
CURRENT MONTH LIABILITY	223.16	223.16	223.16	223.16	223.16	223.16	223.16	223.16	223.16	223.16	223.16	223.16		2,677.92
MONTH ENDING BALANCE	50,655.24	50,432.08	50,208.92	49,985.76	49,762.60	49,539.44	49,316.28	49,093.12	48,869.96	48,646.80	48,423.64	48,200.48	48,200.48	
L. GAYNOR-W/O#88-0061-#110	2,088.36	2,079.19	2,070.02	2,060.85	2,051.68	2,042.51	2,033.34	2,024.17	2,015.00	2,005.83	1,996.66	1,987.49		
CURRENT MONTH LIABILITY	9.17	9.17	9.17	9.17	9.17	9.17	9.17	9.17	9.17	9.17	9.17	9.17		110.04
MONTH ENDING BALANCE	2,079.19	2,070.02	2,060.85	2,051.68	2,042.51	2,033.34	2,024.17	2,015.00	2,005.83	1,996.66	1,987.49	1,978.32	1,978.32	
SYMINGTON/PROVOVOST-#87-0012&17-#111	308,512.95	307,232.70	305,952.45	304,672.20	303,391.95	302,111.70	300,831.45	299,551.20	298,270.95	296,990.70	295,710.45	294,430.20		
CURRENT MONTH LIABILITY	1,280.25	1,280.25	1,280.25	1,280.25	1,280.25	1,280.25	1,280.25	1,280.25	1,280.25	1,280.25	1,280.25	1,280.25		15,363.00
MONTH ENDING BALANCE	307,232.70	305,952.45	304,672.20	303,391.95	302,111.70	300,831.45	299,551.20	298,270.95	296,990.70	295,710.45	294,430.20	293,149.95	293,149.95	
VANCE-W/O#87-0030-#112	5,814.53	5,789.01	5,763.49	5,737.97	5,712.45	5,686.93	5,661.41	5,635.89	5,610.37	5,584.85	5,559.33	5,533.81		
CURRENT MONTH LIABILITY	25.52	25.52	25.52	25.52	25.52	25.52	25.52	25.52	25.52	25.52	25.52	25.52		306.24
MONTH ENDING BALANCE	5,789.01	5,763.49	5,737.97	5,712.45	5,686.93	5,661.41	5,635.89	5,610.37	5,584.85	5,559.33	5,533.81	5,508.29	5,508.29	
GULBRN SON-W/O#87-0035-#113	3,525.03	3,509.55	3,494.07	3,478.59	3,463.11	3,447.63	3,432.15	3,416.67	3,401.19	3,385.71	3,370.23	3,354.75		
CURRENT MONTH LIABILITY	15.48	15.48	15.48	15.48	15.48	15.48	15.48	15.48	15.48	15.48	15.48	15.48		185.76
MONTH ENDING BALANCE	3,509.55	3,494.07	3,478.59	3,463.11	3,447.63	3,432.15	3,416.67	3,401.19	3,385.71	3,370.23	3,354.75	3,339.27	3,339.27	
RICHMOND-W/O#88-0014-#114	36,524.77	36,364.56	36,204.35	36,044.14	35,883.93	35,723.72	35,563.51	35,403.30	35,243.09	35,082.88	34,922.67	34,762.46		
CURRENT MONTH LIABILITY	160.21	160.21	160.21	160.21	160.21	160.21	160.21	160.21	160.21	160.21	160.21	160.21		1,922.52
MONTH ENDING BALANCE	36,364.56	36,204.35	36,044.14	35,883.93	35,723.72	35,563.51	35,403.30	35,243.09	35,082.88	34,922.67	34,762.46	34,602.25	34,602.25	
LEEBOURG-W/O#88-0040-#115	2,511.85	2,500.82	2,489.79	2,478.76	2,467.73	2,456.70	2,445.67	2,434.64	2,423.61	2,412.58	2,401.55	2,390.52		
CURRENT MONTH LIABILITY	11.03	11.03	11.03	11.03	11.03	11.03	11.03	11.03	11.03	11.03	11.03	11.03		132.36
MONTH ENDING BALANCE	2,500.82	2,489.79	2,478.76	2,467.73	2,456.70	2,445.67	2,434.64	2,423.61	2,412.58	2,401.55	2,390.52	2,379.49	2,379.49	
ACCOMAZZO-W/O#88-0043-#116	2,108.42	2,099.16	2,089.90	2,080.64	2,071.38	2,062.12	2,052.86	2,043.60	2,034.34	2,025.08	2,015.82	2,006.56		
CURRENT MONTH LIABILITY	9.26	9.26	9.26	9.26	9.26	9.26	9.26	9.26	9.26	9.26	9.26	9.26		111.12
MONTH ENDING BALANCE	2,099.16	2,089.90	2,080.64	2,071.38	2,062.12	2,052.86	2,043.60	2,034.34	2,025.08	2,015.82	2,006.56	1,997.30	1,997.30	
SUB - TOTAL	440,062.82	438,203.49	436,344.16	434,484.83	432,625.50	430,766.17	428,906.84	427,047.51	425,188.18	423,328.85	421,469.52	419,610.19		
	1,859.33	1,859.33	1,859.33	1,859.33	1,859.33	1,859.33	1,859.33	1,859.33	1,859.33	1,859.33	1,859.33	1,859.33		22,311.96
	438,203.49	436,344.16	434,484.83	432,625.50	430,766.17	428,906.84	427,047.51	425,188.18	423,328.85	421,469.52	419,610.19	417,750.86	417,750.86	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
MURPHY-W/O#88-0048-#117	3,823.56	3,806.79	3,790.02	3,773.25	3,756.48	3,739.71	3,722.94	3,706.17	3,689.40	3,672.63	3,655.86	3,639.09		
CURRENT MONTH LIABILITY	16.77	16.77	16.77	16.77	16.77	16.77	16.77	16.77	16.77	16.77	16.77	16.77		201.24
MONTH ENDING BALANCE	3,806.79	3,790.02	3,773.25	3,756.48	3,739.71	3,722.94	3,706.17	3,689.40	3,672.63	3,655.86	3,639.09	3,622.32	3,622.32	
WEISS-W/O#88-0056-#118	40,006.54	39,833.87	39,661.20	39,488.53	39,315.86	39,143.19	38,970.52	38,797.85	38,625.18	38,452.51	38,279.84	38,107.17		
CURRENT MONTH LIABILITY	172.67	172.67	172.67	172.67	172.67	172.67	172.67	172.67	172.67	172.67	172.67	172.67		2,072.04
MONTH ENDING BALANCE	39,833.87	39,661.20	39,488.53	39,315.86	39,143.19	38,970.52	38,797.85	38,625.18	38,452.51	38,279.84	38,107.17	37,934.50	37,934.50	
VANCE-W/O#88-0060-#119	36,601.87	36,447.47	36,293.07	36,138.67	35,984.27	35,829.87	35,675.47	35,521.07	35,366.67	35,212.27	35,057.87	34,903.47		
CURRENT MONTH LIABILITY	154.40	154.40	154.40	154.40	154.40	154.40	154.40	154.40	154.40	154.40	154.40	154.40		1,852.80
MONTH ENDING BALANCE	36,447.47	36,293.07	36,138.67	35,984.27	35,829.87	35,675.47	35,521.07	35,366.67	35,212.27	35,057.87	34,903.47	34,749.07	34,749.07	
RGLR/DEUT-W/O#89-0013-#120	18,680.60	18,602.09	18,523.58	18,445.07	18,366.56	18,288.05	18,209.54	18,131.03	18,052.52	17,974.01	17,895.50	17,816.99		
CURRENT MONTH LIABILITY	78.51	78.51	78.51	78.51	78.51	78.51	78.51	78.51	78.51	78.51	78.51	78.51		942.12
MONTH ENDING BALANCE	18,602.09	18,523.58	18,445.07	18,366.56	18,288.05	18,209.54	18,131.03	18,052.52	17,974.01	17,895.50	17,816.99	17,738.48	17,738.48	
MILLER/HRUBIK-W/O#89-0055-#121	34,805.57	34,659.94	34,514.31	34,368.68	34,223.05	34,077.42	33,931.79	33,786.16	33,640.53	33,494.90	33,349.27	33,203.64		
CURRENT MONTH LIABILITY	145.63	145.63	145.63	145.63	145.63	145.63	145.63	145.63	145.63	145.63	145.63	145.63		1,747.56
MONTH ENDING BALANCE	34,659.94	34,514.31	34,368.68	34,223.05	34,077.42	33,931.79	33,786.16	33,640.53	33,494.90	33,349.27	33,203.64	33,058.01	33,058.01	
BILLAT/SERUGA-#88-0044-#122	10,898.40	10,852.80	10,807.20	10,761.60	10,716.00	10,670.40	10,624.80	10,579.20	10,533.60	10,488.00	10,442.40	10,396.80		
CURRENT MONTH LIABILITY	45.60	45.60	45.60	45.60	45.60	45.60	45.60	45.60	45.60	45.60	45.60	45.60		547.20
MONTH ENDING BALANCE	10,852.80	10,807.20	10,761.60	10,716.00	10,670.40	10,624.80	10,579.20	10,533.60	10,488.00	10,442.40	10,396.80	10,351.20	10,351.20	
SWEET-W/O#89-0009-#123	30,223.94	30,097.48	29,971.02	29,844.56	29,718.10	29,591.64	29,465.18	29,338.72	29,212.26	29,085.80	28,959.34	28,832.88		
CURRENT MONTH LIABILITY	126.46	126.46	126.46	126.46	126.46	126.46	126.46	126.46	126.46	126.46	126.46	126.46		1,517.52
MONTH ENDING BALANCE	30,097.48	29,971.02	29,844.56	29,718.10	29,591.64	29,465.18	29,338.72	29,212.26	29,085.80	28,959.34	28,832.88	28,706.42	28,706.42	
RUGTIV-W/O#88-0051-#124	22,713.60	22,618.96	22,524.32	22,429.68	22,335.04	22,240.40	22,145.76	22,051.12	21,956.48	21,861.84	21,767.20	21,672.56		
CURRENT MONTH LIABILITY	94.64	94.64	94.64	94.64	94.64	94.64	94.64	94.64	94.64	94.64	94.64	94.64		1,135.68
MONTH ENDING BALANCE	22,618.96	22,524.32	22,429.68	22,335.04	22,240.40	22,145.76	22,051.12	21,956.48	21,861.84	21,767.20	21,672.56	21,577.92	21,577.92	
ROBBEN-#89-0022-#125-A	24,999.24	24,895.07	24,790.90	24,686.73	24,582.56	24,478.39	24,374.22	24,270.05	24,165.88	24,061.71	23,957.54	23,853.37		
CURRENT MONTH LIABILITY	104.17	104.17	104.17	104.17	104.17	104.17	104.17	104.17	104.17	104.17	104.17	104.17		1,250.04
MONTH ENDING BALANCE	24,895.07	24,790.90	24,686.73	24,582.56	24,478.39	24,374.22	24,270.05	24,165.88	24,061.71	23,957.54	23,853.37	23,749.20	23,749.20	
VANCE PHIL-#89-0038-#126	15,331.20	15,267.32	15,203.44	15,139.56	15,075.68	15,011.80	14,947.92	14,884.04	14,820.16	14,756.28	14,692.40	14,628.52		
CURRENT MONTH LIABILITY	63.88	63.88	63.88	63.88	63.88	63.88	63.88	63.88	63.88	63.88	63.88	63.88		766.56
MONTH ENDING BALANCE	15,267.32	15,203.44	15,139.56	15,075.68	15,011.80	14,947.92	14,884.04	14,820.16	14,756.28	14,692.40	14,628.52	14,564.64	14,564.64	
SUB - TOTAL	238,084.52	237,081.79	236,079.06	235,076.33	234,073.60	233,070.87	232,068.14	231,065.41	230,062.68	229,059.95	228,057.22	227,054.49		
	1,002.73	1,002.73	1,002.73	1,002.73	1,002.73	1,002.73	1,002.73	1,002.73	1,002.73	1,002.73	1,002.73	1,002.73		12,032.76
	237,081.79	236,079.06	235,076.33	234,073.60	233,070.87	232,068.14	231,065.41	230,062.68	229,059.95	228,057.22	227,054.49	226,051.76	226,051.76	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
BILLAT-W/O#89-0042-#127	42,240.00	42,064.00	41,888.00	41,712.00	41,536.00	41,360.00	41,184.00	41,008.00	40,832.00	40,656.00	40,480.00	40,304.00		
CURRENT MONTH LIABILITY	176.00	176.00	176.00	176.00	176.00	176.00	176.00	176.00	176.00	176.00	176.00	176.00		2,112.00
MONTH ENDING BALANCE	42,064.00	41,888.00	41,712.00	41,536.00	41,360.00	41,184.00	41,008.00	40,832.00	40,656.00	40,480.00	40,304.00	40,128.00	40,128.00	
AV TRANSFER-W/O#89-0058-#128	4,053.60	4,036.71	4,019.82	4,002.93	3,986.04	3,969.15	3,952.26	3,935.37	3,918.48	3,901.59	3,884.70	3,867.81		
CURRENT MONTH LIABILITY	16.89	16.89	16.89	16.89	16.89	16.89	16.89	16.89	16.89	16.89	16.89	16.89		202.68
MONTH ENDING BALANCE	4,036.71	4,019.82	4,002.93	3,986.04	3,969.15	3,952.26	3,935.37	3,918.48	3,901.59	3,884.70	3,867.81	3,850.92	3,850.92	
1ST BANK OF ONAGA-W/O#89-018-#129	45,980.16	45,788.58	45,597.00	45,405.42	45,213.84	45,022.26	44,830.68	44,639.10	44,447.52	44,255.94	44,064.36	43,872.78		
CURRENT MONTH LIABILITY	191.58	191.58	191.58	191.58	191.58	191.58	191.58	191.58	191.58	191.58	191.58	191.58		2,298.96
MONTH ENDING BALANCE	45,788.58	45,597.00	45,405.42	45,213.84	45,022.26	44,830.68	44,639.10	44,447.52	44,255.94	44,064.36	43,872.78	43,681.20	43,681.20	
RIGLER-W/O#89-0043-#130	34,378.83	34,235.58	34,092.33	33,949.08	33,805.83	33,662.58	33,519.33	33,376.08	33,232.83	33,089.58	32,946.33	32,803.08		
CURRENT MONTH LIABILITY	143.25	143.25	143.25	143.25	143.25	143.25	143.25	143.25	143.25	143.25	143.25	143.25		1,719.00
MONTH ENDING BALANCE	34,235.58	34,092.33	33,949.08	33,805.83	33,662.58	33,519.33	33,376.08	33,232.83	33,089.58	32,946.33	32,803.08	32,659.83	32,659.83	
TIMBER TERRA INV-W/O#90-0001-#131	5,807.50	5,783.30	5,759.10	5,734.90	5,710.70	5,686.50	5,662.30	5,638.10	5,613.90	5,589.70	5,565.50	5,541.30		
CURRENT MONTH LIABILITY	24.20	24.20	24.20	24.20	24.20	24.20	24.20	24.20	24.20	24.20	24.20	24.20		290.40
MONTH ENDING BALANCE	5,783.30	5,759.10	5,734.90	5,710.70	5,686.50	5,662.30	5,638.10	5,613.90	5,589.70	5,565.50	5,541.30	5,517.10	5,517.10	
VANCE PHASE IV-89-0047-#132	11,498.77	11,450.85	11,402.93	11,355.01	11,307.09	11,259.17	11,211.25	11,163.33	11,115.41	11,067.49	11,019.57	10,971.65		
CURRENT MONTH LIABILITY	47.92	47.92	47.92	47.92	47.92	47.92	47.92	47.92	47.92	47.92	47.92	47.92		575.04
MONTH ENDING BALANCE	11,450.85	11,402.93	11,355.01	11,307.09	11,259.17	11,211.25	11,163.33	11,115.41	11,067.49	11,019.57	10,971.65	10,923.73	10,923.73	
VALK-W/O#89-0035-#133	21,848.15	21,757.12	21,666.09	21,575.06	21,484.03	21,393.00	21,301.97	21,210.94	21,119.91	21,028.88	20,937.85	20,846.82		
CURRENT MONTH LIABILITY	91.03	91.03	91.03	91.03	91.03	91.03	91.03	91.03	91.03	91.03	91.03	91.03		1,092.36
MONTH ENDING BALANCE	21,757.12	21,666.09	21,575.06	21,484.03	21,393.00	21,301.97	21,210.94	21,119.91	21,028.88	20,937.85	20,846.82	20,755.79	20,755.79	
OSBORNE-89-0041-#134	4,494.97	4,476.24	4,457.51	4,438.78	4,420.05	4,401.32	4,382.59	4,363.86	4,345.13	4,326.40	4,307.67	4,288.94		
CURRENT MONTH LIABILITY	18.73	18.73	18.73	18.73	18.73	18.73	18.73	18.73	18.73	18.73	18.73	18.73		224.76
MONTH ENDING BALANCE	4,476.24	4,457.51	4,438.78	4,420.05	4,401.32	4,382.59	4,363.86	4,345.13	4,326.40	4,307.67	4,288.94	4,270.21	4,270.21	
RIGLER-89-0026-#135	21,248.73	21,161.19	21,072.65	20,984.11	20,895.57	20,807.03	20,718.49	20,629.95	20,541.41	20,452.87	20,364.33	20,275.79		
CURRENT MONTH LIABILITY	88.54	88.54	88.54	88.54	88.54	88.54	88.54	88.54	88.54	88.54	88.54	88.54		1,062.48
MONTH ENDING BALANCE	21,161.19	21,072.65	20,984.11	20,895.57	20,807.03	20,718.49	20,629.95	20,541.41	20,452.87	20,364.33	20,275.79	20,187.25	20,187.25	
ARCO-89-0028-#136	8,599.49	8,563.66	8,527.83	8,492.00	8,456.17	8,420.34	8,384.51	8,348.68	8,312.85	8,277.02	8,241.19	8,205.36		
CURRENT MONTH LIABILITY	35.83	35.83	35.83	35.83	35.83	35.83	35.83	35.83	35.83	35.83	35.83	35.83		429.96
MONTH ENDING BALANCE	8,563.66	8,527.83	8,492.00	8,456.17	8,420.34	8,384.51	8,348.68	8,312.85	8,277.02	8,241.19	8,205.36	8,169.53	8,169.53	
SUB - TOTAL	200,151.20	199,317.23	198,483.26	197,649.29	196,815.32	195,981.35	195,147.38	194,313.41	193,479.44	192,645.47	191,811.50	190,977.53	190,143.56	10,007.64

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
JERL-89-0048-#137	13,080.00	13,025.50	12,971.00	12,916.50	12,862.00	12,807.50	12,753.00	12,698.50	12,644.00	12,589.50	12,535.00	12,480.50		
CURRENT MONTH LIABILITY	54.50	54.50	54.50	54.50	54.50	54.50	54.50	54.50	54.50	54.50	54.50	54.50		654.00
MONTH ENDING BALANCE	13,025.50	12,971.00	12,916.50	12,862.00	12,807.50	12,753.00	12,698.50	12,644.00	12,589.50	12,535.00	12,480.50	12,426.00	12,426.00	
MANSARD-89-0056-#138	105,176.92	104,738.69	104,300.46	103,862.23	103,424.00	102,985.77	102,547.54	102,109.31	101,671.08	101,232.85	100,794.62	100,356.39		
CURRENT MONTH LIABILITY	438.23	438.23	438.23	438.23	438.23	438.23	438.23	438.23	438.23	438.23	438.23	438.23		5,258.76
MONTH ENDING BALANCE	104,738.69	104,300.46	103,862.23	103,424.00	102,985.77	102,547.54	102,109.31	101,671.08	101,232.85	100,794.62	100,356.39	99,918.16	99,918.16	
EASTON-89-0051-#139	84,296.37	83,945.14	83,593.91	83,242.68	82,891.45	82,540.22	82,188.99	81,837.76	81,486.53	81,135.30	80,784.07	80,432.84		
CURRENT MONTH LIABILITY	351.23	351.23	351.23	351.23	351.23	351.23	351.23	351.23	351.23	351.23	351.23	351.23		4,214.76
MONTH ENDING BALANCE	83,945.14	83,593.91	83,242.68	82,891.45	82,540.22	82,188.99	81,837.76	81,486.53	81,135.30	80,784.07	80,432.84	80,081.61	80,081.61	
KEMPLER-#89-0054-#140	54,477.44	54,245.20	54,012.96	53,780.72	53,548.48	53,316.24	53,084.00	52,851.76	52,619.52	52,387.28	52,155.04	51,922.80		
CURRENT MONTH LIABILITY	232.24	232.24	232.24	232.24	232.24	232.24	232.24	232.24	232.24	232.24	232.24	232.24		2,786.88
MONTH ENDING BALANCE	54,245.20	54,012.96	53,780.72	53,548.48	53,316.24	53,084.00	52,851.76	52,619.52	52,387.28	52,155.04	51,922.80	51,690.56	51,690.56	
RIGLER-W/O#90-0009-#141	25,086.14	24,981.62	24,877.10	24,772.58	24,668.06	24,563.54	24,459.02	24,354.50	24,249.98	24,145.46	24,040.94	23,936.42		
CURRENT MONTH LIABILITY	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52		1,254.24
MONTH ENDING BALANCE	24,981.62	24,877.10	24,772.58	24,668.06	24,563.54	24,459.02	24,354.50	24,249.98	24,145.46	24,040.94	23,936.42	23,831.90	23,831.90	
MARJORIE COVEY-W/O#90-0019-#142	4,801.80	4,781.79	4,761.78	4,741.77	4,721.76	4,701.75	4,681.74	4,661.73	4,641.72	4,621.71	4,601.70	4,581.69		
CURRENT MONTH LIABILITY	20.01	20.01	20.01	20.01	20.01	20.01	20.01	20.01	20.01	20.01	20.01	20.01		240.12
MONTH ENDING BALANCE	4,781.79	4,761.78	4,741.77	4,721.76	4,701.75	4,681.74	4,661.73	4,641.72	4,621.71	4,601.70	4,581.69	4,561.68	4,561.68	
SBCO DEPT OF AIRPORTS-#88-0053-#143	48,236.19	48,035.21	47,834.23	47,633.25	47,432.27	47,231.29	47,030.31	46,829.33	46,628.35	46,427.37	46,226.39	46,025.41		
CURRENT MONTH LIABILITY	200.98	200.98	200.98	200.98	200.98	200.98	200.98	200.98	200.98	200.98	200.98	200.98		2,411.76
MONTH ENDING BALANCE	48,035.21	47,834.23	47,633.25	47,432.27	47,231.29	47,030.31	46,829.33	46,628.35	46,427.37	46,226.39	46,025.41	45,824.43	45,824.43	
RIGLER/DEUTSCH-#90-0003-#144	40,087.46	39,920.42	39,753.38	39,586.34	39,419.30	39,252.26	39,085.22	38,918.18	38,751.14	38,584.10	38,417.06	38,250.02		
CURRENT MONTH LIABILITY	167.04	167.04	167.04	167.04	167.04	167.04	167.04	167.04	167.04	167.04	167.04	167.04		2,004.48
MONTH ENDING BALANCE	39,920.42	39,753.38	39,586.34	39,419.30	39,252.26	39,085.22	38,918.18	38,751.14	38,584.10	38,417.06	38,250.02	38,082.98	38,082.98	
RIGLER/DEUTSCH-#90-0012-#145	37,225.37	37,070.26	36,915.15	36,760.04	36,604.93	36,449.82	36,294.71	36,139.60	35,984.49	35,829.38	35,674.27	35,519.16		
CURRENT MONTH LIABILITY	155.11	155.11	155.11	155.11	155.11	155.11	155.11	155.11	155.11	155.11	155.11	155.11		1,861.32
MONTH ENDING BALANCE	37,070.26	36,915.15	36,760.04	36,604.93	36,449.82	36,294.71	36,139.60	35,984.49	35,829.38	35,674.27	35,519.16	35,364.05	35,364.05	
J.GOLDEN-W/O#90-0022-#146	5,826.23	5,801.96	5,777.69	5,753.42	5,729.15	5,704.88	5,680.61	5,656.34	5,632.07	5,607.80	5,583.53	5,559.26		
CURRENT MONTH LIABILITY	24.27	24.27	24.27	24.27	24.27	24.27	24.27	24.27	24.27	24.27	24.27	24.27		291.24
MONTH ENDING BALANCE	5,801.96	5,777.69	5,753.42	5,729.15	5,704.88	5,680.61	5,656.34	5,632.07	5,607.80	5,583.53	5,559.26	5,534.99	5,534.99	
SUB - TOTAL	418,293.92	416,545.79	414,797.66	413,049.53	411,301.40	409,553.27	407,805.14	406,057.01	404,308.88	402,560.75	400,812.62	399,064.49		
	1,748.13	1,748.13	1,748.13	1,748.13	1,748.13	1,748.13	1,748.13	1,748.13	1,748.13	1,748.13	1,748.13	1,748.13		20,977.56
	416,545.79	414,797.66	413,049.53	411,301.40	409,553.27	407,805.14	406,057.01	404,308.88	402,560.75	400,812.62	399,064.49	397,316.36	397,316.36	

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													Long-Term Amount	Current Amount
J. MORRILL-#90-0024-#147	44,129.61	43,945.74	43,761.87	43,578.00	43,394.13	43,210.26	43,026.39	42,842.52	42,658.65	42,474.78	42,290.91	42,107.04		
CURRENT MONTH LIABILITY	183.87	183.87	183.87	183.87	183.87	183.87	183.87	183.87	183.87	183.87	183.87	183.87		2,206.44
MONTH ENDING BALANCE	43,945.74	43,761.87	43,578.00	43,394.13	43,210.26	43,026.39	42,842.52	42,658.65	42,474.78	42,290.91	42,107.04	41,923.17	41,923.17	
LEONARD CHARITABLE FOUNDATION-#90-0027-#148	9,576.83	9,536.92	9,497.01	9,457.10	9,417.19	9,377.28	9,337.37	9,297.46	9,257.55	9,217.64	9,177.73	9,137.82		
CURRENT MONTH LIABILITY	39.91	39.91	39.91	39.91	39.91	39.91	39.91	39.91	39.91	39.91	39.91	39.91		478.92
MONTH ENDING BALANCE	9,536.92	9,497.01	9,457.10	9,417.19	9,377.28	9,337.37	9,297.46	9,257.55	9,217.64	9,177.73	9,137.82	9,097.91	9,097.91	
COVEY-#90-0016-#149	107,043.95	106,597.94	106,151.93	105,705.92	105,259.91	104,813.90	104,367.89	103,921.88	103,475.87	103,029.86	102,583.85	102,137.84		
CURRENT MONTH LIABILITY	446.01	446.01	446.01	446.01	446.01	446.01	446.01	446.01	446.01	446.01	446.01	446.01		5,352.12
MONTH ENDING BALANCE	106,597.94	106,151.93	105,705.92	105,259.91	104,813.90	104,367.89	103,921.88	103,475.87	103,029.86	102,583.85	102,137.84	101,691.83	101,691.83	
K-MART-#89-0053-#150-A	69,964.28	69,686.65	69,409.02	69,131.39	68,853.76	68,576.13	68,298.50	68,020.87	67,743.24	67,465.61	67,187.98	66,910.35		
CURRENT MONTH LIABILITY	277.63	277.63	277.63	277.63	277.63	277.63	277.63	277.63	277.63	277.63	277.63	277.63		3,331.56
MONTH ENDING BALANCE	69,686.65	69,409.02	69,131.39	68,853.76	68,576.13	68,298.50	68,020.87	67,743.24	67,465.61	67,187.98	66,910.35	66,632.72	66,632.72	
ALBERTSONS-#89-0053-#150-B	28,955.42	28,840.52	28,725.62	28,610.72	28,495.82	28,380.92	28,266.02	28,151.12	28,036.22	27,921.32	27,806.42	27,691.52		
CURRENT MONTH LIABILITY	114.90	114.90	114.90	114.90	114.90	114.90	114.90	114.90	114.90	114.90	114.90	114.90		1,378.80
MONTH ENDING BALANCE	28,840.52	28,725.62	28,610.72	28,495.82	28,380.92	28,266.02	28,151.12	28,036.22	27,921.32	27,806.42	27,691.52	27,576.62	27,576.62	
D.E.K.K. ASSOC.-#89-0053-#150-C	14,364.53	14,307.53	14,250.53	14,193.53	14,136.53	14,079.53	14,022.53	13,965.53	13,908.53	13,851.53	13,794.53	13,737.53		
CURRENT MONTH LIABILITY	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00		684.00
MONTH ENDING BALANCE	14,307.53	14,250.53	14,193.53	14,136.53	14,079.53	14,022.53	13,965.53	13,908.53	13,851.53	13,794.53	13,737.53	13,680.53	13,680.53	
VANCE PH 11-#90-0004-#151	17,983.05	17,911.68	17,840.31	17,768.94	17,697.57	17,626.20	17,554.83	17,483.46	17,412.09	17,340.72	17,269.35	17,197.98		
CURRENT MONTH LIABILITY	71.37	71.37	71.37	71.37	71.37	71.37	71.37	71.37	71.37	71.37	71.37	71.37		856.44
MONTH ENDING BALANCE	17,911.68	17,840.31	17,768.94	17,697.57	17,626.20	17,554.83	17,483.46	17,412.09	17,340.72	17,269.35	17,197.98	17,126.61	17,126.61	
VANCE PH 3-#90-0031-#152	16,682.95	16,616.75	16,550.55	16,484.35	16,418.15	16,351.95	16,285.75	16,219.55	16,153.35	16,087.15	16,020.95	15,954.75		
CURRENT MONTH LIABILITY	66.20	66.20	66.20	66.20	66.20	66.20	66.20	66.20	66.20	66.20	66.20	66.20		794.40
MONTH ENDING BALANCE	16,616.75	16,550.55	16,484.35	16,418.15	16,351.95	16,285.75	16,219.55	16,153.35	16,087.15	16,020.95	15,954.75	15,888.55	15,888.55	
G. LONDON-#89-0008-#153	4,558.20	4,540.10	4,522.00	4,503.90	4,485.80	4,467.70	4,449.60	4,431.50	4,413.40	4,395.30	4,377.20	4,359.10		
CURRENT MONTH LIABILITY	18.10	18.10	18.10	18.10	18.10	18.10	18.10	18.10	18.10	18.10	18.10	18.10		217.20
MONTH ENDING BALANCE	4,540.10	4,522.00	4,503.90	4,485.80	4,467.70	4,449.60	4,431.50	4,413.40	4,395.30	4,377.20	4,359.10	4,341.00	4,341.00	
SON OF CADUCEUS-#89-0008-#154	786.04	782.92	779.80	776.68	773.56	770.44	767.32	764.20	761.08	757.96	754.84	751.72		
CURRENT MONTH LIABILITY	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12		37.44
MONTH ENDING BALANCE	782.92	779.80	776.68	773.56	770.44	767.32	764.20	761.08	757.96	754.84	751.72	748.60	748.60	
SUB - TOTAL	314,044.86	312,766.75	311,488.64	310,210.53	308,932.42	307,654.31	306,376.20	305,098.09	303,819.98	302,541.87	301,263.76	299,985.65		
	1,278.11	1,278.11	1,278.11	1,278.11	1,278.11	1,278.11	1,278.11	1,278.11	1,278.11	1,278.11	1,278.11	1,278.11		15,337.32
	312,766.75	311,488.64	310,210.53	308,932.42	307,654.31	306,376.20	305,098.09	303,819.98	302,541.87	301,263.76	299,985.65	298,707.54	298,707.54	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
ALLEN/CAMPBELL-#89-0008-#155	2,830.19	2,818.96	2,807.73	2,796.50	2,785.27	2,774.04	2,762.81	2,751.58	2,740.35	2,729.12	2,717.89	2,706.66		
CURRENT MONTH LIABILITY	11.23	11.23	11.23	11.23	11.23	11.23	11.23	11.23	11.23	11.23	11.23	11.23		134.76
MONTH ENDING BALANCE	2,818.96	2,807.73	2,796.50	2,785.27	2,774.04	2,762.81	2,751.58	2,740.35	2,729.12	2,717.89	2,706.66	2,695.43	2,695.43	
TODD DEV-#90-0043-#156	10,065.15	10,025.15	9,985.15	9,945.15	9,905.15	9,865.15	9,825.15	9,785.15	9,745.15	9,705.15	9,665.15	9,625.15		
CURRENT MONTH LIABILITY	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00		480.00
MONTH ENDING BALANCE	10,025.15	9,985.15	9,945.15	9,905.15	9,865.15	9,825.15	9,785.15	9,745.15	9,705.15	9,665.15	9,625.15	9,585.15	9,585.15	
AV JR H.S.-#90-0014-#157	47,182.74	46,995.51	46,808.28	46,621.05	46,433.82	46,246.59	46,059.36	45,872.13	45,684.90	45,497.67	45,310.44	45,123.21		
CURRENT MONTH LIABILITY	187.23	187.23	187.23	187.23	187.23	187.23	187.23	187.23	187.23	187.23	187.23	187.23		2,246.76
MONTH ENDING BALANCE	46,995.51	46,808.28	46,621.05	46,433.82	46,246.59	46,059.36	45,872.13	45,684.90	45,497.67	45,310.44	45,123.21	44,935.98	44,935.98	
CORWIN MED-#90-0017-#158	11,384.58	11,339.40	11,294.22	11,249.04	11,203.86	11,158.68	11,113.50	11,068.32	11,023.14	10,977.96	10,932.78	10,887.60		
CURRENT MONTH LIABILITY	45.18	45.18	45.18	45.18	45.18	45.18	45.18	45.18	45.18	45.18	45.18	45.18		542.16
MONTH ENDING BALANCE	11,339.40	11,294.22	11,249.04	11,203.86	11,158.68	11,113.50	11,068.32	11,023.14	10,977.96	10,932.78	10,887.60	10,842.42	10,842.42	
VANCE PH IV-#91-0014-#159	26,817.84	26,711.42	26,605.00	26,498.58	26,392.16	26,285.74	26,179.32	26,072.90	25,966.48	25,860.06	25,753.64	25,647.22		
CURRENT MONTH LIABILITY	106.42	106.42	106.42	106.42	106.42	106.42	106.42	106.42	106.42	106.42	106.42	106.42		1,277.04
MONTH ENDING BALANCE	26,711.42	26,605.00	26,498.58	26,392.16	26,285.74	26,179.32	26,072.90	25,966.48	25,860.06	25,753.64	25,647.22	25,540.80	25,540.80	
CK PROPERTIES-#90-0020-#160	64,158.92	63,904.32	63,649.72	63,395.12	63,140.52	62,885.92	62,631.32	62,376.72	62,122.12	61,867.52	61,612.92	61,358.32		
CURRENT MONTH LIABILITY	254.60	254.60	254.60	254.60	254.60	254.60	254.60	254.60	254.60	254.60	254.60	254.60		3,055.20
MONTH ENDING BALANCE	63,904.32	63,649.72	63,395.12	63,140.52	62,885.92	62,631.32	62,376.72	62,122.12	61,867.52	61,612.92	61,358.32	61,103.72	61,103.72	
TIMBER TERRA INV-#90-0037-#161	11,069.24	11,025.32	10,981.40	10,937.48	10,893.56	10,849.64	10,805.72	10,761.80	10,717.88	10,673.96	10,630.04	10,586.12		
CURRENT MONTH LIABILITY	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92		527.04
MONTH ENDING BALANCE	11,025.32	10,981.40	10,937.48	10,893.56	10,849.64	10,805.72	10,761.80	10,717.88	10,673.96	10,630.04	10,586.12	10,542.20	10,542.20	
CH OF VALLEY-#90-0035-#162	43,786.40	43,612.64	43,438.88	43,265.12	43,091.36	42,917.60	42,743.84	42,570.08	42,396.32	42,222.56	42,048.80	41,875.04		
CURRENT MONTH LIABILITY	173.76	173.76	173.76	173.76	173.76	173.76	173.76	173.76	173.76	173.76	173.76	173.76		2,085.12
MONTH ENDING BALANCE	43,612.64	43,438.88	43,265.12	43,091.36	42,917.60	42,743.84	42,570.08	42,396.32	42,222.56	42,048.80	41,875.04	41,701.28	41,701.28	
MANARD-#91-0017-#163	2,100.72	2,092.39	2,084.06	2,075.73	2,067.40	2,059.07	2,050.74	2,042.41	2,034.08	2,025.75	2,017.42	2,009.09		
CURRENT MONTH LIABILITY	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33		99.96
MONTH ENDING BALANCE	2,092.39	2,084.06	2,075.73	2,067.40	2,059.07	2,050.74	2,042.41	2,034.08	2,025.75	2,017.42	2,009.09	2,000.76	2,000.76	
REARDON/COX/DELL'ACQUA-#90-0032-#164A	7,086.42	7,058.29	7,030.16	7,002.03	6,973.90	6,945.77	6,917.64	6,889.51	6,861.38	6,833.25	6,805.12	6,776.99		
CURRENT MONTH LIABILITY	28.13	28.13	28.13	28.13	28.13	28.13	28.13	28.13	28.13	28.13	28.13	28.13		337.56
MONTH ENDING BALANCE	7,058.29	7,030.16	7,002.03	6,973.90	6,945.77	6,917.64	6,889.51	6,861.38	6,833.25	6,805.12	6,776.99	6,748.86	6,748.86	
SUB - TOTAL	226,482.20	225,583.40	224,684.60	223,785.80	222,887.00	221,988.20	221,089.40	220,190.60	219,291.80	218,393.00	217,494.20	216,595.40	215,696.60	215,696.60
	898.80	898.80	898.80	898.80	898.80	898.80	898.80	898.80	898.80	898.80	898.80	898.80		10,785.60
	225,583.40	224,684.60	223,785.80	222,887.00	221,988.20	221,089.40	220,190.60	219,291.80	218,393.00	217,494.20	216,595.40	215,696.60	215,696.60	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
BURCHETT/HARRIS-#90-0032-#164B	2,361.42	2,352.04	2,342.06	2,333.28	2,323.90	2,314.52	2,305.14	2,295.76	2,286.38	2,277.00	2,267.62	2,258.24		
CURRENT MONTH LIABILITY	9.38	9.38	9.38	9.38	9.38	9.38	9.38	9.38	9.38	9.38	9.38	9.38		112.56
MONTH ENDING BALANCE	2,352.04	2,342.66	2,333.28	2,323.90	2,314.52	2,305.14	2,295.76	2,286.38	2,277.00	2,267.62	2,258.24	2,248.86	2,248.86	
WILLIS-#90-0032-#164C	1,654.29	1,647.73	1,641.17	1,634.61	1,628.05	1,621.49	1,614.93	1,608.37	1,601.81	1,595.25	1,588.69	1,582.13		
CURRENT MONTH LIABILITY	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56		78.72
MONTH ENDING BALANCE	1,647.73	1,641.17	1,634.61	1,628.05	1,621.49	1,614.93	1,608.37	1,601.81	1,595.25	1,588.69	1,582.13	1,575.57	1,575.57	
BLACKMAN-#90-0032-#164D	2,361.42	2,352.04	2,342.66	2,333.28	2,323.90	2,314.52	2,305.14	2,295.76	2,286.38	2,277.00	2,267.62	2,258.24		
CURRENT MONTH LIABILITY	9.38	9.38	9.38	9.38	9.38	9.38	9.38	9.38	9.38	9.38	9.38	9.38		112.56
MONTH ENDING BALANCE	2,352.04	2,342.66	2,333.28	2,323.90	2,314.52	2,305.14	2,295.76	2,286.38	2,277.00	2,267.62	2,258.24	2,248.86	2,248.86	
NEPTUNE ASSET HOLDINGS-#90-0032-#164E	4,985.99	4,966.20	4,946.41	4,926.62	4,906.83	4,887.04	4,867.25	4,847.46	4,827.67	4,807.88	4,788.09	4,768.30		
CURRENT MONTH LIABILITY	19.79	19.79	19.79	19.79	19.79	19.79	19.79	19.79	19.79	19.79	19.79	19.79		237.48
MONTH ENDING BALANCE	4,966.20	4,946.41	4,926.62	4,906.83	4,887.04	4,867.25	4,847.46	4,827.67	4,807.88	4,788.09	4,768.30	4,748.51	4,748.51	
A.V.JR.HIGH-#90-0045-#165	14,825.53	14,766.69	14,707.85	14,649.01	14,590.17	14,531.33	14,472.49	14,413.65	14,354.81	14,295.97	14,237.13	14,178.29		
CURRENT MONTH LIABILITY	58.84	58.84	58.84	58.84	58.84	58.84	58.84	58.84	58.84	58.84	58.84	58.84		706.08
MONTH ENDING BALANCE	14,766.69	14,707.85	14,649.01	14,590.17	14,531.33	14,472.49	14,413.65	14,354.81	14,295.97	14,237.13	14,178.29	14,119.45	14,119.45	
TOM LEWIS-#91-0033-#166	5,379.17	5,358.79	5,338.41	5,318.03	5,297.65	5,277.27	5,256.89	5,236.51	5,216.13	5,195.75	5,175.37	5,154.99		
CURRENT MONTH LIABILITY	20.38	20.38	20.38	20.38	20.38	20.38	20.38	20.38	20.38	20.38	20.38	20.38		244.56
MONTH ENDING BALANCE	5,358.79	5,338.41	5,318.03	5,297.65	5,277.27	5,256.89	5,236.51	5,216.13	5,195.75	5,175.37	5,154.99	5,134.61	5,134.61	
LEONARD CHARITABLE FOUNDATION-#90-0018-#167	47,283.09	47,103.98	46,924.87	46,745.76	46,566.65	46,387.54	46,208.43	46,029.32	45,850.21	45,671.10	45,491.99	45,312.88		
CURRENT MONTH LIABILITY	179.11	179.11	179.11	179.11	179.11	179.11	179.11	179.11	179.11	179.11	179.11	179.11		2,149.32
MONTH ENDING BALANCE	47,103.98	46,924.87	46,745.76	46,566.65	46,387.54	46,208.43	46,029.32	45,850.21	45,671.10	45,491.99	45,312.88	45,133.77	45,133.77	
VANCE-#92-0011-#168	6,566.72	6,541.84	6,516.96	6,492.08	6,467.20	6,442.32	6,417.44	6,392.56	6,367.68	6,342.80	6,317.92	6,293.04		
CURRENT MONTH LIABILITY	24.88	24.88	24.88	24.88	24.88	24.88	24.88	24.88	24.88	24.88	24.88	24.88		298.56
MONTH ENDING BALANCE	6,541.84	6,516.96	6,492.08	6,467.20	6,442.32	6,417.44	6,392.56	6,367.68	6,342.80	6,317.92	6,293.04	6,268.16	6,268.16	
A.V.PARK&REC-#92-0015-#169	21,546.64	21,564.65	21,482.66	21,400.67	21,318.68	21,236.69	21,154.70	21,072.71	20,990.72	20,908.73	20,826.74	20,744.75		
CURRENT MONTH LIABILITY	81.99	81.99	81.99	81.99	81.99	81.99	81.99	81.99	81.99	81.99	81.99	81.99		983.88
MONTH ENDING BALANCE	21,564.65	21,482.66	21,400.67	21,318.68	21,236.69	21,154.70	21,072.71	20,990.72	20,908.73	20,826.74	20,744.75	20,662.76	20,662.76	
VANCE-#91-0009-#170	2,494.80	2,485.35	2,475.90	2,466.45	2,457.00	2,447.55	2,438.10	2,428.65	2,419.20	2,409.75	2,400.30	2,390.85		
CURRENT MONTH LIABILITY	9.45	9.45	9.45	9.45	9.45	9.45	9.45	9.45	9.45	9.45	9.45	9.45		113.40
MONTH ENDING BALANCE	2,485.35	2,475.90	2,466.45	2,457.00	2,447.55	2,438.10	2,428.65	2,419.20	2,409.75	2,400.30	2,390.85	2,381.40	2,381.40	
SUB - TOTAL	109,559.07	109,139.31	108,719.55	108,299.79	107,880.03	107,460.27	107,040.51	106,620.75	106,200.99	105,781.23	105,361.47	104,941.71	104,521.95	5,037.12
	419.76	419.76	419.76	419.76	419.76	419.76	419.76	419.76	419.76	419.76	419.76	419.76	419.76	
	109,139.31	108,719.55	108,299.79	107,880.03	107,460.27	107,040.51	106,620.75	106,200.99	105,781.23	105,361.47	104,941.71	104,521.95	104,521.95	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
LAYTON-#92-0012-#171A	5,248.03	5,227.90	5,207.77	5,187.64	5,167.51	5,147.38	5,127.25	5,107.12	5,086.99	5,066.86	5,046.73	5,026.60		
CURRENT MONTH LIABILITY	20.13	20.13	20.13	20.13	20.13	20.13	20.13	20.13	20.13	20.13	20.13	20.13		241.56
MONTH ENDING BALANCE	5,227.90	5,207.77	5,187.64	5,167.51	5,147.38	5,127.25	5,107.12	5,086.99	5,066.86	5,046.73	5,026.60	5,006.47	5,006.47	
DINSMORE-#92-0012-#171B	3,851.82	3,837.03	3,822.24	3,807.45	3,792.66	3,777.87	3,763.08	3,748.29	3,733.50	3,718.71	3,703.92	3,689.13		
CURRENT MONTH LIABILITY	14.79	14.79	14.79	14.79	14.79	14.79	14.79	14.79	14.79	14.79	14.79	14.79		177.48
MONTH ENDING BALANCE	3,837.03	3,822.24	3,807.45	3,792.66	3,777.87	3,763.08	3,748.29	3,733.50	3,718.71	3,703.92	3,689.13	3,674.34	3,674.34	
GOEDEN-#92-0012-#171C	1,225.24	1,220.59	1,215.94	1,211.29	1,206.64	1,201.99	1,197.34	1,192.69	1,188.04	1,183.39	1,178.74	1,174.09		
CURRENT MONTH LIABILITY	4.65	4.65	4.65	4.65	4.65	4.65	4.65	4.65	4.65	4.65	4.65	4.65		55.80
MONTH ENDING BALANCE	1,220.59	1,215.94	1,211.29	1,206.64	1,201.99	1,197.34	1,192.69	1,188.04	1,183.39	1,178.74	1,174.09	1,169.44	1,169.44	
COOLEY-#92-0012-#171D	1,581.43	1,575.71	1,569.99	1,564.27	1,558.55	1,552.83	1,547.11	1,541.39	1,535.67	1,529.95	1,524.23	1,518.51		
CURRENT MONTH LIABILITY	5.72	5.72	5.72	5.72	5.72	5.72	5.72	5.72	5.72	5.72	5.72	5.72		68.64
MONTH ENDING BALANCE	1,575.71	1,569.99	1,564.27	1,558.55	1,552.83	1,547.11	1,541.39	1,535.67	1,529.95	1,524.23	1,518.51	1,512.79	1,512.79	
LEONARD-#89-0054-#140-B	13,919.90	13,867.90	13,815.90	13,763.90	13,711.90	13,659.90	13,607.90	13,555.90	13,503.90	13,451.90	13,399.90	13,347.90		
CURRENT MONTH LIABILITY	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00		624.00
MONTH ENDING BALANCE	13,867.90	13,815.90	13,763.90	13,711.90	13,659.90	13,607.90	13,555.90	13,503.90	13,451.90	13,399.90	13,347.90	13,295.90	13,295.90	
CAMBRIDGE-#92-0017-#172	12,327.63	12,282.96	12,238.29	12,193.62	12,148.95	12,104.28	12,059.61	12,014.94	11,970.27	11,925.60	11,880.93	11,836.26		
CURRENT MONTH LIABILITY	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67		536.04
MONTH ENDING BALANCE	12,282.96	12,238.29	12,193.62	12,148.95	12,104.28	12,059.61	12,014.94	11,970.27	11,925.60	11,880.93	11,836.26	11,791.59	11,791.59	
VANCE-#93-0004-#173	10,863.58	10,824.22	10,784.86	10,745.50	10,706.14	10,666.78	10,627.42	10,588.06	10,548.70	10,509.34	10,469.98	10,430.62		
CURRENT MONTH LIABILITY	39.36	39.36	39.36	39.36	39.36	39.36	39.36	39.36	39.36	39.36	39.36	39.36		472.32
MONTH ENDING BALANCE	10,824.22	10,784.86	10,745.50	10,706.14	10,666.78	10,627.42	10,588.06	10,548.70	10,509.34	10,469.98	10,430.62	10,391.26	10,391.26	
VALASKANTJIS-#93-0007-#174	4,987.67	4,969.60	4,951.53	4,933.46	4,915.39	4,897.32	4,879.25	4,861.18	4,843.11	4,825.04	4,806.97	4,788.90		
CURRENT MONTH LIABILITY	18.07	18.07	18.07	18.07	18.07	18.07	18.07	18.07	18.07	18.07	18.07	18.07		216.84
MONTH ENDING BALANCE	4,969.60	4,951.53	4,933.46	4,915.39	4,897.32	4,879.25	4,861.18	4,843.11	4,825.04	4,806.97	4,788.90	4,770.83	4,770.83	
SELLIER-#90-028-#175	45,799.67	45,633.73	45,467.79	45,301.85	45,135.91	44,969.97	44,804.03	44,638.09	44,472.15	44,306.21	44,140.27	43,974.33		
CURRENT MONTH LIABILITY	165.94	165.94	165.94	165.94	165.94	165.94	165.94	165.94	165.94	165.94	165.94	165.94		1,991.28
MONTH ENDING BALANCE	45,633.73	45,467.79	45,301.85	45,135.91	44,969.97	44,804.03	44,638.09	44,472.15	44,306.21	44,140.27	43,974.33	43,808.39	43,808.39	
GARRETTSON-#91-0005-#176	61,517.21	61,294.32	61,071.43	60,848.54	60,625.65	60,402.76	60,179.87	59,956.98	59,734.09	59,511.20	59,288.31	59,065.42		
CURRENT MONTH LIABILITY	222.89	222.89	222.89	222.89	222.89	222.89	222.89	222.89	222.89	222.89	222.89	222.89		2,674.68
MONTH ENDING BALANCE	61,294.32	61,071.43	60,848.54	60,625.65	60,402.76	60,179.87	59,956.98	59,734.09	59,511.20	59,288.31	59,065.42	58,842.53	58,842.53	
SUB - TOTAL	161,322.18	160,733.96	160,145.74	159,557.52	158,969.30	158,381.08	157,792.86	157,204.64	156,616.42	156,028.20	155,439.98	154,851.76		
	588.22	588.22	588.22	588.22	588.22	588.22	588.22	588.22	588.22	588.22	588.22	588.22		7,058.64
	160,733.96	160,145.74	159,557.52	158,969.30	158,381.08	157,792.86	157,204.64	156,616.42	156,028.20	155,439.98	154,851.76	154,263.54	154,263.54	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
DOWNES-92-0016-#177	4,474.60	4,458.38	4,442.16	4,425.94	4,409.72	4,393.50	4,377.28	4,361.06	4,344.84	4,328.62	4,312.40	4,296.18		
CURRENT MONTH LIABILITY	16.22	16.22	16.22	16.22	16.22	16.22	16.22	16.22	16.22	16.22	16.22	16.22		194.64
MONTH ENDING BALANCE	4,458.38	4,442.16	4,425.94	4,409.72	4,393.50	4,377.28	4,361.06	4,344.84	4,328.62	4,312.40	4,296.18	4,279.96	4,279.96	
K, RICHMOND-#93-0006-#178	20,665.39	20,590.51	20,515.63	20,440.75	20,365.87	20,290.99	20,216.11	20,141.23	20,066.35	19,991.47	19,916.59	19,841.71		
CURRENT MONTH LIABILITY	74.88	74.88	74.88	74.88	74.88	74.88	74.88	74.88	74.88	74.88	74.88	74.88		898.56
MONTH ENDING BALANCE	20,590.51	20,515.63	20,440.75	20,365.87	20,290.99	20,216.11	20,141.23	20,066.35	19,991.47	19,916.59	19,841.71	19,766.83	19,766.83	
AV CONT.HIGH SCHL#455#179	13,503.61	13,456.72	13,409.83	13,362.94	13,316.05	13,269.16	13,222.27	13,175.38	13,128.49	13,081.61	13,034.73	12,987.85		
CURRENT MONTH LIABILITY	46.89	46.89	46.89	46.89	46.89	46.89	46.89	46.89	46.89	46.89	46.89	46.89		562.64
MONTH ENDING BALANCE	13,456.72	13,409.83	13,362.94	13,316.05	13,269.16	13,222.27	13,175.38	13,128.49	13,081.61	13,034.73	12,987.85	12,940.97	12,940.97	
LEONARD- WO#699#180	9,102.05	9,070.45	9,038.85	9,007.25	8,975.65	8,944.05	8,912.45	8,880.85	8,849.25	8,817.64	8,786.03	8,754.42		
CURRENT MONTH LIABILITY	31.60	31.60	31.60	31.60	31.60	31.60	31.60	31.60	31.61	31.61	31.61	31.61		379.24
MONTH ENDING BALANCE	9,070.45	9,038.85	9,007.25	8,975.65	8,944.05	8,912.45	8,880.85	8,849.25	8,817.64	8,786.03	8,754.42	8,722.81	8,722.81	
SELLIER WO#800#181	40,775.14	40,633.56	40,491.98	40,350.40	40,208.82	40,067.24	39,925.66	39,784.08	39,642.50	39,500.92	39,359.34	39,217.76		
CURRENT MONTH LIABILITY	141.58	141.58	141.58	141.58	141.58	141.58	141.58	141.58	141.58	141.58	141.58	141.57		1,698.95
MONTH ENDING BALANCE	40,633.56	40,491.98	40,350.40	40,208.82	40,067.24	39,925.66	39,784.08	39,642.50	39,500.92	39,359.34	39,217.76	39,076.19	39,076.19	
LEONARD- WO#876#182	11,218.67	11,179.71	11,140.75	11,101.79	11,062.83	11,023.87	10,984.91	10,945.95	10,906.99	10,868.03	10,829.07	10,790.11		
CURRENT MONTH LIABILITY	38.96	38.96	38.96	38.96	38.96	38.96	38.96	38.96	38.96	38.96	38.96	38.96		467.52
MONTH ENDING BALANCE	11,179.71	11,140.75	11,101.79	11,062.83	11,023.87	10,984.91	10,945.95	10,906.99	10,868.03	10,829.07	10,790.11	10,751.15	10,751.15	
T. McKENZIE W/O#296-#183	121,267.59	120,846.52	120,425.45	120,004.38	119,583.31	119,162.24	118,741.17	118,320.10	117,899.03	117,477.96	117,056.89	116,635.82		
CURRENT MONTH LIABILITY	421.07	421.07	421.07	421.07	421.07	421.07	421.07	421.07	421.07	421.07	421.07	421.07		5,052.84
MONTH ENDING BALANCE	120,846.52	120,425.45	120,004.38	119,583.31	119,162.24	118,741.17	118,320.10	117,899.03	117,477.96	117,056.89	116,635.82	116,214.75	116,214.75	
RICHMOND-W/O#2083-#184	47,823.08	47,663.67	47,504.26	47,344.85	47,185.44	47,026.03	46,866.62	46,707.21	46,547.80	46,388.39	46,228.98	46,069.57		
CURRENT MONTH LIABILITY	159.41	159.41	159.41	159.41	159.41	159.41	159.41	159.41	159.41	159.41	159.41	159.42		1,912.93
MONTH ENDING BALANCE	47,663.67	47,504.26	47,344.85	47,185.44	47,026.03	46,866.62	46,707.21	46,547.80	46,388.39	46,228.98	46,069.57	45,910.15	45,910.15	
LEONARD-W/O#2354-#185	44,202.64	44,055.30	43,907.96	43,760.62	43,613.28	43,465.94	43,318.60	43,171.26	43,023.92	42,876.58	42,729.24	42,581.90		
CURRENT MONTH LIABILITY	147.34	147.34	147.34	147.34	147.34	147.34	147.34	147.34	147.34	147.34	147.34	147.34		1,768.08
MONTH ENDING BALANCE	44,055.30	43,907.96	43,760.62	43,613.28	43,465.94	43,318.60	43,171.26	43,023.92	42,876.58	42,729.24	42,581.90	42,434.56	42,434.56	
LEONARD-W/O#2785-#186	4,551.14	4,535.97	4,520.80	4,505.63	4,490.46	4,475.29	4,460.12	4,444.95	4,429.78	4,414.61	4,399.44	4,384.27		
CURRENT MONTH LIABILITY	15.17	15.17	15.17	15.17	15.17	15.17	15.17	15.17	15.17	15.17	15.17	15.17		182.04
MONTH ENDING BALANCE	4,535.97	4,520.80	4,505.63	4,490.46	4,475.29	4,460.12	4,444.95	4,429.78	4,414.61	4,399.44	4,384.27	4,369.10	4,369.10	
SUB - TOTAL	317,583.91	316,490.79	315,397.67	314,304.55	313,211.43	312,118.31	311,025.19	309,932.07	308,838.95	307,745.83	306,652.71	305,559.59	304,466.47	13,117.44

APPLE VALLEY RANCHOS WATER CO.
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OCTOBER, 2010

CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
WARREN EDWARDS-W/O#2429-#187	138,253.00	137,810.00	137,367.00	136,924.00	136,481.00	136,038.00	135,595.00	135,152.00	134,709.00	134,266.00	133,823.00	133,380.00		
CURRENT MONTH LIABILITY	443.00	443.00	443.00	443.00	443.00	443.00	443.00	443.00	443.00	443.00	443.00	443.00		5,316.00
MONTH ENDING BALANCE	137,810.00	137,367.00	136,924.00	136,481.00	136,038.00	135,595.00	135,152.00	134,709.00	134,266.00	133,823.00	133,380.00	132,937.00	132,937.00	
RICHMOND-W/O#3576-#188	39,624.00	39,497.00	39,370.00	39,243.00	39,116.00	38,989.00	38,862.00	38,735.00	38,608.00	38,481.00	38,354.00	38,227.00		
CURRENT MONTH LIABILITY	127.00	127.00	127.00	127.00	127.00	127.00	127.00	127.00	127.00	127.00	127.00	127.00		1,524.00
MONTH ENDING BALANCE	39,497.00	39,370.00	39,243.00	39,116.00	38,989.00	38,862.00	38,735.00	38,608.00	38,481.00	38,354.00	38,227.00	38,100.00	38,100.00	
HAPPY TRAILS-W/O#1938-#1W	27,680.30	27,588.03	27,495.76	27,403.49	27,311.22	27,218.95	27,126.68	27,034.41	26,942.14	26,849.87	26,757.60	26,665.33		
CURRENT MONTH LIABILITY	92.27	92.27	92.27	92.27	92.27	92.27	92.27	92.27	92.27	92.27	92.27	92.27		1,107.24
MONTH ENDING BALANCE	27,588.03	27,495.76	27,403.49	27,311.22	27,218.95	27,126.68	27,034.41	26,942.14	26,849.87	26,757.60	26,665.33	26,573.06	26,573.06	
PARK WATER CO.-TR15384-#2W	50,400.00	50,225.00	50,050.00	49,875.00	49,700.00	49,525.00	49,350.00	49,175.00	49,000.00	48,825.00	48,650.00	48,475.00		
CURRENT MONTH LIABILITY	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00		2,100.00
MONTH ENDING BALANCE	50,225.00	50,050.00	49,875.00	49,700.00	49,525.00	49,350.00	49,175.00	49,000.00	48,825.00	48,650.00	48,475.00	48,300.00	48,300.00	
PARK WATER CO.-TARGET-#3W	61,485.88	61,272.39	61,058.90	60,845.41	60,631.92	60,418.43	60,204.94	59,991.45	59,777.96	59,564.47	59,350.98	59,137.49		
CURRENT MONTH LIABILITY	213.49	213.49	213.49	213.49	213.49	213.49	213.49	213.49	213.49	213.49	213.49	213.49		2,561.88
MONTH ENDING BALANCE	61,272.39	61,058.90	60,845.41	60,631.92	60,418.43	60,204.94	59,991.45	59,777.96	59,564.47	59,350.98	59,137.49	58,924.00	58,924.00	
LEDFORD FAMILY TRUST-W/O#4127-#189	14,571.02	14,526.05	14,481.08	14,436.11	14,391.14	14,346.17	14,301.20	14,256.23	14,211.26	14,166.29	14,121.32	14,076.35		
CURRENT MONTH LIABILITY	44.97	44.97	44.97	44.97	44.97	44.97	44.97	44.97	44.97	44.97	44.97	44.97		539.64
MONTH ENDING BALANCE	14,526.05	14,481.08	14,436.11	14,391.14	14,346.17	14,301.20	14,256.23	14,211.26	14,166.29	14,121.32	14,076.35	14,031.38	14,031.38	
LEONARD-W/O#4271-#190	22,162.38	22,093.98	22,025.58	21,957.18	21,888.78	21,820.38	21,751.98	21,683.58	21,615.18	21,546.78	21,478.38	21,409.98		
CURRENT MONTH LIABILITY	68.40	68.40	68.40	68.40	68.40	68.40	68.40	68.40	68.40	68.40	68.40	68.40		820.80
MONTH ENDING BALANCE	22,093.98	22,025.58	21,957.18	21,888.78	21,820.38	21,751.98	21,683.58	21,615.18	21,546.78	21,478.38	21,409.98	21,341.58	21,341.58	
MEADOWBROOK-W/O#4295-#191	12,889.11	12,849.33	12,809.55	12,769.77	12,729.99	12,690.21	12,650.43	12,610.65	12,570.87	12,531.09	12,491.31	12,451.53		
CURRENT MONTH LIABILITY	39.78	39.78	39.78	39.78	39.78	39.78	39.78	39.78	39.78	39.78	39.78	39.78		477.36
MONTH ENDING BALANCE	12,849.33	12,809.55	12,769.77	12,729.99	12,690.21	12,650.43	12,610.65	12,570.87	12,531.09	12,491.31	12,451.53	12,411.75	12,411.75	
CAMBRIDGE-W/O#4574-#192	2,417.93	2,410.47	2,403.01	2,395.55	2,388.09	2,380.63	2,373.17	2,365.71	2,358.25	2,350.79	2,343.33	2,335.87		
CURRENT MONTH LIABILITY	7.46	7.46	7.46	7.46	7.46	7.46	7.46	7.46	7.46	7.46	7.46	7.46		89.52
MONTH ENDING BALANCE	2,410.47	2,403.01	2,395.55	2,388.09	2,380.63	2,373.17	2,365.71	2,358.25	2,350.79	2,343.33	2,335.87	2,328.41	2,328.41	
LEDFORD FAMILY TRUST-W/O#5323-#193	37,863.71	37,746.85	37,629.99	37,513.13	37,396.27	37,279.41	37,162.55	37,045.69	36,928.83	36,811.97	36,695.11	36,578.25		
CURRENT MONTH LIABILITY	116.86	116.86	116.86	116.86	116.86	116.86	116.86	116.86	116.86	116.86	116.86	116.86		1,402.32
MONTH ENDING BALANCE	37,746.85	37,629.99	37,513.13	37,396.27	37,279.41	37,162.55	37,045.69	36,928.83	36,811.97	36,695.11	36,578.25	36,461.39	36,461.39	
SUB-TOTAL	407,347.33	406,019.10	404,690.87	403,362.64	402,034.41	400,706.18	399,377.95	398,049.72	396,721.49	395,393.26	394,065.03	392,736.80		
	1,328.23	1,328.23	1,328.23	1,328.23	1,328.23	1,328.23	1,328.23	1,328.23	1,328.23	1,328.23	1,328.23	1,328.23		15,938.76
	406,019.10	404,690.87	403,362.64	402,034.41	400,706.18	399,377.95	398,049.72	396,721.49	395,393.26	394,065.03	392,736.80	391,408.57	391,408.57	

APPLE VALLEY RANCHOS WATER CO.
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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Amount	Amount
MIKE FLORENCE-W/O#4366-#194	53,752.17	53,586.28	53,420.39	53,254.50	53,088.61	52,922.72	52,756.83	52,590.94	52,425.05	52,259.16	52,093.27	51,927.38		
CURRENT MONTH LIABILITY	165.89	165.89	165.89	165.89	165.89	165.89	165.89	165.89	165.89	165.89	165.89	165.89		1,990.68
MONTH ENDING BALANCE	53,586.28	53,420.39	53,254.50	53,088.61	52,922.72	52,756.83	52,590.94	52,425.05	52,259.16	52,093.27	51,927.38	51,761.49	51,761.49	
LEONARD-W/O#5598-#195	76,275.87	76,048.86	75,821.85	75,594.84	75,367.83	75,140.82	74,913.81	74,686.80	74,459.79	74,232.78	74,005.77	73,778.76		
CURRENT MONTH LIABILITY	227.01	227.01	227.01	227.01	227.01	227.01	227.01	227.01	227.01	227.01	227.01	227.01		2,724.12
MONTH ENDING BALANCE	76,048.86	75,821.85	75,594.84	75,367.83	75,140.82	74,913.81	74,686.80	74,459.79	74,232.78	74,005.77	73,778.76	73,551.75	73,551.75	
SBCO DEPT OF AIRPORTS -W/O#3377-#196	58,135.74	57,962.71	57,789.68	57,616.65	57,443.62	57,270.59	57,097.56	56,924.53	56,751.50	56,578.47	56,405.44	56,232.41		
CURRENT MONTH LIABILITY	173.03	173.03	173.03	173.03	173.03	173.03	173.03	173.03	173.03	173.03	173.03	173.03		2,076.36
MONTH ENDING BALANCE	57,962.71	57,789.68	57,616.65	57,443.62	57,270.59	57,097.56	56,924.53	56,751.50	56,578.47	56,405.44	56,232.41	56,059.38	56,059.38	
FLORANCE-W/O#5803-#197	68,502.93	68,299.00	68,095.07	67,891.14	67,687.21	67,483.28	67,279.35	67,075.42	66,871.49	66,667.56	66,463.63	66,259.70		
CURRENT MONTH LIABILITY	203.93	203.93	203.93	203.93	203.93	203.93	203.93	203.93	203.93	203.93	203.93	203.93		2,447.16
MONTH ENDING BALANCE	68,299.00	68,095.07	67,891.14	67,687.21	67,483.28	67,279.35	67,075.42	66,871.49	66,667.56	66,463.63	66,259.70	66,055.77	66,055.77	
AV HIGH SCHOOL#2-W/O#4124#198	177,518.73	176,990.40	176,462.07	175,933.74	175,405.41	174,877.08	174,348.75	173,820.42	173,292.09	172,763.76	172,235.43	171,707.10		
CURRENT MONTH LIABILITY	528.33	528.33	528.33	528.33	528.33	528.33	528.33	528.33	528.33	528.33	528.33	528.33		6,339.96
MONTH ENDING BALANCE	176,990.40	176,462.07	175,933.74	175,405.41	174,877.08	174,348.75	173,820.42	173,292.09	172,763.76	172,235.43	171,707.10	171,178.77	171,178.77	
RICHMOND-W/O#6172-#199	90,902.74	90,634.24	90,365.74	90,097.24	89,828.74	89,560.24	89,291.74	89,023.24	88,754.74	88,486.24	88,217.74	87,949.24		
CURRENT MONTH LIABILITY	268.50	268.50	268.50	268.50	268.50	268.50	268.50	268.50	268.50	268.50	268.50	268.50		3,222.00
MONTH ENDING BALANCE	90,634.24	90,365.74	90,097.24	89,828.74	89,560.24	89,291.74	89,023.24	88,754.74	88,486.24	88,217.74	87,949.24	87,680.74	87,680.74	
FLORANCE-W/O#6481-#200	34,770.28	34,666.80	34,563.32	34,459.84	34,356.36	34,252.88	34,149.40	34,045.92	33,942.44	33,838.96	33,735.48	33,632.00		
CURRENT MONTH LIABILITY	103.48	103.48	103.48	103.48	103.48	103.48	103.48	103.48	103.48	103.48	103.48	103.48		1,241.76
MONTH ENDING BALANCE	34,666.80	34,563.32	34,459.84	34,356.36	34,252.88	34,149.40	34,045.92	33,942.44	33,838.96	33,735.48	33,632.00	33,528.52	33,528.52	
AMERICAN STORES-W/O#6369-#201	20,806.58	20,744.65	20,682.72	20,620.79	20,558.86	20,496.93	20,435.00	20,373.07	20,311.14	20,249.21	20,187.28	20,125.35		
CURRENT MONTH LIABILITY	61.93	61.93	61.93	61.93	61.93	61.93	61.93	61.93	61.93	61.93	61.93	61.93		743.16
MONTH ENDING BALANCE	20,744.65	20,682.72	20,620.79	20,558.86	20,496.93	20,435.00	20,373.07	20,311.14	20,249.21	20,187.28	20,125.35	20,063.42	20,063.42	
LANDMARK CENTER-#4199A001-#202	8,178.00	8,154.50	8,131.00	8,107.50	8,084.00	8,060.50	8,037.00	8,013.50	7,990.00	7,966.50	7,943.00	7,919.50		
CURRENT MONTH LIABILITY	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50		282.00
MONTH ENDING BALANCE	8,154.50	8,131.00	8,107.50	8,084.00	8,060.50	8,037.00	8,013.50	7,990.00	7,966.50	7,943.00	7,919.50	7,896.00	7,896.00	
MERRILL GARDENS-#4199A002-#203	68,352.60	68,156.18	67,959.76	67,763.34	67,566.92	67,370.50	67,174.08	66,977.66	66,781.24	66,584.82	66,388.40	66,191.98		
CURRENT MONTH LIABILITY	196.42	196.42	196.42	196.42	196.42	196.42	196.42	196.42	196.42	196.42	196.42	196.42		2,357.04
MONTH ENDING BALANCE	68,156.18	67,959.76	67,763.34	67,566.92	67,370.50	67,174.08	66,977.66	66,781.24	66,584.82	66,388.40	66,191.98	65,995.56	65,995.56	
SUB-TOTAL	657,195.64	655,243.62	653,291.60	651,339.58	649,387.56	647,435.54	645,483.52	643,531.50	641,579.48	639,627.46	637,675.44	635,723.42	633,771.40	23,424.24
	1,952.02	1,952.02	1,952.02	1,952.02	1,952.02	1,952.02	1,952.02	1,952.02	1,952.02	1,952.02	1,952.02	1,952.02		
	655,243.62	653,291.60	651,339.58	649,387.56	647,435.54	645,483.52	643,531.50	641,579.48	639,627.46	637,675.44	635,723.42	633,771.40	633,771.40	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
BILLAT-TR 13771 PH2-J#4199A003-#204	16,935.60	16,886.93	16,838.26	16,789.59	16,740.92	16,692.25	16,643.58	16,594.91	16,546.24	16,497.57	16,448.90	16,400.23		
CURRENT MONTH LIABILITY	48.67	48.67	48.67	48.67	48.67	48.67	48.67	48.67	48.67	48.67	48.67	48.67		584.04
MONTH ENDING BALANCE	16,886.93	16,838.26	16,789.59	16,740.92	16,692.25	16,643.58	16,594.91	16,546.24	16,497.57	16,448.90	16,400.23	16,351.56	16,351.56	
LEDFORD FAMILY TRUST-TR14484-J#4199A006-#	49,416.00	49,274.00	49,132.00	48,990.00	48,848.00	48,706.00	48,564.00	48,422.00	48,280.00	48,138.00	47,996.00	47,854.00		
CURRENT MONTH LIABILITY	142.00	142.00	142.00	142.00	142.00	142.00	142.00	142.00	142.00	142.00	142.00	142.00		1,704.00
MONTH ENDING BALANCE	49,274.00	49,132.00	48,990.00	48,848.00	48,706.00	48,564.00	48,422.00	48,280.00	48,138.00	47,996.00	47,854.00	47,712.00	47,712.00	
LOCKETTE-J#4199A010-#206(A)	6,992.00	6,973.00	6,954.00	6,935.00	6,916.00	6,897.00	6,878.00	6,859.00	6,840.00	6,821.00	6,802.00	6,783.00		
CURRENT MONTH LIABILITY	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00		228.00
MONTH ENDING BALANCE	6,973.00	6,954.00	6,935.00	6,916.00	6,897.00	6,878.00	6,859.00	6,840.00	6,821.00	6,802.00	6,783.00	6,764.00	6,764.00	
TAYLOR-TRACT 13979-J#4199A004-#207	31,127.79	31,038.29	30,948.79	30,859.29	30,769.79	30,680.29	30,590.79	30,501.29	30,411.79	30,322.29	30,232.79	30,143.29		
CURRENT MONTH LIABILITY	89.50	89.50	89.50	89.50	89.50	89.50	89.50	89.50	89.50	89.50	89.50	89.50		1,074.00
MONTH ENDING BALANCE	31,038.29	30,948.79	30,859.29	30,769.79	30,680.29	30,590.79	30,501.29	30,411.79	30,322.29	30,232.79	30,143.29	30,053.79	30,053.79	
MIKE FLORANCE-J#4199A005-#208(A)	116,522.40	116,187.57	115,852.74	115,517.91	115,183.08	114,848.25	114,513.42	114,178.59	113,843.76	113,508.93	113,174.10	112,839.27		
CURRENT MONTH LIABILITY	334.83	334.83	334.83	334.83	334.83	334.83	334.83	334.83	334.83	334.83	334.83	334.83		4,017.96
MONTH ENDING BALANCE	116,187.57	115,852.74	115,517.91	115,183.08	114,848.25	114,513.42	114,178.59	113,843.76	113,508.93	113,174.10	112,839.27	112,504.44	112,504.44	
LEWIS CENTER-J#41990005-#208(B)	17,979.60	17,927.93	17,876.26	17,824.59	17,772.92	17,721.25	17,669.58	17,617.91	17,566.24	17,514.57	17,462.90	17,411.23		
CURRENT MONTH LIABILITY	51.67	51.67	51.67	51.67	51.67	51.67	51.67	51.67	51.67	51.67	51.67	51.67		620.04
MONTH ENDING BALANCE	17,927.93	17,876.26	17,824.59	17,772.92	17,721.25	17,669.58	17,617.91	17,566.24	17,514.57	17,462.90	17,411.23	17,359.56	17,359.56	
A. ANGELOPOULOS-J#4199A011-#209	23,316.00	23,249.00	23,182.00	23,115.00	23,048.00	22,981.00	22,914.00	22,847.00	22,780.00	22,713.00	22,646.00	22,579.00		
CURRENT MONTH LIABILITY	67.00	67.00	67.00	67.00	67.00	67.00	67.00	67.00	67.00	67.00	67.00	67.00		804.00
MONTH ENDING BALANCE	23,249.00	23,182.00	23,115.00	23,048.00	22,981.00	22,914.00	22,847.00	22,780.00	22,713.00	22,646.00	22,579.00	22,512.00	22,512.00	
AUTO ZONE-J#4199A012-#210	5,771.40	5,754.82	5,738.24	5,721.66	5,705.08	5,688.50	5,671.92	5,655.34	5,638.76	5,622.18	5,605.60	5,589.02		
CURRENT MONTH LIABILITY	16.58	16.58	16.58	16.58	16.58	16.58	16.58	16.58	16.58	16.58	16.58	16.58		198.96
MONTH ENDING BALANCE	5,754.82	5,738.24	5,721.66	5,705.08	5,688.50	5,671.92	5,655.34	5,638.76	5,622.18	5,605.60	5,589.02	5,572.44	5,572.44	
RITE AID CORP-J#4199A015-#211	8,657.85	8,632.97	8,608.09	8,583.21	8,558.33	8,533.45	8,508.57	8,483.69	8,458.81	8,433.93	8,409.05	8,384.17		
CURRENT MONTH LIABILITY	24.88	24.88	24.88	24.88	24.88	24.88	24.88	24.88	24.88	24.88	24.88	24.88		298.56
MONTH ENDING BALANCE	8,632.97	8,608.09	8,583.21	8,558.33	8,533.45	8,508.57	8,483.69	8,458.81	8,433.93	8,409.05	8,384.17	8,359.29	8,359.29	
LEDFORD FAMILY TRUST-J#4199A007-#212	27,666.00	27,586.50	27,507.00	27,427.50	27,348.00	27,268.50	27,189.00	27,109.50	27,030.00	26,950.50	26,871.00	26,791.50		
CURRENT MONTH LIABILITY	79.50	79.50	79.50	79.50	79.50	79.50	79.50	79.50	79.50	79.50	79.50	79.50		954.00
MONTH ENDING BALANCE	27,586.50	27,507.00	27,427.50	27,348.00	27,268.50	27,189.00	27,109.50	27,030.00	26,950.50	26,871.00	26,791.50	26,712.00	26,712.00	
SUB-TOTAL	304,384.64	303,511.01	302,637.38	301,763.75	300,890.12	300,016.49	299,142.86	298,269.23	297,395.60	296,521.97	295,648.34	294,774.71		
	873.63	873.63	873.63	873.63	873.63	873.63	873.63	873.63	873.63	873.63	873.63	873.63		10,483.56
	303,511.01	302,637.38	301,763.75	300,890.12	300,016.49	299,142.86	298,269.23	297,395.60	296,521.97	295,648.34	294,774.71	293,901.08	293,901.08	

APPLE VALLEY RANCHOS WATER CO.
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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
JONES & JONES-J#4199A014-#213(A)	29,662.35	29,579.77	29,497.19	29,414.61	29,332.03	29,249.45	29,166.87	29,084.29	29,001.71	28,919.13	28,836.55	28,753.97		
CURRENT MONTH LIABILITY	82.58	82.58	82.58	82.58	82.58	82.58	82.58	82.58	82.58	82.58	82.58	82.58		990.96
MONTH ENDING BALANCE	29,579.77	29,497.19	29,414.61	29,332.03	29,249.45	29,166.87	29,084.29	29,001.71	28,919.13	28,836.55	28,753.97	28,671.39	28,671.39	
ST. MARY'S MED GROUP-J4103AC08 - #213(B)	10,910.78	10,883.23	10,855.68	10,828.13	10,800.58	10,773.03	10,745.48	10,717.93	10,690.38	10,662.83	10,635.28	10,607.73		
CURRENT MONTH LIABILITY	27.55	27.55	27.55	27.55	27.55	27.55	27.55	27.55	27.55	27.55	27.55	27.55		330.60
MONTH ENDING BALANCE	10,883.23	10,855.68	10,828.13	10,800.58	10,773.03	10,745.48	10,717.93	10,690.38	10,662.83	10,635.28	10,607.73	10,580.18	10,580.18	
AV ALTERNATE ED-J#4199A016-#214	11,193.60	11,161.43	11,129.26	11,097.09	11,064.92	11,032.75	11,000.58	10,968.41	10,936.24	10,904.07	10,871.90	10,839.73		
CURRENT MONTH LIABILITY	32.17	32.17	32.17	32.17	32.17	32.17	32.17	32.17	32.17	32.17	32.17	32.17		386.04
MONTH ENDING BALANCE	11,161.43	11,129.26	11,097.09	11,064.92	11,032.75	11,000.58	10,968.41	10,936.24	10,904.07	10,871.90	10,839.73	10,807.56	10,807.56	
WEST-J#4199A010-#206(B)	1,432.16	1,428.18	1,424.20	1,420.22	1,416.24	1,412.26	1,408.28	1,404.30	1,400.32	1,396.34	1,392.36	1,388.38		
CURRENT MONTH LIABILITY	3.98	3.98	3.98	3.98	3.98	3.98	3.98	3.98	3.98	3.98	3.98	3.98		47.76
MONTH ENDING BALANCE	1,428.18	1,424.20	1,420.22	1,416.24	1,412.26	1,408.28	1,404.30	1,400.32	1,396.34	1,392.36	1,388.38	1,384.40	1,384.40	
HIGH DES FND ACAD.EXC-J#4199A017-#215	43,140.36	43,020.53	42,900.70	42,780.87	42,661.04	42,541.21	42,421.38	42,301.55	42,181.72	42,061.89	41,942.06	41,822.23		
CURRENT MONTH LIABILITY	119.83	119.83	119.83	119.83	119.83	119.83	119.83	119.83	119.83	119.83	119.83	119.83		1,437.96
MONTH ENDING BALANCE	43,020.53	42,900.70	42,780.87	42,661.04	42,541.21	42,421.38	42,301.55	42,181.72	42,061.89	41,942.06	41,822.23	41,702.40	41,702.40	
FONKALSRUD FAMILY TRUST-J#4100AC02-#216	57,510.00	57,350.25	57,190.50	57,030.75	56,871.00	56,711.25	56,551.50	56,391.75	56,232.00	56,072.25	55,912.50	55,752.75		
CURRENT MONTH LIABILITY	159.75	159.75	159.75	159.75	159.75	159.75	159.75	159.75	159.75	159.75	159.75	159.75		1,917.00
MONTH ENDING BALANCE	57,350.25	57,190.50	57,030.75	56,871.00	56,711.25	56,551.50	56,391.75	56,232.00	56,072.25	55,912.50	55,752.75	55,593.00	55,593.00	
MUNYAN-J#4100AC04-#217	8,010.00	7,987.75	7,965.50	7,943.25	7,921.00	7,898.75	7,876.50	7,854.25	7,832.00	7,809.75	7,787.50	7,765.25		
CURRENT MONTH LIABILITY	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25	22.25		267.00
MONTH ENDING BALANCE	7,987.75	7,965.50	7,943.25	7,921.00	7,898.75	7,876.50	7,854.25	7,832.00	7,809.75	7,787.50	7,765.25	7,743.00	7,743.00	
FLORANCE-J#4100AC01-#218	224,550.00	223,926.25	223,302.50	222,678.75	222,055.00	221,431.25	220,807.50	220,183.75	219,560.00	218,936.25	218,312.50	217,688.75		
CURRENT MONTH LIABILITY	623.75	623.75	623.75	623.75	623.75	623.75	623.75	623.75	623.75	623.75	623.75	623.75		7,485.00
MONTH ENDING BALANCE	223,926.25	223,302.50	222,678.75	222,055.00	221,431.25	220,807.50	220,183.75	219,560.00	218,936.25	218,312.50	217,688.75	217,065.00	217,065.00	
HIGH DES FND ACAD.EXC-J#4100AC03-#219	18,168.61	18,118.14	18,067.67	18,017.20	17,966.73	17,916.26	17,865.79	17,815.32	17,764.85	17,714.38	17,663.91	17,613.44		
CURRENT MONTH LIABILITY	50.47	50.47	50.47	50.47	50.47	50.47	50.47	50.47	50.47	50.47	50.47	50.47		605.64
MONTH ENDING BALANCE	18,118.14	18,067.67	18,017.20	17,966.73	17,916.26	17,865.79	17,815.32	17,764.85	17,714.38	17,663.91	17,613.44	17,562.97	17,562.97	
DOUG VANCE-J#4199A008-#220	21,950.56	21,891.49	21,832.49	21,773.49	21,714.49	21,655.49	21,596.49	21,537.49	21,478.49	21,419.49	21,360.49	21,301.49		
CURRENT MONTH LIABILITY	59.07	59.00	59.00	59.00	59.00	59.00	59.00	59.00	59.00	59.00	59.00	59.00		708.07
MONTH ENDING BALANCE	21,891.49	21,832.49	21,773.49	21,714.49	21,655.49	21,596.49	21,537.49	21,478.49	21,419.49	21,360.49	21,301.49	21,242.49	21,242.49	
SUB-TOTAL	426,528.42	425,347.02	424,165.69	422,984.36	421,803.03	420,621.70	419,440.37	418,259.04	417,077.71	415,896.38	414,715.05	413,533.72		14,176.03
	1,181.40	1,181.33	1,181.33	1,181.33	1,181.33	1,181.33	1,181.33	1,181.33	1,181.33	1,181.33	1,181.33	1,181.33		
	425,347.02	424,165.69	422,984.36	421,803.03	420,621.70	419,440.37	418,259.04	417,077.71	415,896.38	414,715.05	413,533.72	412,352.39	412,352.39	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
KERRY LEMLER-J#4101AC01-221	16,398.77	16,354.67	16,310.59	16,266.51	16,222.43	16,178.35	16,134.27	16,090.19	16,046.11	16,002.03	15,957.95	15,913.87		
CURRENT MONTH LIABILITY	44.10	44.08	44.08	44.08	44.08	44.08	44.08	44.08	44.08	44.08	44.08	44.08		528.98
MONTH ENDING BALANCE	16,354.67	16,310.59	16,266.51	16,222.43	16,178.35	16,134.27	16,090.19	16,046.11	16,002.03	15,957.95	15,913.87	15,869.79	15,869.79	
VOGEL-J#4101AC03-#222-A	8,248.42	8,225.13	8,201.88	8,178.63	8,155.38	8,132.13	8,108.88	8,085.63	8,062.38	8,039.13	8,015.88	7,992.63		
CURRENT MONTH LIABILITY	23.29	23.25	23.25	23.25	23.25	23.25	23.25	23.25	23.25	23.25	23.25	23.25		279.04
MONTH ENDING BALANCE	8,225.13	8,201.88	8,178.63	8,155.38	8,132.13	8,108.88	8,085.63	8,062.38	8,039.13	8,015.88	7,992.63	7,969.38	7,969.38	
CASA COLINA-J#4101AC02-#223	42,094.88	41,979.49	41,866.49	41,753.49	41,640.49	41,527.49	41,414.49	41,301.49	41,188.49	41,075.49	40,962.49	40,849.49		
CURRENT MONTH LIABILITY	115.39	113.00	113.00	113.00	113.00	113.00	113.00	113.00	113.00	113.00	113.00	113.00		1,358.39
MONTH ENDING BALANCE	41,979.49	41,866.49	41,753.49	41,640.49	41,527.49	41,414.49	41,301.49	41,188.49	41,075.49	40,962.49	40,849.49	40,736.49	40,736.49	
MIKE FLORANCE-J#4101AC05-#224	77,625.84	77,421.07	77,212.07	77,003.07	76,794.07	76,585.07	76,376.07	76,167.07	75,958.07	75,749.07	75,540.07	75,331.07		
CURRENT MONTH LIABILITY	204.77	209.00	209.00	209.00	209.00	209.00	209.00	209.00	209.00	209.00	209.00	209.00		2,503.77
MONTH ENDING BALANCE	77,421.07	77,212.07	77,003.07	76,794.07	76,585.07	76,376.07	76,167.07	75,958.07	75,749.07	75,540.07	75,331.07	75,122.07	75,122.07	
HIGH DES FND ACAD EXC-J#4100AC05-#225	62,651.96	62,479.08	62,311.08	62,143.08	61,975.08	61,807.08	61,639.08	61,471.08	61,303.08	61,135.08	60,967.08	60,799.08		
CURRENT MONTH LIABILITY	172.88	168.00	168.00	168.00	168.00	168.00	168.00	168.00	168.00	168.00	168.00	168.00		2,020.88
MONTH ENDING BALANCE	62,479.08	62,311.08	62,143.08	61,975.08	61,807.08	61,639.08	61,471.08	61,303.08	61,135.08	60,967.08	60,799.08	60,631.08	60,631.08	
TOWN OF APPLE VALLEY-J#4101AC04-#226	68,228.68	68,040.39	67,857.39	67,674.39	67,491.39	67,308.39	67,125.39	66,942.39	66,759.39	66,576.39	66,393.39	66,210.39		
CURRENT MONTH LIABILITY	188.29	183.00	183.00	183.00	183.00	183.00	183.00	183.00	183.00	183.00	183.00	183.00		2,201.29
MONTH ENDING BALANCE	68,040.39	67,857.39	67,674.39	67,491.39	67,308.39	67,125.39	66,942.39	66,759.39	66,576.39	66,393.39	66,210.39	66,027.39	66,027.39	
M. LAMB-J#4101AC06-#227	38,431.94	38,325.20	38,222.20	38,119.20	38,016.20	37,913.20	37,810.20	37,707.20	37,604.20	37,501.20	37,398.20	37,295.20		
CURRENT MONTH LIABILITY	106.74	103.00	103.00	103.00	103.00	103.00	103.00	103.00	103.00	103.00	103.00	103.00		1,239.74
MONTH ENDING BALANCE	38,325.20	38,222.20	38,119.20	38,016.20	37,913.20	37,810.20	37,707.20	37,604.20	37,501.20	37,398.20	37,295.20	37,192.20	37,192.20	
SMOKETREE CENTER, LLC-J#4101AC07-#228	42,252.07	42,143.10	42,029.10	41,915.10	41,801.10	41,687.10	41,573.10	41,459.10	41,345.10	41,231.10	41,117.10	41,003.10		
CURRENT MONTH LIABILITY	108.97	114.00	114.00	114.00	114.00	114.00	114.00	114.00	114.00	114.00	114.00	114.00		1,362.97
MONTH ENDING BALANCE	42,143.10	42,029.10	41,915.10	41,801.10	41,687.10	41,573.10	41,459.10	41,345.10	41,231.10	41,117.10	41,003.10	40,889.10	40,889.10	
G. CHOUHNE-J#4101AC10-#229	32,122.56	32,038.88	31,955.23	31,871.58	31,787.93	31,704.28	31,620.63	31,536.98	31,453.33	31,369.68	31,286.03	31,202.38		
CURRENT MONTH LIABILITY	83.68	83.65	83.65	83.65	83.65	83.65	83.65	83.65	83.65	83.65	83.65	83.65		1,003.83
MONTH ENDING BALANCE	32,038.88	31,955.23	31,871.58	31,787.93	31,704.28	31,620.63	31,536.98	31,453.33	31,369.68	31,286.03	31,202.38	31,118.73	31,118.73	
AV AUTO CLINIC-J#4102AC02-#230	7,925.12	7,904.39	7,883.76	7,863.13	7,842.50	7,821.87	7,801.24	7,780.61	7,759.98	7,739.35	7,718.72	7,698.09		
CURRENT MONTH LIABILITY	20.73	20.63	20.63	20.63	20.63	20.63	20.63	20.63	20.63	20.63	20.63	20.63		247.66
MONTH ENDING BALANCE	7,904.39	7,883.76	7,863.13	7,842.50	7,821.87	7,801.24	7,780.61	7,759.98	7,739.35	7,718.72	7,698.09	7,677.46	7,677.46	
SUB-TOTAL	395,980.24	394,911.40	393,849.79	392,788.18	391,726.57	390,664.96	389,603.35	388,541.74	387,480.13	386,418.52	385,356.91	384,295.30		12,746.55
	1,068.84	1,061.61	1,061.61	1,061.61	1,061.61	1,061.61	1,061.61	1,061.61	1,061.61	1,061.61	1,061.61	1,061.61		
	394,911.40	393,849.79	392,788.18	391,726.57	390,664.96	389,603.35	388,541.74	387,480.13	386,418.52	385,356.91	384,295.30	383,233.69	383,233.69	

APPLE VALLEY RANCHOS WATER CO.
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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
DE GARCIA-J#4101AC08-#231	22,295.04	22,236.98	22,178.92	22,120.86	22,062.80	22,004.74	21,946.68	21,888.62	21,830.56	21,772.50	21,714.44	21,656.38		
CURRENT MONTH LIABILITY	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06		696.72
MONTH ENDING BALANCE	22,236.98	22,178.92	22,120.86	22,062.80	22,004.74	21,946.68	21,888.62	21,830.56	21,772.50	21,714.44	21,656.38	21,598.32	21,598.32	
D. VANCE-J#4102AC06-#232	11,365.43	11,335.76	11,306.17	11,276.58	11,246.99	11,217.40	11,187.81	11,158.22	11,128.63	11,099.04	11,069.45	11,039.86		
CURRENT MONTH LIABILITY	29.67	29.59	29.59	29.59	29.59	29.59	29.59	29.59	29.59	29.59	29.59	29.59		355.16
MONTH ENDING BALANCE	11,335.76	11,306.17	11,276.58	11,246.99	11,217.40	11,187.81	11,158.22	11,128.63	11,099.04	11,069.45	11,039.86	11,010.27	11,010.27	
WOODBURY GP.-J#4102AC03-#233	13,050.22	13,016.19	12,982.21	12,948.23	12,914.25	12,880.27	12,846.29	12,812.31	12,778.33	12,744.35	12,710.37	12,676.39		
CURRENT MONTH LIABILITY	34.03	33.98	33.98	33.98	33.98	33.98	33.98	33.98	33.98	33.98	33.98	33.98		407.81
MONTH ENDING BALANCE	13,016.19	12,982.21	12,948.23	12,914.25	12,880.27	12,846.29	12,812.31	12,778.33	12,744.35	12,710.37	12,676.39	12,642.41	12,642.41	
THELMA ROWE-J#4102AC07-#234	13,014.81	12,980.89	12,947.00	12,913.11	12,879.22	12,845.33	12,811.44	12,777.55	12,743.66	12,709.77	12,675.88	12,641.99		
CURRENT MONTH LIABILITY	33.92	33.89	33.89	33.89	33.89	33.89	33.89	33.89	33.89	33.89	33.89	33.89		406.71
MONTH ENDING BALANCE	12,980.89	12,947.00	12,913.11	12,879.22	12,845.33	12,811.44	12,777.55	12,743.66	12,709.77	12,675.88	12,641.99	12,608.10	12,608.10	
CAMBRIDGE HOMES-J#4102AC10-#235	124,434.83	124,110.69	123,786.65	123,462.61	123,138.57	122,814.53	122,490.49	122,166.45	121,842.41	121,518.37	121,194.33	120,870.29		
CURRENT MONTH LIABILITY	324.14	324.04	324.04	324.04	324.04	324.04	324.04	324.04	324.04	324.04	324.04	324.04		3,888.58
MONTH ENDING BALANCE	124,110.69	123,786.65	123,462.61	123,138.57	122,814.53	122,490.49	122,166.45	121,842.41	121,518.37	121,194.33	120,870.29	120,546.25	120,546.25	
DESERT TRAILS-J#4102AC04-#236	3,057.60	3,049.61	3,041.65	3,033.69	3,025.73	3,017.77	3,009.81	3,001.85	2,993.89	2,985.93	2,977.97	2,970.01		
CURRENT MONTH LIABILITY	7.99	7.96	7.96	7.96	7.96	7.96	7.96	7.96	7.96	7.96	7.96	7.96		95.55
MONTH ENDING BALANCE	3,049.61	3,041.65	3,033.69	3,025.73	3,017.77	3,009.81	3,001.85	2,993.89	2,985.93	2,977.97	2,970.01	2,962.05	2,962.05	
MARK G. LEONARD-J#4102AC12-#237	10,012.62	9,987.34	9,962.06	9,936.78	9,911.50	9,886.22	9,860.94	9,835.66	9,810.38	9,785.10	9,759.82	9,734.54		
CURRENT MONTH LIABILITY	25.28	25.28	25.28	25.28	25.28	25.28	25.28	25.28	25.28	25.28	25.28	25.28		303.36
MONTH ENDING BALANCE	9,987.34	9,962.06	9,936.78	9,911.50	9,886.22	9,860.94	9,835.66	9,810.38	9,785.10	9,759.82	9,734.54	9,709.26	9,709.26	
Detention Center-J#4101AC09-#238	464,151.42	462,979.33	461,807.24	460,635.15	459,463.06	458,290.97	457,118.88	455,946.79	454,774.70	453,602.61	452,430.52	451,258.43		
CURRENT MONTH LIABILITY	1,172.09	1,172.09	1,172.09	1,172.09	1,172.09	1,172.09	1,172.09	1,172.09	1,172.09	1,172.09	1,172.09	1,172.09		14,065.08
MONTH ENDING BALANCE	462,979.33	461,807.24	460,635.15	459,463.06	458,290.97	457,118.88	455,946.79	454,774.70	453,602.61	452,430.52	451,258.43	450,086.34	450,086.34	
Richmond Tract-J#4102AC09-#239	200,894.70	200,387.40	199,880.10	199,372.80	198,865.50	198,358.20	197,850.90	197,343.60	196,836.30	196,329.00	195,821.70	195,314.40		
CURRENT MONTH LIABILITY	507.30	507.30	507.30	507.30	507.30	507.30	507.30	507.30	507.30	507.30	507.30	507.30		6,087.60
MONTH ENDING BALANCE	200,387.40	199,880.10	199,372.80	198,865.50	198,358.20	197,850.90	197,343.60	196,836.30	196,329.00	195,821.70	195,314.40	194,807.10	194,807.10	
D. Vance-J#4103AC06-#240	5,912.23	5,897.31	5,882.39	5,867.47	5,852.55	5,837.63	5,822.71	5,807.79	5,792.87	5,777.95	5,763.03	5,748.11		
CURRENT MONTH LIABILITY	14.92	14.92	14.92	14.92	14.92	14.92	14.92	14.92	14.92	14.92	14.92	14.92		179.04
MONTH ENDING BALANCE	5,897.31	5,882.39	5,867.47	5,852.55	5,837.63	5,822.71	5,807.79	5,792.87	5,777.95	5,763.03	5,748.11	5,733.19	5,733.19	
SUB-TOTAL	868,188.90	865,981.50	863,774.39	861,567.28	859,360.17	857,153.06	854,945.95	852,738.84	850,531.73	848,324.62	846,117.51	843,910.40		26,485.61
	2,207.40	2,207.11	2,207.11	2,207.11	2,207.11	2,207.11	2,207.11	2,207.11	2,207.11	2,207.11	2,207.11	2,207.11		
	865,981.50	863,774.39	861,567.28	859,360.17	857,153.06	854,945.95	852,738.84	850,531.73	848,324.62	846,117.51	843,910.40	841,703.29	841,703.29	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Amount	Amount
R. Fuller-J#4103AC05-#241	50,676.94	50,548.97	50,421.00	50,293.03	50,165.06	50,037.09	49,909.12	49,781.15	49,653.18	49,525.21	49,397.24	49,269.27		
CURRENT MONTH LIABILITY	127.97	127.97	127.97	127.97	127.97	127.97	127.97	127.97	127.97	127.97	127.97	127.97		1,535.64
MONTH ENDING BALANCE	50,548.97	50,421.00	50,293.03	50,165.06	50,037.09	49,909.12	49,781.15	49,653.18	49,525.21	49,397.24	49,269.27	49,141.30	49,141.30	
BARBARA ROBBEN-J#4103AC09-#242	37,925.06	37,832.07	37,739.12	37,646.17	37,553.22	37,460.27	37,367.32	37,274.37	37,181.42	37,088.47	36,995.52	36,902.57		
CURRENT MONTH LIABILITY	92.99	92.95	92.95	92.95	92.95	92.95	92.95	92.95	92.95	92.95	92.95	92.95		1,115.44
MONTH ENDING BALANCE	37,832.07	37,739.12	37,646.17	37,553.22	37,460.27	37,367.32	37,274.37	37,181.42	37,088.47	36,995.52	36,902.57	36,809.62	36,809.62	
WARREN-BUY-IN-J#4101AC03-#222-B	2,259.30	2,253.79	2,248.25	2,242.71	2,237.17	2,231.63	2,226.09	2,220.55	2,215.01	2,209.47	2,203.93	2,198.39		
CURRENT MONTH LIABILITY	5.51	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54		66.45
MONTH ENDING BALANCE	2,253.79	2,248.25	2,242.71	2,237.17	2,231.63	2,226.09	2,220.55	2,215.01	2,209.47	2,203.93	2,198.39	2,192.85	2,192.85	
RYAN-BUY-IN J#4101AC03-#222-C	2,259.30	2,253.79	2,248.25	2,242.71	2,237.17	2,231.63	2,226.09	2,220.55	2,215.01	2,209.47	2,203.93	2,198.39		
CURRENT MONTH LIABILITY	5.51	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54		66.45
MONTH ENDING BALANCE	2,253.79	2,248.25	2,242.71	2,237.17	2,231.63	2,226.09	2,220.55	2,215.01	2,209.47	2,203.93	2,198.39	2,192.85	2,192.85	
HI DES CONST-PALA LANE-J#4104AC10-#243	10,738.04	10,711.74	10,685.42	10,659.10	10,632.78	10,606.46	10,580.14	10,553.82	10,527.50	10,501.18	10,474.86	10,448.54		
CURRENT MONTH LIABILITY	26.30	26.32	26.32	26.32	26.32	26.32	26.32	26.32	26.32	26.32	26.32	26.32		315.82
MONTH ENDING BALANCE	10,711.74	10,685.42	10,659.10	10,632.78	10,606.46	10,580.14	10,553.82	10,527.50	10,501.18	10,474.86	10,448.54	10,422.22	10,422.22	
HI DES CONST-Tr 16417-J#4104AC04-#244	103,913.80	103,659.10	103,404.41	103,149.72	102,895.03	102,640.34	102,385.65	102,130.96	101,876.27	101,621.58	101,366.89	101,112.20		
CURRENT MONTH LIABILITY	254.70	254.69	254.69	254.69	254.69	254.69	254.69	254.69	254.69	254.69	254.69	254.69		3,056.29
MONTH ENDING BALANCE	103,659.10	103,404.41	103,149.72	102,895.03	102,640.34	102,385.65	102,130.96	101,876.27	101,621.58	101,366.89	101,112.20	100,857.51	100,857.51	
POTTER-J#4104AC06-#245	15,129.73	15,092.62	15,055.54	15,018.46	14,981.38	14,944.30	14,907.22	14,870.14	14,833.06	14,795.98	14,758.90	14,721.82		
CURRENT MONTH LIABILITY	37.11	37.08	37.08	37.08	37.08	37.08	37.08	37.08	37.08	37.08	37.08	37.08		444.99
MONTH ENDING BALANCE	15,092.62	15,055.54	15,018.46	14,981.38	14,944.30	14,907.22	14,870.14	14,833.06	14,795.98	14,758.90	14,721.82	14,684.74	14,684.74	
CAMBRIDGE HOMES-J#4104AC01-#246	272,001.29	271,334.63	270,667.96	270,001.29	269,334.62	268,667.95	268,001.28	267,334.61	266,667.94	266,001.27	265,334.60	264,667.93		
CURRENT MONTH LIABILITY	666.66	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67		8,000.03
MONTH ENDING BALANCE	271,334.63	270,667.96	270,001.29	269,334.62	268,667.95	268,001.28	267,334.61	266,667.94	266,001.27	265,334.60	264,667.93	264,001.26	264,001.26	
STAR WEST HOMES-J#4102AC05-#247	28,282.41	28,213.09	28,143.77	28,074.45	28,005.13	27,935.81	27,866.49	27,797.17	27,727.85	27,658.53	27,589.21	27,519.89		
CURRENT MONTH LIABILITY	69.32	69.32	69.32	69.32	69.32	69.32	69.32	69.32	69.32	69.32	69.32	69.32		831.84
MONTH ENDING BALANCE	28,213.09	28,143.77	28,074.45	28,005.13	27,935.81	27,866.49	27,797.17	27,727.85	27,658.53	27,589.21	27,519.89	27,450.57	27,450.57	
DAVIS-J#4104AC21-#248	36,764.90	36,677.36	36,589.82	36,502.28	36,414.74	36,327.20	36,239.66	36,152.12	36,064.58	35,977.04	35,889.50	35,801.96		
CURRENT MONTH LIABILITY	87.54	87.54	87.54	87.54	87.54	87.54	87.54	87.54	87.54	87.54	87.54	87.54		1,050.48
MONTH ENDING BALANCE	36,677.36	36,589.82	36,502.28	36,414.74	36,327.20	36,239.66	36,152.12	36,064.58	35,977.04	35,889.50	35,801.96	35,714.42	35,714.42	
	559,950.77	558,577.16	557,203.54	555,829.92	554,456.30	553,082.68	551,709.06	550,335.44	548,961.82	547,588.20	546,214.58	544,840.96		
	1,373.61	1,373.62	1,373.62	1,373.62	1,373.62	1,373.62	1,373.62	1,373.62	1,373.62	1,373.62	1,373.62	1,373.62		16,483.43
SUB-TOTAL	558,577.16	557,203.54	555,829.92	554,456.30	553,082.68	551,709.06	550,335.44	548,961.82	547,588.20	546,214.58	544,840.96	543,467.34	543,467.34	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
PULTE TR#16142-J#4104AC12-#249	193,783.32	193,308.37	192,833.41	192,358.45	191,883.49	191,408.53	190,933.57	190,458.61	189,983.65	189,508.69	189,033.73	188,558.77	188,083.81	5,699.51
CURRENT MONTH LIABILITY	474.95	474.96	474.96	474.96	474.96	474.96	474.96	474.96	474.96	474.96	474.96	474.96		
MONTH ENDING BALANCE	193,308.37	192,833.41	192,358.45	191,883.49	191,408.53	190,933.57	190,458.61	189,983.65	189,508.69	189,033.73	188,558.77	188,083.81		
CAMBRIDGE-J#4104AC08-#250	323,453.74	322,660.98	321,868.20	321,075.42	320,282.64	319,489.86	318,697.08	317,904.30	317,111.52	316,318.74	315,525.96	314,733.18	313,940.40	9,513.34
CURRENT MONTH LIABILITY	792.76	792.78	792.78	792.78	792.78	792.78	792.78	792.78	792.78	792.78	792.78	792.78		
MONTH ENDING BALANCE	322,660.98	321,868.20	321,075.42	320,282.64	319,489.86	318,697.08	317,904.30	317,111.52	316,318.74	315,525.96	314,733.18	313,940.40		
DESERT TRAILS-J#4103AC01-#251	178,443.50	178,006.12	177,568.76	177,131.40	176,694.04	176,256.68	175,819.32	175,381.96	174,944.60	174,507.24	174,069.88	173,632.52	173,195.16	5,248.34
CURRENT MONTH LIABILITY	437.38	437.36	437.36	437.36	437.36	437.36	437.36	437.36	437.36	437.36	437.36	437.36		
MONTH ENDING BALANCE	178,006.12	177,568.76	177,131.40	176,694.04	176,256.68	175,819.32	175,381.96	174,944.60	174,507.24	174,069.88	173,632.52	173,195.16		
PULTE TR#16758-J#4104AC11-#252	704,633.92	702,906.83	701,179.79	699,452.75	697,725.71	695,998.67	694,271.63	692,544.59	690,817.55	689,090.51	687,363.47	685,636.43	683,909.39	20,724.53
CURRENT MONTH LIABILITY	1,727.09	1,727.04	1,727.04	1,727.04	1,727.04	1,727.04	1,727.04	1,727.04	1,727.04	1,727.04	1,727.04	1,727.04		
MONTH ENDING BALANCE	702,906.83	701,179.79	699,452.75	697,725.71	695,998.67	694,271.63	692,544.59	690,817.55	689,090.51	687,363.47	685,636.43	683,909.39		
APPLE VALLEY VILLAGE, LLC-J#4104AC18-#253	102,452.39	102,201.29	101,950.18	101,699.07	101,447.96	101,196.85	100,945.74	100,694.63	100,443.52	100,192.41	99,941.30	99,690.19	99,439.08	3,013.31
CURRENT MONTH LIABILITY	251.10	251.11	251.11	251.11	251.11	251.11	251.11	251.11	251.11	251.11	251.11	251.11		
MONTH ENDING BALANCE	102,201.29	101,950.18	101,699.07	101,447.96	101,196.85	100,945.74	100,694.63	100,443.52	100,192.41	99,941.30	99,690.19	99,439.08		
MABLE-J#4104AC27-#254	9,145.29	9,123.51	9,101.73	9,079.95	9,058.17	9,036.39	9,014.61	8,992.83	8,971.05	8,949.27	8,927.49	8,905.71	8,883.93	261.36
CURRENT MONTH LIABILITY	21.78	21.78	21.78	21.78	21.78	21.78	21.78	21.78	21.78	21.78	21.78	21.78		
MONTH ENDING BALANCE	9,123.51	9,101.73	9,079.95	9,058.17	9,036.39	9,014.61	8,992.83	8,971.05	8,949.27	8,927.49	8,905.71	8,883.93		
CAMBRIDGE HOMES-Ph2A-4104AC09-#255	136,300.78	135,976.25	135,651.72	135,327.19	135,002.66	134,678.13	134,353.60	134,029.07	133,704.54	133,380.01	133,055.48	132,730.95	132,406.42	3,894.36
CURRENT MONTH LIABILITY	324.53	324.53	324.53	324.53	324.53	324.53	324.53	324.53	324.53	324.53	324.53	324.53		
MONTH ENDING BALANCE	135,976.25	135,651.72	135,327.19	135,002.66	134,678.13	134,353.60	134,029.07	133,704.54	133,380.01	133,055.48	132,730.95	132,406.42		
CAMBRIDGE HOMES-Ph2B-4105AC06-#256	138,374.67	138,045.21	137,715.75	137,386.29	137,056.83	136,727.37	136,397.91	136,068.45	135,738.99	135,409.53	135,080.07	134,750.61	134,421.15	3,953.52
CURRENT MONTH LIABILITY	329.46	329.46	329.46	329.46	329.46	329.46	329.46	329.46	329.46	329.46	329.46	329.46		
MONTH ENDING BALANCE	138,045.21	137,715.75	137,386.29	137,056.83	136,727.37	136,397.91	136,068.45	135,738.99	135,409.53	135,080.07	134,750.61	134,421.15		
JIM TATUM-J#4105AC02-#257	213,419.04	212,910.90	212,402.76	211,894.62	211,386.48	210,878.34	210,370.20	209,862.06	209,353.92	208,845.78	208,337.64	207,829.50	207,321.36	6,097.68
CURRENT MONTH LIABILITY	508.14	508.14	508.14	508.14	508.14	508.14	508.14	508.14	508.14	508.14	508.14	508.14		
MONTH ENDING BALANCE	212,910.90	212,402.76	211,894.62	211,386.48	210,878.34	210,370.20	209,862.06	209,353.92	208,845.78	208,337.64	207,829.50	207,321.36		
Town of Apple Valley-J#4104AC05-#258	119,097.90	118,814.33	118,530.76	118,247.19	117,963.62	117,680.05	117,396.48	117,112.91	116,829.34	116,545.77	116,262.20	115,978.63	115,695.06	3,402.84
CURRENT MONTH LIABILITY	283.57	283.57	283.57	283.57	283.57	283.57	283.57	283.57	283.57	283.57	283.57	283.57		
MONTH ENDING BALANCE	118,814.33	118,530.76	118,247.19	117,963.62	117,680.05	117,396.48	117,112.91	116,829.34	116,545.77	116,262.20	115,978.63	115,695.06		
SUB-TOTAL	2,119,104.55	2,113,953.79	2,108,803.06	2,103,652.33	2,098,501.60	2,093,350.87	2,088,200.14	2,083,049.41	2,077,898.68	2,072,747.95	2,067,597.22	2,062,446.49	2,057,295.76	61,808.79
	5,150.76	5,150.73	5,150.73	5,150.73	5,150.73	5,150.73	5,150.73	5,150.73	5,150.73	5,150.73	5,150.73	5,150.73		

APPLE VALLEY RANCHOS WATER CO.
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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
Ana Dutto-J#4104AC24-#259	27,331.86	27,266.78	27,201.70	27,136.62	27,071.54	27,006.46	26,941.38	26,876.30	26,811.22	26,746.14	26,681.06	26,615.98		
CURRENT MONTH LIABILITY	65.08	65.08	65.08	65.08	65.08	65.08	65.08	65.08	65.08	65.08	65.08	65.08		780.96
MONTH ENDING BALANCE	27,266.78	27,201.70	27,136.62	27,071.54	27,006.46	26,941.38	26,876.30	26,811.22	26,746.14	26,681.06	26,615.98	26,550.90	26,550.90	
Bias Hernandez-J#4104AC30-#260	13,615.40	13,582.98	13,550.56	13,518.14	13,485.72	13,453.30	13,420.88	13,388.46	13,356.04	13,323.62	13,291.20	13,258.78		
CURRENT MONTH LIABILITY	32.42	32.42	32.42	32.42	32.42	32.42	32.42	32.42	32.42	32.42	32.42	32.42		389.04
MONTH ENDING BALANCE	13,582.98	13,550.56	13,518.14	13,485.72	13,453.30	13,420.88	13,388.46	13,356.04	13,323.62	13,291.20	13,258.78	13,226.36	13,226.36	
Neptune Company-J#4103AC02-#261	221,920.61	221,392.23	220,863.85	220,335.47	219,807.09	219,278.71	218,750.33	218,221.95	217,693.57	217,165.19	216,636.81	216,108.43		
CURRENT MONTH LIABILITY	528.38	528.38	528.38	528.38	528.38	528.38	528.38	528.38	528.38	528.38	528.38	528.38		6,340.56
MONTH ENDING BALANCE	221,392.23	220,863.85	220,335.47	219,807.09	219,278.71	218,750.33	218,221.95	217,693.57	217,165.19	216,636.81	216,108.43	215,580.05	215,580.05	
AV Retirement Ctr-J#4105AC09-#262	82,603.07	82,407.34	82,211.61	82,015.88	81,820.15	81,624.42	81,428.69	81,232.96	81,037.23	80,841.50	80,645.77	80,450.04		
CURRENT MONTH LIABILITY	195.73	195.73	195.73	195.73	195.73	195.73	195.73	195.73	195.73	195.73	195.73	195.73		2,348.76
MONTH ENDING BALANCE	82,407.34	82,211.61	82,015.88	81,820.15	81,624.42	81,428.69	81,232.96	81,037.23	80,841.50	80,645.77	80,450.04	80,254.31	80,254.31	
SB Cnty Dept of Airports-J#4105AC04-#263	39,429.07	39,335.19	39,241.31	39,147.43	39,053.55	38,959.67	38,865.79	38,771.91	38,678.03	38,584.15	38,490.27	38,396.39		
CURRENT MONTH LIABILITY	93.88	93.88	93.88	93.88	93.88	93.88	93.88	93.88	93.88	93.88	93.88	93.88		1,126.56
MONTH ENDING BALANCE	39,335.19	39,241.31	39,147.43	39,053.55	38,959.67	38,865.79	38,771.91	38,678.03	38,584.15	38,490.27	38,396.39	38,302.51	38,302.51	
Sitting Bull Elem-J#4104AC19-#264	117,345.89	117,066.50	116,787.11	116,507.72	116,228.33	115,948.94	115,669.55	115,390.16	115,110.77	114,831.38	114,551.99	114,272.60		
CURRENT MONTH LIABILITY	279.39	279.39	279.39	279.39	279.39	279.39	279.39	279.39	279.39	279.39	279.39	279.39		3,352.68
MONTH ENDING BALANCE	117,066.50	116,787.11	116,507.72	116,228.33	115,948.94	115,669.55	115,390.16	115,110.77	114,831.38	114,551.99	114,272.60	113,993.21	113,993.21	
Sitting Bull Middle Sch-J#4104AC20-#265	137,848.99	137,520.78	137,192.57	136,864.36	136,536.15	136,207.94	135,879.73	135,551.52	135,223.31	134,895.10	134,566.89	134,238.68		
CURRENT MONTH LIABILITY	328.21	328.21	328.21	328.21	328.21	328.21	328.21	328.21	328.21	328.21	328.21	328.21		3,938.52
MONTH ENDING BALANCE	137,520.78	137,192.57	136,864.36	136,536.15	136,207.94	135,879.73	135,551.52	135,223.31	134,895.10	134,566.89	134,238.68	133,910.47	133,910.47	
JIM TATUM-J#4105AC19-#267	15,585.45	15,548.34	15,511.23	15,474.12	15,437.01	15,399.90	15,362.79	15,325.68	15,288.57	15,251.46	15,214.35	15,177.24		
CURRENT MONTH LIABILITY	37.11	37.11	37.11	37.11	37.11	37.11	37.11	37.11	37.11	37.11	37.11	37.11		445.32
MONTH ENDING BALANCE	15,548.34	15,511.23	15,474.12	15,437.01	15,399.90	15,362.79	15,325.68	15,288.57	15,251.46	15,214.35	15,177.24	15,140.13	15,140.13	
Pulte Homes-J#4105AC14-Tr 17061-#268	246,435.29	245,848.54	245,261.79	244,675.04	244,088.29	243,501.54	242,914.79	242,328.04	241,741.29	241,154.54	240,567.79	239,981.04		
CURRENT MONTH LIABILITY	586.75	586.75	586.75	586.75	586.75	586.75	586.75	586.75	586.75	586.75	586.75	586.75		7,041.00
MONTH ENDING BALANCE	245,848.54	245,261.79	244,675.04	244,088.29	243,501.54	242,914.79	242,328.04	241,741.29	241,154.54	240,567.79	239,981.04	239,394.29	239,394.29	
HDC Group, LLC-J#4104AC23(A)-#269	330,457.39	329,670.59	328,883.79	328,096.99	327,310.19	326,523.39	325,736.59	324,949.79	324,162.99	323,376.19	322,589.39	321,802.59		
CURRENT MONTH LIABILITY	786.80	786.80	786.80	786.80	786.80	786.80	786.80	786.80	786.80	786.80	786.80	786.80		9,441.60
MONTH ENDING BALANCE	329,670.59	328,883.79	328,096.99	327,310.19	326,523.39	325,736.59	324,949.79	324,162.99	323,376.19	322,589.39	321,802.59	321,015.79	321,015.79	
SUB-TOTAL	1,232,573.02	1,229,639.27	1,226,705.52	1,223,771.77	1,220,838.02	1,217,904.27	1,214,970.52	1,212,036.77	1,209,103.02	1,206,169.27	1,203,235.52	1,200,301.77	1,197,368.02	35,205.00
	2,933.75	2,933.75	2,933.75	2,933.75	2,933.75	2,933.75	2,933.75	2,933.75	2,933.75	2,933.75	2,933.75	2,933.75		
	1,229,639.27	1,226,705.52	1,223,771.77	1,220,838.02	1,217,904.27	1,214,970.52	1,212,036.77	1,209,103.02	1,206,169.27	1,203,235.52	1,200,301.77	1,197,368.02	1,197,368.02	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Amount	Amount
Mark & Candace Leonard-J#4104AC23(B)-#270	188,458.71	188,010.00	187,561.29	187,112.58	186,663.87	186,215.16	185,766.45	185,317.74	184,869.03	184,420.32	183,971.61	183,522.90	183,074.19	5,384.52
CURRENT MONTH LIABILITY	448.71	448.71	448.71	448.71	448.71	448.71	448.71	448.71	448.71	448.71	448.71	448.71		
MONTH ENDING BALANCE	188,010.00	187,561.29	187,112.58	186,663.87	186,215.16	185,766.45	185,317.74	184,869.03	184,420.32	183,971.61	183,522.90	183,074.19		
Curtis Dev Corp.-J#4104AC23(C)-#271	74,580.57	74,403.00	74,225.43	74,047.86	73,870.29	73,692.72	73,515.15	73,337.58	73,160.01	72,982.44	72,804.87	72,627.30	72,449.73	2,130.84
CURRENT MONTH LIABILITY	177.57	177.57	177.57	177.57	177.57	177.57	177.57	177.57	177.57	177.57	177.57	177.57		
MONTH ENDING BALANCE	74,403.00	74,225.43	74,047.86	73,870.29	73,692.72	73,515.15	73,337.58	73,160.01	72,982.44	72,804.87	72,627.30	72,449.73		
Pulte Homes-J#4104AC25-#272	421,748.84	420,739.91	419,730.98	418,722.05	417,713.12	416,704.19	415,695.26	414,686.33	413,677.40	412,668.47	411,659.54	410,650.61	409,641.68	12,107.16
CURRENT MONTH LIABILITY	1,008.93	1,008.93	1,008.93	1,008.93	1,008.93	1,008.93	1,008.93	1,008.93	1,008.93	1,008.93	1,008.93	1,008.93		
MONTH ENDING BALANCE	420,739.91	419,730.98	418,722.05	417,713.12	416,704.19	415,695.26	414,686.33	413,677.40	412,668.47	411,659.54	410,650.61	409,641.68		
Ed Grohs-J#4105AC24-#273	8,602.62	8,582.14	8,561.66	8,541.18	8,520.70	8,500.22	8,479.74	8,459.26	8,438.78	8,418.30	8,397.82	8,377.34	8,356.86	245.76
CURRENT MONTH LIABILITY	20.48	20.48	20.48	20.48	20.48	20.48	20.48	20.48	20.48	20.48	20.48	20.48		
MONTH ENDING BALANCE	8,582.14	8,561.66	8,541.18	8,520.70	8,500.22	8,479.74	8,459.26	8,438.78	8,418.30	8,397.82	8,377.34	8,356.86		
Pulte Homes-J#4105AC11-#274	150,621.59	150,262.97	149,904.35	149,545.73	149,187.11	148,828.49	148,469.87	148,111.25	147,752.63	147,394.01	147,035.39	146,676.77	146,318.15	4,303.44
CURRENT MONTH LIABILITY	358.62	358.62	358.62	358.62	358.62	358.62	358.62	358.62	358.62	358.62	358.62	358.62		
MONTH ENDING BALANCE	150,262.97	149,904.35	149,545.73	149,187.11	148,828.49	148,469.87	148,111.25	147,752.63	147,394.01	147,035.39	146,676.77	146,318.15		
Mazi Gas Station-J#4105AC26-#275	44,729.17	44,622.67	44,516.17	44,409.67	44,303.17	44,196.67	44,090.17	43,983.67	43,877.17	43,770.67	43,664.17	43,557.67	43,451.17	1,278.00
CURRENT MONTH LIABILITY	106.50	106.50	106.50	106.50	106.50	106.50	106.50	106.50	106.50	106.50	106.50	106.50		
MONTH ENDING BALANCE	44,622.67	44,516.17	44,409.67	44,303.17	44,196.67	44,090.17	43,983.67	43,877.17	43,770.67	43,664.17	43,557.67	43,451.17		
Hovnanian-Forecast Homes-J#4104AC14-#276	197,912.77	197,441.55	196,970.33	196,499.11	196,027.89	195,556.67	195,085.45	194,614.23	194,143.01	193,671.79	193,200.57	192,729.35	192,258.13	5,654.64
CURRENT MONTH LIABILITY	471.22	471.22	471.22	471.22	471.22	471.22	471.22	471.22	471.22	471.22	471.22	471.22		
MONTH ENDING BALANCE	197,441.55	196,970.33	196,499.11	196,027.89	195,556.67	195,085.45	194,614.23	194,143.01	193,671.79	193,200.57	192,729.35	192,258.13		
Cambridge-J#4105AC15-#277	607,940.85	606,493.37	605,045.89	603,598.41	602,150.93	600,703.45	599,255.97	597,808.49	596,361.01	594,913.53	593,466.05	592,018.57	590,571.09	17,369.76
CURRENT MONTH LIABILITY	1,447.48	1,447.48	1,447.48	1,447.48	1,447.48	1,447.48	1,447.48	1,447.48	1,447.48	1,447.48	1,447.48	1,447.48		
MONTH ENDING BALANCE	606,493.37	605,045.89	603,598.41	602,150.93	600,703.45	599,255.97	597,808.49	596,361.01	594,913.53	593,466.05	592,018.57	590,571.09		
Crebar-J#4104AC13-#278	173,316.59	172,903.93	172,491.27	172,078.61	171,665.95	171,253.29	170,840.63	170,427.97	170,015.31	169,602.65	169,189.99	168,777.33	168,364.67	4,951.92
CURRENT MONTH LIABILITY	412.66	412.66	412.66	412.66	412.66	412.66	412.66	412.66	412.66	412.66	412.66	412.66		
MONTH ENDING BALANCE	172,903.93	172,491.27	172,078.61	171,665.95	171,253.29	170,840.63	170,427.97	170,015.31	169,602.65	169,189.99	168,777.33	168,364.67		
1st Trust of Onaga-J#4105AC03-#279	318,064.17	317,306.87	316,549.57	315,792.27	315,034.97	314,277.67	313,520.37	312,763.07	312,005.77	311,248.47	310,491.17	309,733.87	308,976.57	9,087.60
CURRENT MONTH LIABILITY	757.30	757.30	757.30	757.30	757.30	757.30	757.30	757.30	757.30	757.30	757.30	757.30		
MONTH ENDING BALANCE	317,306.87	316,549.57	315,792.27	315,034.97	314,277.67	313,520.37	312,763.07	312,005.77	311,248.47	310,491.17	309,733.87	308,976.57		
	2,185,975.88	2,180,766.41	2,175,556.94	2,170,347.47	2,165,138.00	2,159,928.53	2,154,719.06	2,149,509.59	2,144,300.12	2,139,090.65	2,133,881.18	2,128,671.71	2,123,462.24	62,513.64
	5,209.47	5,209.47	5,209.47	5,209.47	5,209.47	5,209.47	5,209.47	5,209.47	5,209.47	5,209.47	5,209.47	5,209.47		
SUB-TOTAL	2,180,766.41	2,175,556.94	2,170,347.47	2,165,138.00	2,159,928.53	2,154,719.06	2,149,509.59	2,144,300.12	2,139,090.65	2,133,881.18	2,128,671.71	2,123,462.24		

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
Pulte-Tr 17062-2-J#4105AC17-#280	293,796.85	293,097.33	292,397.81	291,698.29	290,998.77	290,299.25	289,599.73	288,900.21	288,200.69	287,501.17	286,801.65	286,102.13		
CURRENT MONTH LIABILITY	699.52	699.52	699.52	699.52	699.52	699.52	699.52	699.52	699.52	699.52	699.52	699.52		8,394.24
MONTH ENDING BALANCE	293,097.33	292,397.81	291,698.29	290,998.77	290,299.25	289,599.73	288,900.21	288,200.69	287,501.17	286,801.65	286,102.13	285,402.61	285,402.61	
Pulte-Tr 17062-1-J#4105AC05-#281	605,784.51	604,342.16	602,899.81	601,457.46	600,015.11	598,572.76	597,130.41	595,688.06	594,245.71	592,803.36	591,361.01	589,918.66		
CURRENT MONTH LIABILITY	1,442.35	1,442.35	1,442.35	1,442.35	1,442.35	1,442.35	1,442.35	1,442.35	1,442.35	1,442.35	1,442.35	1,442.35		17,308.20
MONTH ENDING BALANCE	604,342.16	602,899.81	601,457.46	600,015.11	598,572.76	597,130.41	595,688.06	594,245.71	592,803.36	591,361.01	589,918.66	588,476.31	588,476.31	
Pulte-Tr 17062-1-J#4105AC12-#282	258,429.61	257,814.31	257,199.01	256,583.71	255,968.41	255,353.11	254,737.81	254,122.51	253,507.21	252,891.91	252,276.61	251,661.31		
CURRENT MONTH LIABILITY	615.30	615.30	615.30	615.30	615.30	615.30	615.30	615.30	615.30	615.30	615.30	615.30		7,383.60
MONTH ENDING BALANCE	257,814.31	257,199.01	256,583.71	255,968.41	255,353.11	254,737.81	254,122.51	253,507.21	252,891.91	252,276.61	251,661.31	251,046.01	251,046.01	
Brookhollow-J#4105AC25-#283	36,004.54	35,918.81	35,833.08	35,747.35	35,661.62	35,575.89	35,490.16	35,404.43	35,318.70	35,232.97	35,147.24	35,061.51		
CURRENT MONTH LIABILITY	85.73	85.73	85.73	85.73	85.73	85.73	85.73	85.73	85.73	85.73	85.73	85.73		1,028.76
MONTH ENDING BALANCE	35,918.81	35,833.08	35,747.35	35,661.62	35,575.89	35,490.16	35,404.43	35,318.70	35,232.97	35,147.24	35,061.51	34,975.78	34,975.78	
Pulte Homes-J#4105AC29-#284	306,002.30	305,273.72	304,545.14	303,816.56	303,087.98	302,359.40	301,630.82	300,902.24	300,173.66	299,445.08	298,716.50	297,987.92		
CURRENT MONTH LIABILITY	728.58	728.58	728.58	728.58	728.58	728.58	728.58	728.58	728.58	728.58	728.58	728.58		8,742.96
MONTH ENDING BALANCE	305,273.72	304,545.14	303,816.56	303,087.98	302,359.40	301,630.82	300,902.24	300,173.66	299,445.08	298,716.50	297,987.92	297,259.34	297,259.34	
Forecast-J#4105AC16-#285	52,726.85	52,601.31	52,475.77	52,350.23	52,224.69	52,099.15	51,973.61	51,848.07	51,722.53	51,596.99	51,471.45	51,345.91		
CURRENT MONTH LIABILITY	125.54	125.54	125.54	125.54	125.54	125.54	125.54	125.54	125.54	125.54	125.54	125.54		1,506.48
MONTH ENDING BALANCE	52,601.31	52,475.77	52,350.23	52,224.69	52,099.15	51,973.61	51,848.07	51,722.53	51,596.99	51,471.45	51,345.91	51,220.37	51,220.37	
Green-J#4105AC28-#286	11,273.99	11,247.15	11,220.31	11,193.47	11,166.63	11,139.79	11,112.95	11,086.11	11,059.27	11,032.43	11,005.59	10,978.75		
CURRENT MONTH LIABILITY	26.84	26.84	26.84	26.84	26.84	26.84	26.84	26.84	26.84	26.84	26.84	26.84		322.08
MONTH ENDING BALANCE	11,247.15	11,220.31	11,193.47	11,166.63	11,139.79	11,112.95	11,086.11	11,059.27	11,032.43	11,005.59	10,978.75	10,951.91	10,951.91	
Tanamera Homes-J#4103AC02WR-#287	14,700.00	14,665.00	14,630.00	14,595.00	14,560.00	14,525.00	14,490.00	14,455.00	14,420.00	14,385.00	14,350.00	14,315.00		
CURRENT MONTH LIABILITY	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00		420.00
MONTH ENDING BALANCE	14,665.00	14,630.00	14,595.00	14,560.00	14,525.00	14,490.00	14,455.00	14,420.00	14,385.00	14,350.00	14,315.00	14,280.00	14,280.00	
Curtis Dev-J#4104AC22WR-#288	35,700.00	35,615.00	35,530.00	35,445.00	35,360.00	35,275.00	35,190.00	35,105.00	35,020.00	34,935.00	34,850.00	34,765.00		
CURRENT MONTH LIABILITY	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00		1,020.00
MONTH ENDING BALANCE	35,615.00	35,530.00	35,445.00	35,360.00	35,275.00	35,190.00	35,105.00	35,020.00	34,935.00	34,850.00	34,765.00	34,680.00	34,680.00	
Cambridge-J#4105AC15WR-#289	279,300.00	278,635.00	277,970.00	277,305.00	276,640.00	275,975.00	275,310.00	274,645.00	273,980.00	273,315.00	272,650.00	271,985.00		
CURRENT MONTH LIABILITY	665.00	665.00	665.00	665.00	665.00	665.00	665.00	665.00	665.00	665.00	665.00	665.00		7,980.00
MONTH ENDING BALANCE	278,635.00	277,970.00	277,305.00	276,640.00	275,975.00	275,310.00	274,645.00	273,980.00	273,315.00	272,650.00	271,985.00	271,320.00	271,320.00	
	1,893,718.65	1,889,209.79	1,884,700.93	1,880,192.07	1,875,683.21	1,871,174.35	1,866,665.49	1,862,156.63	1,857,647.77	1,853,138.91	1,848,630.05	1,844,121.19		
	4,508.86	4,508.86	4,508.86	4,508.86	4,508.86	4,508.86	4,508.86	4,508.86	4,508.86	4,508.86	4,508.86	4,508.86		54,106.32
SUB-TOTAL	1,889,209.79	1,884,700.93	1,880,192.07	1,875,683.21	1,871,174.35	1,866,665.49	1,862,156.63	1,857,647.77	1,853,138.91	1,848,630.05	1,844,121.19	1,839,612.33	1,839,612.33	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Amount	Amount
Artisan Homes-J#4105AC18WR-#290	33,600.00	33,520.00	33,440.00	33,360.00	33,280.00	33,200.00	33,120.00	33,040.00	32,960.00	32,880.00	32,800.00	32,720.00		
CURRENT MONTH LIABILITY	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00		960.00
MONTH ENDING BALANCE	33,520.00	33,440.00	33,360.00	33,280.00	33,200.00	33,120.00	33,040.00	32,960.00	32,880.00	32,800.00	32,720.00	32,640.00	32,640.00	
Forecast Homes-J#4104AC07WR-#291-(A)	105,000.00	104,750.00	104,500.00	104,250.00	104,000.00	103,750.00	103,500.00	103,250.00	103,000.00	102,750.00	102,500.00	102,250.00		
CURRENT MONTH LIABILITY	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00		3,000.00
MONTH ENDING BALANCE	104,750.00	104,500.00	104,250.00	104,000.00	103,750.00	103,500.00	103,250.00	103,000.00	102,750.00	102,500.00	102,250.00	102,000.00	102,000.00	
1st Trust of Onaga-J#4104AC13WR-#292	121,800.00	121,510.00	121,220.00	120,930.00	120,640.00	120,350.00	120,060.00	119,770.00	119,480.00	119,190.00	118,900.00	118,610.00		
CURRENT MONTH LIABILITY	290.00	290.00	290.00	290.00	290.00	290.00	290.00	290.00	290.00	290.00	290.00	290.00		3,480.00
MONTH ENDING BALANCE	121,510.00	121,220.00	120,930.00	120,640.00	120,350.00	120,060.00	119,770.00	119,480.00	119,190.00	118,900.00	118,610.00	118,320.00	118,320.00	
Pulte Homes-J#4105AC13-#293	219,956.03	219,432.32	218,908.61	218,384.90	217,861.19	217,337.48	216,813.77	216,290.06	215,766.35	215,242.64	214,718.93	214,195.22		
CURRENT MONTH LIABILITY	523.71	523.71	523.71	523.71	523.71	523.71	523.71	523.71	523.71	523.71	523.71	523.71		6,284.52
MONTH ENDING BALANCE	219,432.32	218,908.61	218,384.90	217,861.19	217,337.48	216,813.77	216,290.06	215,766.35	215,242.64	214,718.93	214,195.22	213,671.51	213,671.51	
Pulte Homes-J#4105AC39-#294	50,109.64	49,993.65	49,877.66	49,761.67	49,645.68	49,529.69	49,413.70	49,297.71	49,181.72	49,065.73	48,949.74	48,833.75		
CURRENT MONTH LIABILITY	115.99	115.99	115.99	115.99	115.99	115.99	115.99	115.99	115.99	115.99	115.99	115.99		1,391.88
MONTH ENDING BALANCE	49,993.65	49,877.66	49,761.67	49,645.68	49,529.69	49,413.70	49,297.71	49,181.72	49,065.73	48,949.74	48,833.75	48,717.76	48,717.76	
Artisan Homes-J#4105AC18-#295	70,625.19	70,461.70	70,298.21	70,134.72	69,971.23	69,807.74	69,644.25	69,480.76	69,317.27	69,153.78	68,990.29	68,826.80		
CURRENT MONTH LIABILITY	163.49	163.49	163.49	163.49	163.49	163.49	163.49	163.49	163.49	163.49	163.49	163.49		1,961.88
MONTH ENDING BALANCE	70,461.70	70,298.21	70,134.72	69,971.23	69,807.74	69,644.25	69,480.76	69,317.27	69,153.78	68,990.29	68,826.80	68,663.31	68,663.31	
Chamber of Commerce Complex-J#4105AC10-#296	93,828.91	93,611.71	93,394.51	93,177.31	92,960.11	92,742.91	92,525.71	92,308.51	92,091.31	91,874.11	91,656.91	91,439.71		
CURRENT MONTH LIABILITY	217.20	217.20	217.20	217.20	217.20	217.20	217.20	217.20	217.20	217.20	217.20	217.20		2,606.40
MONTH ENDING BALANCE	93,611.71	93,394.51	93,177.31	92,960.11	92,742.91	92,525.71	92,308.51	92,091.31	91,874.11	91,656.91	91,439.71	91,222.51	91,222.51	
Kirk Frizel-J#4105SF01-#297 (Buy-In #323 & #324)	1,592.88	1,589.19	1,585.50	1,581.81	1,578.12	1,574.43	1,570.74	1,567.05	1,563.36	1,559.67	1,555.98	1,552.29		
CURRENT MONTH LIABILITY	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69		44.28
MONTH ENDING BALANCE	1,589.19	1,585.50	1,581.81	1,578.12	1,574.43	1,570.74	1,567.05	1,563.36	1,559.67	1,555.98	1,552.29	1,548.60	1,548.60	
Andy Avery-J#4106SF01-#298 (Buy-In #323 & #324)	1,592.88	1,589.19	1,585.50	1,581.81	1,578.12	1,574.43	1,570.74	1,567.05	1,563.36	1,559.67	1,555.98	1,552.29		
CURRENT MONTH LIABILITY	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69		44.28
MONTH ENDING BALANCE	1,589.19	1,585.50	1,581.81	1,578.12	1,574.43	1,570.74	1,567.05	1,563.36	1,559.67	1,555.98	1,552.29	1,548.60	1,548.60	
Forecast Homes-J#4104AC16-#299	488,473.39	487,342.66	486,211.93	485,081.20	483,950.47	482,819.74	481,689.01	480,558.28	479,427.55	478,296.82	477,166.09	476,035.36		
CURRENT MONTH LIABILITY	1,130.73	1,130.73	1,130.73	1,130.73	1,130.73	1,130.73	1,130.73	1,130.73	1,130.73	1,130.73	1,130.73	1,130.73		13,568.76
MONTH ENDING BALANCE	487,342.66	486,211.93	485,081.20	483,950.47	482,819.74	481,689.01	480,558.28	479,427.55	478,296.82	477,166.09	476,035.36	474,904.63	474,904.63	
	1,186,578.92	1,183,800.42	1,181,021.92	1,178,243.42	1,175,464.92	1,172,686.42	1,169,907.92	1,167,129.42	1,164,350.92	1,161,572.42	1,158,793.92	1,156,015.42		
	2,778.50	2,778.50	2,778.50	2,778.50	2,778.50	2,778.50	2,778.50	2,778.50	2,778.50	2,778.50	2,778.50	2,778.50		33,342.00
SUB-TOTAL	1,183,800.42	1,181,021.92	1,178,243.42	1,175,464.92	1,172,686.42	1,169,907.92	1,167,129.42	1,164,350.92	1,161,572.42	1,158,793.92	1,156,015.42	1,153,236.92	1,153,236.92	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
Curtis Dev-J#4104AC22-#300	320,814.84	320,072.21	319,329.58	318,586.95	317,844.32	317,101.69	316,359.06	315,616.43	314,873.80	314,131.17	313,388.54	312,645.91		
CURRENT MONTH LIABILITY	742.63	742.63	742.63	742.63	742.63	742.63	742.63	742.63	742.63	742.63	742.63	742.63		8,911.56
MONTH ENDING BALANCE	320,072.21	319,329.58	318,586.95	317,844.32	317,101.69	316,359.06	315,616.43	314,873.80	314,131.17	313,388.54	312,645.91	311,903.28	311,903.28	
M-R Builders-J#4105AC38-#301	18,095.58	18,053.69	18,011.80	17,969.91	17,928.02	17,886.13	17,844.24	17,802.35	17,760.46	17,718.57	17,676.68	17,634.79		
CURRENT MONTH LIABILITY	41.89	41.89	41.89	41.89	41.89	41.89	41.89	41.89	41.89	41.89	41.89	41.89		502.68
MONTH ENDING BALANCE	18,053.69	18,011.80	17,969.91	17,928.02	17,886.13	17,844.24	17,802.35	17,760.46	17,718.57	17,676.68	17,634.79	17,592.90	17,592.90	
Doman-J#4106SF02-#302 (Buy-In #323 & #324)	1,592.88	1,589.19	1,585.50	1,581.81	1,578.12	1,574.43	1,570.74	1,567.05	1,563.36	1,559.67	1,555.98	1,552.29		
CURRENT MONTH LIABILITY	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69		44.28
MONTH ENDING BALANCE	1,589.19	1,585.50	1,581.81	1,578.12	1,574.43	1,570.74	1,567.05	1,563.36	1,559.67	1,555.98	1,552.29	1,548.60	1,548.60	
Ross-J#4106SF03-#303 (Buy-In #323 & #324)	1,592.88	1,589.19	1,585.50	1,581.81	1,578.12	1,574.43	1,570.74	1,567.05	1,563.36	1,559.67	1,555.98	1,552.29		
CURRENT MONTH LIABILITY	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69		44.28
MONTH ENDING BALANCE	1,589.19	1,585.50	1,581.81	1,578.12	1,574.43	1,570.74	1,567.05	1,563.36	1,559.67	1,555.98	1,552.29	1,548.60	1,548.60	
Forecast Homes-J#4104AC07-#304	468,593.99	467,509.28	466,424.57	465,339.86	464,255.15	463,170.44	462,085.73	461,001.02	459,916.31	458,831.60	457,746.89	456,662.18		
CURRENT MONTH LIABILITY	1,084.71	1,084.71	1,084.71	1,084.71	1,084.71	1,084.71	1,084.71	1,084.71	1,084.71	1,084.71	1,084.71	1,084.71		13,016.52
MONTH ENDING BALANCE	467,509.28	466,424.57	465,339.86	464,255.15	463,170.44	462,085.73	461,001.02	459,916.31	458,831.60	457,746.89	456,662.18	455,577.47	455,577.47	
Forecast Homes-J#4104AC07WR-#291-(B)	182,159.16	181,737.47	181,315.78	180,894.09	180,472.40	180,050.71	179,629.02	179,207.33	178,785.64	178,363.95	177,942.26	177,520.57		
CURRENT MONTH LIABILITY	421.69	421.69	421.69	421.69	421.69	421.69	421.69	421.69	421.69	421.69	421.69	421.69		5,060.28
MONTH ENDING BALANCE	181,737.47	181,315.78	180,894.09	180,472.40	180,050.71	179,629.02	179,207.33	178,785.64	178,363.95	177,942.26	177,520.57	177,098.88	177,098.88	
Joseph Nicholas-J#4105SF02-#305 (Buy-In #323)	27,889.14	27,824.58	27,760.02	27,695.46	27,630.90	27,566.34	27,501.78	27,437.22	27,372.66	27,308.10	27,243.54	27,178.98		
CURRENT MONTH LIABILITY	64.56	64.56	64.56	64.56	64.56	64.56	64.56	64.56	64.56	64.56	64.56	64.56		774.72
MONTH ENDING BALANCE	27,824.58	27,760.02	27,695.46	27,630.90	27,566.34	27,501.78	27,437.22	27,372.66	27,308.10	27,243.54	27,178.98	27,114.42	27,114.42	
Pacific Scene Homes-J#4105AC30WR-#306	182,249.82	181,827.94	181,406.06	180,984.18	180,562.30	180,140.42	179,718.54	179,296.66	178,874.78	178,452.90	178,031.02	177,609.14		
CURRENT MONTH LIABILITY	421.88	421.88	421.88	421.88	421.88	421.88	421.88	421.88	421.88	421.88	421.88	421.88		5,062.56
MONTH ENDING BALANCE	181,827.94	181,406.06	180,984.18	180,562.30	180,140.42	179,718.54	179,296.66	178,874.78	178,452.90	178,031.02	177,609.14	177,187.26	177,187.26	
Pulte Tr 17062 Backbone Ph3-J#4105AC37-#307	44,137.63	44,035.46	43,933.29	43,831.12	43,728.95	43,626.78	43,524.61	43,422.44	43,320.27	43,218.10	43,115.93	43,013.76		
CURRENT MONTH LIABILITY	102.17	102.17	102.17	102.17	102.17	102.17	102.17	102.17	102.17	102.17	102.17	102.17		1,226.04
MONTH ENDING BALANCE	44,035.46	43,933.29	43,831.12	43,728.95	43,626.78	43,524.61	43,422.44	43,320.27	43,218.10	43,115.93	43,013.76	42,911.59	42,911.59	
McGinnis-J#4106AC01-#308	27,945.82	27,881.13	27,816.44	27,751.75	27,687.06	27,622.37	27,557.68	27,492.99	27,428.30	27,363.61	27,298.92	27,234.23		
CURRENT MONTH LIABILITY	64.69	64.69	64.69	64.69	64.69	64.69	64.69	64.69	64.69	64.69	64.69	64.69		776.28
MONTH ENDING BALANCE	27,881.13	27,816.44	27,751.75	27,687.06	27,622.37	27,557.68	27,492.99	27,428.30	27,363.61	27,298.92	27,234.23	27,169.54	27,169.54	
	1,275,071.74	1,272,120.14	1,269,168.54	1,266,216.94	1,263,265.34	1,260,313.74	1,257,362.14	1,254,410.54	1,251,458.94	1,248,507.34	1,245,555.74	1,242,604.14		
	2,951.60	2,951.60	2,951.60	2,951.60	2,951.60	2,951.60	2,951.60	2,951.60	2,951.60	2,951.60	2,951.60	2,951.60		35,419.20
SUB-TOTAL	1,272,120.14	1,269,168.54	1,266,216.94	1,263,265.34	1,260,313.74	1,257,362.14	1,254,410.54	1,251,458.94	1,248,507.34	1,245,555.74	1,242,604.14	1,239,652.54	1,239,652.54	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Amount	Amount
M-R Builders-J#4106AC02-#309	23,101.44	23,047.96	22,994.48	22,941.00	22,887.52	22,834.04	22,780.56	22,727.08	22,673.60	22,620.12	22,566.64	22,513.16		
CURRENT MONTH LIABILITY	53.48	53.48	53.48	53.48	53.48	53.48	53.48	53.48	53.48	53.48	53.48	53.48		641.76
MONTH ENDING BALANCE	23,047.96	22,994.48	22,941.00	22,887.52	22,834.04	22,780.56	22,727.08	22,673.60	22,620.12	22,566.64	22,513.16	22,459.68		
Pulte Homes-Well36-J#4106AC09-#310	59,402.48	59,264.97	59,127.46	58,989.95	58,852.44	58,714.93	58,577.42	58,439.91	58,302.40	58,164.89	58,027.38	57,889.87		
CURRENT MONTH LIABILITY	137.51	137.51	137.51	137.51	137.51	137.51	137.51	137.51	137.51	137.51	137.51	137.51		1,650.12
MONTH ENDING BALANCE	59,264.97	59,127.46	58,989.95	58,852.44	58,714.93	58,577.42	58,439.91	58,302.40	58,164.89	58,027.38	57,889.87	57,752.36	57,752.36	
Moinet-J#4106SF04-#311	1,592.88	1,589.19	1,585.50	1,581.81	1,578.12	1,574.43	1,570.74	1,567.05	1,563.36	1,559.67	1,555.98	1,552.29		
CURRENT MONTH LIABILITY	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69	3.69		44.28
MONTH ENDING BALANCE	1,589.19	1,585.50	1,581.81	1,578.12	1,574.43	1,570.74	1,567.05	1,563.36	1,559.67	1,555.98	1,552.29	1,548.60	1,548.60	
McGinnis-J#4106AC01WR-#312	2,249.94	2,244.73	2,239.52	2,234.31	2,229.10	2,223.89	2,218.68	2,213.47	2,208.26	2,203.05	2,197.84	2,192.63		
CURRENT MONTH LIABILITY	5.21	5.21	5.21	5.21	5.21	5.21	5.21	5.21	5.21	5.21	5.21	5.21		62.52
MONTH ENDING BALANCE	2,244.73	2,239.52	2,234.31	2,229.10	2,223.89	2,218.68	2,213.47	2,208.26	2,203.05	2,197.84	2,192.63	2,187.42	2,187.42	
Pulte Homes-Tr 17186-J#4105AC27-#313	730,911.42	729,219.49	727,527.56	725,835.63	724,143.70	722,451.77	720,759.84	719,067.91	717,375.98	715,684.05	713,992.12	712,300.19		
CURRENT MONTH LIABILITY	1,691.93	1,691.93	1,691.93	1,691.93	1,691.93	1,691.93	1,691.93	1,691.93	1,691.93	1,691.93	1,691.93	1,691.93		20,303.16
MONTH ENDING BALANCE	729,219.49	727,527.56	725,835.63	724,143.70	722,451.77	720,759.84	719,067.91	717,375.98	715,684.05	713,992.12	712,300.19	710,608.26	710,608.26	
Curtis Development-J#4104AC22WR-#314	118,800.00	118,525.00	118,250.00	117,975.00	117,700.00	117,425.00	117,150.00	116,875.00	116,600.00	116,325.00	116,050.00	115,775.00		
CURRENT MONTH LIABILITY	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00		3,300.00
MONTH ENDING BALANCE	118,525.00	118,250.00	117,975.00	117,700.00	117,425.00	117,150.00	116,875.00	116,600.00	116,325.00	116,050.00	115,775.00	115,500.00	115,500.00	
Core Const-J#4106AC18WR-#315	37,800.00	37,712.50	37,625.00	37,537.50	37,450.00	37,362.50	37,275.00	37,187.50	37,100.00	37,012.50	36,925.00	36,837.50		
CURRENT MONTH LIABILITY	87.50	87.50	87.50	87.50	87.50	87.50	87.50	87.50	87.50	87.50	87.50	87.50		1,050.00
MONTH ENDING BALANCE	37,712.50	37,625.00	37,537.50	37,450.00	37,362.50	37,275.00	37,187.50	37,100.00	37,012.50	36,925.00	36,837.50	36,750.00	36,750.00	
Olmos-J#4106AC20-#316	11,467.51	11,440.96	11,414.41	11,387.86	11,361.31	11,334.76	11,308.21	11,281.66	11,255.11	11,228.56	11,202.01	11,175.46		
CURRENT MONTH LIABILITY	26.55	26.55	26.55	26.55	26.55	26.55	26.55	26.55	26.55	26.55	26.55	26.55		318.60
MONTH ENDING BALANCE	11,440.96	11,414.41	11,387.86	11,361.31	11,334.76	11,308.21	11,281.66	11,255.11	11,228.56	11,202.01	11,175.46	11,148.91	11,148.91	
Pulte-J#4105AC34-Tr 17062-#317	290,220.21	289,548.40	288,876.59	288,204.78	287,532.97	286,861.16	286,189.35	285,517.54	284,845.73	284,173.92	283,502.11	282,830.30		
CURRENT MONTH LIABILITY	671.81	671.81	671.81	671.81	671.81	671.81	671.81	671.81	671.81	671.81	671.81	671.81		8,061.72
MONTH ENDING BALANCE	289,548.40	288,876.59	288,204.78	287,532.97	286,861.16	286,189.35	285,517.54	284,845.73	284,173.92	283,502.11	282,830.30	282,158.49	282,158.49	
Pulte-J#4106AC05-Tr 17186-#318	178,413.05	178,000.06	177,587.07	177,174.08	176,761.09	176,348.10	175,935.11	175,522.12	175,109.13	174,696.14	174,283.15	173,870.16		
CURRENT MONTH LIABILITY	412.99	412.99	412.99	412.99	412.99	412.99	412.99	412.99	412.99	412.99	412.99	412.99		4,955.88
MONTH ENDING BALANCE	178,000.06	177,587.07	177,174.08	176,761.09	176,348.10	175,935.11	175,522.12	175,109.13	174,696.14	174,283.15	173,870.16	173,457.17	173,457.17	
	1,453,958.93	1,450,593.26	1,447,227.59	1,443,861.92	1,440,496.25	1,437,130.58	1,433,764.91	1,430,399.24	1,427,033.57	1,423,667.90	1,420,302.23	1,416,936.56		
	3,365.67	3,365.67	3,365.67	3,365.67	3,365.67	3,365.67	3,365.67	3,365.67	3,365.67	3,365.67	3,365.67	3,365.67		40,388.04
SUB-TOTAL	1,450,593.26	1,447,227.59	1,443,861.92	1,440,496.25	1,437,130.58	1,433,764.91	1,430,399.24	1,427,033.57	1,423,667.90	1,420,302.23	1,416,936.56	1,413,570.89	1,413,570.89	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Amount	Amount
Joseph Nicholas-J#4104AC26-#319	603,930.25	602,532.26	601,134.27	599,736.28	598,338.29	596,940.30	595,542.31	594,144.32	592,746.33	591,348.34	589,950.35	588,552.36		
CURRENT MONTH LIABILITY	1,397.99	1,397.99	1,397.99	1,397.99	1,397.99	1,397.99	1,397.99	1,397.99	1,397.99	1,397.99	1,397.99	1,397.99		
MONTH ENDING BALANCE	602,532.26	601,134.27	599,736.28	598,338.29	596,940.30	595,542.31	594,144.32	592,746.33	591,348.34	589,950.35	588,552.36	587,154.37	587,154.37	16,775.88
American Housing-J#4106AC13-#320	158,893.84	158,526.03	158,158.22	157,790.41	157,422.60	157,054.79	156,686.98	156,319.17	155,951.36	155,583.55	155,215.74	154,847.93		
CURRENT MONTH LIABILITY	367.81	367.81	367.81	367.81	367.81	367.81	367.81	367.81	367.81	367.81	367.81	367.81		
MONTH ENDING BALANCE	158,526.03	158,158.22	157,790.41	157,422.60	157,054.79	156,686.98	156,319.17	155,951.36	155,583.55	155,215.74	154,847.93	154,480.12	154,480.12	4,413.72
Forecast-J#4106AC19-#321	388,088.16	387,189.81	386,291.46	385,393.11	384,494.76	383,596.41	382,698.06	381,799.71	380,901.36	380,003.01	379,104.66	378,206.31		
CURRENT MONTH LIABILITY	898.35	898.35	898.35	898.35	898.35	898.35	898.35	898.35	898.35	898.35	898.35	898.35		
MONTH ENDING BALANCE	387,189.81	386,291.46	385,393.11	384,494.76	383,596.41	382,698.06	381,799.71	380,901.36	380,003.01	379,104.66	378,206.31	377,307.96	377,307.96	10,780.20
M.Stayer-Core Const-J#4106AC18-#322	116,490.75	116,221.09	115,951.43	115,681.77	115,412.11	115,142.45	114,872.79	114,603.13	114,333.47	114,063.81	113,794.15	113,524.49		
CURRENT MONTH LIABILITY	269.66	269.66	269.66	269.66	269.66	269.66	269.66	269.66	269.66	269.66	269.66	269.66		
MONTH ENDING BALANCE	116,221.09	115,951.43	115,681.77	115,412.11	115,142.45	114,872.79	114,603.13	114,333.47	114,063.81	113,794.15	113,524.49	113,254.83	113,254.83	3,235.92
K. Hovnanian-J#4103AC03-#323	673,835.40	672,275.64	670,715.80	669,155.96	667,596.12	666,036.28	664,476.44	662,916.60	661,356.76	659,796.92	658,237.08	656,677.24		
CURRENT MONTH LIABILITY	1,559.76	1,559.84	1,559.84	1,559.84	1,559.84	1,559.84	1,559.84	1,559.84	1,559.84	1,559.84	1,559.84	1,559.84		
MONTH ENDING BALANCE	672,275.64	670,715.80	669,155.96	667,596.12	666,036.28	664,476.44	662,916.60	661,356.76	659,796.92	658,237.08	656,677.24	655,117.40	655,117.40	18,718.00
K. Hovnanian-J#4104AC15-#324	575,864.90	574,631.58	573,298.25	571,964.92	570,631.59	569,298.26	567,964.93	566,631.60	565,298.27	563,964.94	562,631.61	561,298.28		
CURRENT MONTH LIABILITY	1,333.32	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33		
MONTH ENDING BALANCE	574,631.58	573,298.25	571,964.92	570,631.59	569,298.26	567,964.93	566,631.60	565,298.27	563,964.94	562,631.61	561,298.28	559,964.95	559,964.95	15,999.95
Pulte-J#4106AC10-#325	518,515.13	517,314.86	516,114.59	514,914.32	513,714.05	512,513.78	511,313.51	510,113.24	508,912.97	507,712.70	506,512.43	505,312.16		
CURRENT MONTH LIABILITY	1,200.27	1,200.27	1,200.27	1,200.27	1,200.27	1,200.27	1,200.27	1,200.27	1,200.27	1,200.27	1,200.27	1,200.27		
MONTH ENDING BALANCE	517,314.86	516,114.59	514,914.32	513,714.05	512,513.78	511,313.51	510,113.24	508,912.97	507,712.70	506,512.43	505,312.16	504,111.89	504,111.89	14,403.24
JR Market Place-J#4105AC03-#326	266,571.87	264,973.73	264,375.59	263,777.45	263,179.31	262,581.17	261,983.03	261,384.89	260,786.75	260,188.61	259,590.47	258,992.33		
CURRENT MONTH LIABILITY	598.14	598.14	598.14	598.14	598.14	598.14	598.14	598.14	598.14	598.14	598.14	598.14		
MONTH ENDING BALANCE	264,973.73	264,375.59	263,777.45	263,179.31	262,581.17	261,983.03	261,384.89	260,786.75	260,188.61	259,590.47	258,992.33	258,394.19	258,394.19	7,177.68
Cambridge-Tr 18343-J#4105AC22-#327	586,194.97	584,874.71	583,554.45	582,234.19	580,913.93	579,593.67	578,273.41	576,953.15	575,632.89	574,312.63	572,992.37	571,672.11		
CURRENT MONTH LIABILITY	1,320.26	1,320.26	1,320.26	1,320.26	1,320.26	1,320.26	1,320.26	1,320.26	1,320.26	1,320.26	1,320.26	1,320.26		
MONTH ENDING BALANCE	584,874.71	583,554.45	582,234.19	580,913.93	579,593.67	578,273.41	576,953.15	575,632.89	574,312.63	572,992.37	571,672.11	570,351.85	570,351.85	15,843.12
Tanamera-Tr 16059-J#4103AC02WR-#328	68,727.54	68,572.75	68,417.96	68,263.17	68,108.38	67,953.59	67,798.80	67,644.01	67,489.22	67,334.43	67,179.64	67,024.85		
CURRENT MONTH LIABILITY	154.79	154.79	154.79	154.79	154.79	154.79	154.79	154.79	154.79	154.79	154.79	154.79		
MONTH ENDING BALANCE	68,572.75	68,417.96	68,263.17	68,108.38	67,953.59	67,798.80	67,644.01	67,489.22	67,334.43	67,179.64	67,024.85	66,870.06	66,870.06	1,857.48
SUB-TOTAL	3,956,212.81	3,947,112.46	3,938,012.02	3,928,911.58	3,919,811.14	3,910,710.70	3,901,610.26	3,892,509.82	3,883,409.38	3,874,308.94	3,865,208.50	3,856,108.06		
	9,100.35	9,100.44	9,100.44	9,100.44	9,100.44	9,100.44	9,100.44	9,100.44	9,100.44	9,100.44	9,100.44	9,100.44		
	3,947,112.46	3,938,012.02	3,928,911.58	3,919,811.14	3,910,710.70	3,901,610.26	3,892,509.82	3,883,409.38	3,874,308.94	3,865,208.50	3,856,108.06	3,847,007.62	3,847,007.62	109,205.19

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
AV Cal LLC-J#4106AC29-#329	148,578.29	148,243.65	147,909.01	147,574.37	147,239.73	146,905.09	146,570.45	146,235.81	145,901.17	145,566.53	145,231.89	144,897.25		
CURRENT MONTH LIABILITY	334.64	334.64	334.64	334.64	334.64	334.64	334.64	334.64	334.64	334.64	334.64	334.64		4,015.68
MONTH ENDING BALANCE	148,243.65	147,909.01	147,574.37	147,239.73	146,905.09	146,570.45	146,235.81	145,901.17	145,566.53	145,231.89	144,897.25	144,562.61	144,562.61	
Pacific Scenes-J#4105AC30-#330	50,124.91	50,012.02	49,899.13	49,786.24	49,673.35	49,560.46	49,447.57	49,334.68	49,221.79	49,108.90	48,996.01	48,883.12		
CURRENT MONTH LIABILITY	112.89	112.89	112.89	112.89	112.89	112.89	112.89	112.89	112.89	112.89	112.89	112.89		1,354.68
MONTH ENDING BALANCE	50,012.02	49,899.13	49,786.24	49,673.35	49,560.46	49,447.57	49,334.68	49,221.79	49,108.90	48,996.01	48,883.12	48,770.23	48,770.23	
AV Plaza PhI-J#4106AC28-#331	670,308.97	668,799.26	667,289.55	665,779.84	664,270.13	662,760.42	661,250.71	659,741.00	658,231.29	656,721.58	655,211.87	653,702.16		
CURRENT MONTH LIABILITY	1,509.71	1,509.71	1,509.71	1,509.71	1,509.71	1,509.71	1,509.71	1,509.71	1,509.71	1,509.71	1,509.71	1,509.71		18,116.52
MONTH ENDING BALANCE	668,799.26	667,289.55	665,779.84	664,270.13	662,760.42	661,250.71	659,741.00	658,231.29	656,721.58	655,211.87	653,702.16	652,192.45	652,192.45	
Trans West-J#4107AC05-#332	150,784.48	150,444.87	150,105.26	149,765.65	149,426.04	149,086.43	148,746.82	148,407.21	148,067.60	147,727.99	147,388.38	147,048.77		
CURRENT MONTH LIABILITY	339.61	339.61	339.61	339.61	339.61	339.61	339.61	339.61	339.61	339.61	339.61	339.61		4,075.32
MONTH ENDING BALANCE	150,444.87	150,105.26	149,765.65	149,426.04	149,086.43	148,746.82	148,407.21	148,067.60	147,727.99	147,388.38	147,048.77	146,709.16	146,709.16	
Robin Pellissier-J#4107SF01-#333	1,689.76	1,685.95	1,682.14	1,678.33	1,674.52	1,670.71	1,666.90	1,663.09	1,659.28	1,655.47	1,651.66	1,647.85		
CURRENT MONTH LIABILITY	3.81	3.81	3.81	3.81	3.81	3.81	3.81	3.81	3.81	3.81	3.81	3.81		45.72
MONTH ENDING BALANCE	1,685.95	1,682.14	1,678.33	1,674.52	1,670.71	1,666.90	1,663.09	1,659.28	1,655.47	1,651.66	1,647.85	1,644.04	1,644.04	
AV Plaza Ph2-J#4107AC02-#334	485,109.40	485,014.56	483,919.72	482,824.88	481,730.04	480,635.20	479,540.36	478,445.52	477,350.68	476,255.84	475,161.00	474,066.16		
CURRENT MONTH LIABILITY	1,094.84	1,094.84	1,094.84	1,094.84	1,094.84	1,094.84	1,094.84	1,094.84	1,094.84	1,094.84	1,094.84	1,094.84		13,138.08
MONTH ENDING BALANCE	485,014.56	483,919.72	482,824.88	481,730.04	480,635.20	479,540.36	478,445.52	477,350.68	476,255.84	475,161.00	474,066.16	472,971.32	472,971.32	
JR Marketplace-J#4106AC25-#335	578,114.60	576,812.54	575,510.48	574,208.42	572,906.36	571,604.30	570,302.24	569,000.18	567,698.12	566,396.06	565,094.00	563,791.94		
CURRENT MONTH LIABILITY	1,302.06	1,302.06	1,302.06	1,302.06	1,302.06	1,302.06	1,302.06	1,302.06	1,302.06	1,302.06	1,302.06	1,302.06		15,624.72
MONTH ENDING BALANCE	576,812.54	575,510.48	574,208.42	572,906.36	571,604.30	570,302.24	569,000.18	567,698.12	566,396.06	565,094.00	563,791.94	562,489.88	562,489.88	
Well #36 Jess Ranch-J#4105AC31-#336	1,507,378.33	1,503,983.33	1,500,588.33	1,497,193.33	1,493,798.33	1,490,403.33	1,487,008.33	1,483,613.33	1,480,218.33	1,476,823.33	1,473,428.33	1,470,033.33		
CURRENT MONTH LIABILITY	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00		40,740.00
MONTH ENDING BALANCE	1,503,983.33	1,500,588.33	1,497,193.33	1,493,798.33	1,490,403.33	1,487,008.33	1,483,613.33	1,480,218.33	1,476,823.33	1,473,428.33	1,470,033.33	1,466,638.33	1,466,638.33	
Town Center Dr ME-J#4107AC04-#337	142,458.03	142,137.18	141,816.33	141,495.48	141,174.63	140,853.78	140,532.93	140,212.08	139,891.23	139,570.38	139,249.53	138,928.68		
CURRENT MONTH LIABILITY	320.85	320.85	320.85	320.85	320.85	320.85	320.85	320.85	320.85	320.85	320.85	320.85		3,850.20
MONTH ENDING BALANCE	142,137.18	141,816.33	141,495.48	141,174.63	140,853.78	140,532.93	140,212.08	139,891.23	139,570.38	139,249.53	138,928.68	138,607.83	138,607.83	
Well #32 Upgrade-J#4105AC07-#338	92,700.40	92,491.61	92,282.82	92,074.03	91,865.24	91,656.45	91,447.66	91,238.87	91,030.08	90,821.29	90,612.50	90,403.71		
CURRENT MONTH LIABILITY	208.79	208.79	208.79	208.79	208.79	208.79	208.79	208.79	208.79	208.79	208.79	208.79		2,505.48
MONTH ENDING BALANCE	92,491.61	92,282.82	92,074.03	91,865.24	91,656.45	91,447.66	91,238.87	91,030.08	90,821.29	90,612.50	90,403.71	90,194.92	90,194.92	
	3,828,247.17	3,819,624.97	3,811,002.77	3,802,380.57	3,793,758.37	3,785,136.17	3,776,513.97	3,767,891.77	3,759,269.57	3,750,647.37	3,742,025.17	3,733,402.97		
	8,622.20	8,622.20	8,622.20	8,622.20	8,622.20	8,622.20	8,622.20	8,622.20	8,622.20	8,622.20	8,622.20	8,622.20		103,466.40
SUB-TOTAL	3,819,624.97	3,811,002.77	3,802,380.57	3,793,758.37	3,785,136.17	3,776,513.97	3,767,891.77	3,759,269.57	3,750,647.37	3,742,025.17	3,733,402.97	3,724,780.77	3,724,780.77	

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CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount
Grill Const-J#4107AC01-#339	68,378.15	68,224.14	68,070.13	67,916.12	67,762.11	67,608.10	67,454.09	67,300.08	67,146.07	66,992.06	66,838.05	66,684.04		
CURRENT MONTH LIABILITY	154.01	154.01	154.01	154.01	154.01	154.01	154.01	154.01	154.01	154.01	154.01	154.01		1,848.12
MONTH ENDING BALANCE	68,224.14	68,070.13	67,916.12	67,762.11	67,608.10	67,454.09	67,300.08	67,146.07	66,992.06	66,838.05	66,684.04	66,530.03	66,530.03	
Mockingbird Tank-J#4105AC32-#340	1,327,855.33	1,324,864.68	1,321,874.01	1,318,883.34	1,315,892.67	1,312,902.00	1,309,911.33	1,306,920.66	1,303,929.99	1,300,939.32	1,297,948.65	1,294,957.98		
CURRENT MONTH LIABILITY	2,990.65	2,990.67	2,990.67	2,990.67	2,990.67	2,990.67	2,990.67	2,990.67	2,990.67	2,990.67	2,990.67	2,990.67		35,888.02
MONTH ENDING BALANCE	1,324,864.68	1,321,874.01	1,318,883.34	1,315,892.67	1,312,902.00	1,309,911.33	1,306,920.66	1,303,929.99	1,300,939.32	1,297,948.65	1,294,957.98	1,291,967.31	1,291,967.31	
Derrick Sandwick-J#4107AC11-#341	41,701.01	41,607.09	41,513.17	41,419.25	41,325.33	41,231.41	41,137.49	41,043.57	40,949.65	40,855.73	40,761.81	40,667.89		
CURRENT MONTH LIABILITY	93.92	93.92	93.92	93.92	93.92	93.92	93.92	93.92	93.92	93.92	93.92	93.92		1,127.04
MONTH ENDING BALANCE	41,607.09	41,513.17	41,419.25	41,325.33	41,231.41	41,137.49	41,043.57	40,949.65	40,855.73	40,761.81	40,667.89	40,573.97	40,573.97	
Cambridge Homes-J#4105AC22WR-#342	61,860.67	61,721.34	61,582.01	61,442.68	61,303.35	61,164.02	61,024.69	60,885.36	60,746.03	60,606.70	60,467.37	60,328.04		
CURRENT MONTH LIABILITY	139.33	139.33	139.33	139.33	139.33	139.33	139.33	139.33	139.33	139.33	139.33	139.33		1,671.96
MONTH ENDING BALANCE	61,721.34	61,582.01	61,442.68	61,303.35	61,164.02	61,024.69	60,885.36	60,746.03	60,606.70	60,467.37	60,328.04	60,188.71	60,188.71	
American Housing-J#4106AC13WR-#343	33,300.00	33,225.00	33,150.00	33,075.00	33,000.00	32,925.00	32,850.00	32,775.00	32,700.00	32,625.00	32,550.00	32,475.00		
CURRENT MONTH LIABILITY	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00		900.00
MONTH ENDING BALANCE	33,225.00	33,150.00	33,075.00	33,000.00	32,925.00	32,850.00	32,775.00	32,700.00	32,625.00	32,550.00	32,475.00	32,400.00	32,400.00	
Corman Leigh-J#4106AC26WR-#344	24,975.00	24,918.75	24,862.50	24,806.25	24,750.00	24,693.75	24,637.50	24,581.25	24,525.00	24,468.75	24,412.50	24,356.25		
CURRENT MONTH LIABILITY	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25		675.00
MONTH ENDING BALANCE	24,918.75	24,862.50	24,806.25	24,750.00	24,693.75	24,637.50	24,581.25	24,525.00	24,468.75	24,412.50	24,356.25	24,300.00	24,300.00	
Target-J#4106AC30W07-#345	27,750.00	27,687.50	27,625.00	27,562.50	27,500.00	27,437.50	27,375.00	27,312.50	27,250.00	27,187.50	27,125.00	27,062.50		
CURRENT MONTH LIABILITY	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50		750.00
MONTH ENDING BALANCE	27,687.50	27,625.00	27,562.50	27,500.00	27,437.50	27,375.00	27,312.50	27,250.00	27,187.50	27,125.00	27,062.50	27,000.00	27,000.00	
Sonlife/Krishma-J#4106AC11-#346	146,220.15	145,890.83	145,561.51	145,232.19	144,902.87	144,573.55	144,244.23	143,914.91	143,585.59	143,256.27	142,926.95	142,597.63		
CURRENT MONTH LIABILITY	329.32	329.32	329.32	329.32	329.32	329.32	329.32	329.32	329.32	329.32	329.32	329.32		3,951.84
MONTH ENDING BALANCE	145,890.83	145,561.51	145,232.19	144,902.87	144,573.55	144,244.23	143,914.91	143,585.59	143,256.27	142,926.95	142,597.63	142,268.31	142,268.31	
AV Plaza Ph3-J#4107AC03-#347	461,926.22	460,885.84	459,845.46	458,805.08	457,764.70	456,724.32	455,683.94	454,643.56	453,603.18	452,562.80	451,522.42	450,482.04		
CURRENT MONTH LIABILITY	1,040.38	1,040.38	1,040.38	1,040.38	1,040.38	1,040.38	1,040.38	1,040.38	1,040.38	1,040.38	1,040.38	1,040.38		12,484.56
MONTH ENDING BALANCE	460,885.84	459,845.46	458,805.08	457,764.70	456,724.32	455,683.94	454,643.56	453,603.18	452,562.80	451,522.42	450,482.04	449,441.66	449,441.66	
Kasson Booster-J#4106AC12-#348	336,899.63	336,140.85	335,382.07	334,623.29	333,864.51	333,105.73	332,346.95	331,588.17	330,829.39	330,070.61	329,311.83	328,553.05		
CURRENT MONTH LIABILITY	758.78	758.78	758.78	758.78	758.78	758.78	758.78	758.78	758.78	758.78	758.78	758.78		9,105.36
MONTH ENDING BALANCE	336,140.85	335,382.07	334,623.29	333,864.51	333,105.73	332,346.95	331,588.17	330,829.39	330,070.61	329,311.83	328,553.05	327,794.27	327,794.27	
	2,530,866.16	2,525,166.02	2,519,465.86	2,513,765.70	2,508,065.54	2,502,365.38	2,496,665.22	2,490,965.06	2,485,264.90	2,479,564.74	2,473,864.58	2,468,164.42		
	5,700.14	5,700.16	5,700.16	5,700.16	5,700.16	5,700.16	5,700.16	5,700.16	5,700.16	5,700.16	5,700.16	5,700.16		68,401.90
SUB-TOTAL	2,525,166.02	2,519,465.86	2,513,765.70	2,508,065.54	2,502,365.38	2,496,665.22	2,490,965.06	2,485,264.90	2,479,564.74	2,473,864.58	2,468,164.42	2,462,464.26	2,462,464.26	

APPLE VALLEY RANCHOS WATER CO.
ADVANCES FOR CONSTRUCTION-CONTRACTS
OCTOBER, 2010

ADVANCES FOR CONSTRUCTION CONTRACTS OCTOBER, 2010													Long-Term	Current
CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term Amount	Current Amount
Stoddard Booster Gen-#4106AC32-#349	95,534.74	95,319.60	95,104.46	94,889.32	94,674.18	94,459.04	94,243.90	94,028.76	93,813.62	93,598.48	93,383.34	93,168.20	92,953.06	2,581.68
CURRENT MONTH LIABILITY	215.14	215.14	215.14	215.14	215.14	215.14	215.14	215.14	215.14	215.14	215.14	215.14		
MONTH ENDING BALANCE	95,319.60	95,104.46	94,889.32	94,674.18	94,459.04	94,243.90	94,028.76	93,813.62	93,598.48	93,383.34	93,168.20	92,953.06		
AV Commons-#4106AC30-#350	1,070,570.96	1,068,159.81	1,065,748.61	1,063,337.41	1,060,926.21	1,058,515.01	1,056,103.81	1,053,692.61	1,051,281.41	1,048,870.21	1,046,459.01	1,044,047.81	1,041,636.61	28,934.35
CURRENT MONTH LIABILITY	2,411.15	2,411.20	2,411.20	2,411.20	2,411.20	2,411.20	2,411.20	2,411.20	2,411.20	2,411.20	2,411.20	2,411.20		
MONTH ENDING BALANCE	1,068,159.81	1,065,748.61	1,063,337.41	1,060,926.21	1,058,515.01	1,056,103.81	1,053,692.61	1,051,281.41	1,048,870.21	1,046,459.01	1,044,047.81	1,041,636.61		
AV Commons-#4106AC30-#351	1,547.07	1,543.54	1,540.06	1,536.58	1,533.10	1,529.62	1,526.14	1,522.66	1,519.18	1,515.70	1,512.22	1,508.74	1,505.26	41.81
CURRENT MONTH LIABILITY	3.53	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48		
MONTH ENDING BALANCE	1,543.54	1,540.06	1,536.58	1,533.10	1,529.62	1,526.14	1,522.66	1,519.18	1,515.70	1,512.22	1,508.74	1,505.26		
Lewia-#4106AC30W07-#352	299,700.00	299,025.00	298,350.00	297,675.00	297,000.00	296,325.00	295,650.00	294,975.00	294,300.00	293,625.00	292,950.00	292,275.00	291,600.00	8,100.00
CURRENT MONTH LIABILITY	675.00	675.00	675.00	675.00	675.00	675.00	675.00	675.00	675.00	675.00	675.00	675.00		
MONTH ENDING BALANCE	299,025.00	298,350.00	297,675.00	297,000.00	296,325.00	295,650.00	294,975.00	294,300.00	293,625.00	292,950.00	292,275.00	291,600.00		
Lowes-#4106AC30W07-#353	30,525.00	30,456.25	30,387.50	30,318.75	30,250.00	30,181.25	30,112.50	30,043.75	29,975.00	29,906.25	29,837.50	29,768.75	29,700.00	825.00
CURRENT MONTH LIABILITY	68.75	68.75	68.75	68.75	68.75	68.75	68.75	68.75	68.75	68.75	68.75	68.75		
MONTH ENDING BALANCE	30,456.25	30,387.50	30,318.75	30,250.00	30,181.25	30,112.50	30,043.75	29,975.00	29,906.25	29,837.50	29,768.75	29,700.00		
Apple-Bear Partners-#4107AC07-#354	64,272.15	64,131.19	63,990.23	63,849.27	63,708.31	63,567.35	63,426.39	63,285.43	63,144.47	63,003.51	62,862.55	62,721.59	62,580.63	1,691.52
CURRENT MONTH LIABILITY	140.96	140.96	140.96	140.96	140.96	140.96	140.96	140.96	140.96	140.96	140.96	140.96		
MONTH ENDING BALANCE	64,131.19	63,990.23	63,849.27	63,708.31	63,567.35	63,426.39	63,285.43	63,144.47	63,003.51	62,862.55	62,721.59	62,580.63		
David Faylor-3aft water-#4105AC22W07-#355	7,717.42	7,700.50	7,683.58	7,666.66	7,649.74	7,632.82	7,615.90	7,598.98	7,582.06	7,565.14	7,548.22	7,531.30	7,514.38	203.04
CURRENT MONTH LIABILITY	16.92	16.92	16.92	16.92	16.92	16.92	16.92	16.92	16.92	16.92	16.92	16.92		
MONTH ENDING BALANCE	7,700.50	7,683.58	7,666.66	7,649.74	7,632.82	7,615.90	7,598.98	7,582.06	7,565.14	7,548.22	7,531.30	7,514.38		
Corman Leigh 163 5/8 equiv-#4106AC26-#356	542,819.64	541,629.25	540,438.86	539,248.47	538,058.08	536,867.69	535,677.30	534,486.91	533,296.52	532,106.13	530,915.74	529,725.35	528,534.96	14,284.68
CURRENT MONTH LIABILITY	1,190.39	1,190.39	1,190.39	1,190.39	1,190.39	1,190.39	1,190.39	1,190.39	1,190.39	1,190.39	1,190.39	1,190.39		
MONTH ENDING BALANCE	541,629.25	540,438.86	539,248.47	538,058.08	536,867.69	535,677.30	534,486.91	533,296.52	532,106.13	530,915.74	529,725.35	528,534.96		
Grover-#4107AC13-#357	45,450.73	45,351.06	45,251.39	45,151.72	45,052.05	44,952.38	44,852.71	44,753.04	44,653.37	44,553.70	44,454.03	44,354.36	44,254.69	1,196.04
CURRENT MONTH LIABILITY	99.67	99.67	99.67	99.67	99.67	99.67	99.67	99.67	99.67	99.67	99.67	99.67		
MONTH ENDING BALANCE	45,351.06	45,251.39	45,151.72	45,052.05	44,952.38	44,852.71	44,753.04	44,653.37	44,553.70	44,454.03	44,354.36	44,254.69		
Defazio/Douglas-#4106AC23-#358	49,339.84	49,232.28	49,124.08	49,015.88	48,907.68	48,799.48	48,691.28	48,583.08	48,474.88	48,366.68	48,258.48	48,150.28	48,042.08	1,297.76
CURRENT MONTH LIABILITY	107.56	108.20	108.20	108.20	108.20	108.20	108.20	108.20	108.20	108.20	108.20	108.20		
MONTH ENDING BALANCE	49,232.28	49,124.08	49,015.88	48,907.68	48,799.48	48,691.28	48,583.08	48,474.88	48,366.68	48,258.48	48,150.28	48,042.08		
Malcolm/Riley-#4107AC16-#359	535,007.87	533,834.61	532,661.35	531,488.09	530,314.83	529,141.57	527,968.31	526,795.05	525,621.79	524,448.53	523,275.27	522,102.01	520,928.75	14,079.12
CURRENT MONTH LIABILITY	1,173.26	1,173.26	1,173.26	1,173.26	1,173.26	1,173.26	1,173.26	1,173.26	1,173.26	1,173.26	1,173.26	1,173.26		
MONTH ENDING BALANCE	533,834.61	532,661.35	531,488.09	530,314.83	529,141.57	527,968.31	526,795.05	525,621.79	524,448.53	523,275.27	522,102.01	520,928.75		
Sonic Burger-#4108AC05-#360	38,025.00	37,943.75	37,862.50	37,781.25	37,700.00	37,618.75	37,537.50	37,456.25	37,375.00	37,293.75	37,212.50	37,131.25	37,050.00	975.00
CURRENT MONTH LIABILITY	81.25	81.25	81.25	81.25	81.25	81.25	81.25	81.25	81.25	81.25	81.25	81.25		
MONTH ENDING BALANCE	37,943.75	37,862.50	37,781.25	37,700.00	37,618.75	37,537.50	37,456.25	37,375.00	37,293.75	37,212.50	37,131.25	37,050.00		
Walgreens Hwy 18-#4109AC01-#361	66,084.53	65,943.26	65,802.06	65,660.86	65,519.66	65,378.46	65,237.26	65,096.06	64,954.86	64,813.66	64,672.46	64,531.26	64,390.06	1,694.47
CURRENT MONTH LIABILITY	141.27	141.20	141.20	141.20	141.20	141.20	141.20	141.20	141.20	141.20	141.20	141.20		
MONTH ENDING BALANCE	65,943.26	65,802.06	65,660.86	65,519.66	65,378.46	65,237.26	65,096.06	64,954.86	64,813.66	64,672.46	64,531.26	64,390.06		
AV Animal Shelter-#4108AC04-#362	145,616.59	145,305.48	144,994.33	144,683.18	144,372.03	144,060.88	143,749.73	143,438.58	143,127.43	142,816.28	142,505.13	142,193.98	141,882.83	3,733.76
CURRENT MONTH LIABILITY	311.11	311.15	311.15	311.15	311.15	311.15	311.15	311.15	311.15	311.15	311.15	311.15		
MONTH ENDING BALANCE	145,305.48	144,994.33	144,683.18	144,372.03	144,060.88	143,749.73	143,438.58	143,127.43	142,816.28	142,505.13	142,193.98	141,882.83		
SUB-TOTAL	2,992,211.54	2,985,575.58	2,978,939.01	2,972,302.44	2,965,665.87	2,959,029.30	2,952,392.73	2,945,756.16	2,939,119.59	2,932,483.02	2,925,846.45	2,919,209.88	2,706,300.42	79,638.23
TOTAL 25201-41 G/L ACCT	6,635.96	6,636.57	6,636.57	6,636.57	6,636.57	6,636.57	6,636.57	6,636.57	6,636.57	6,636.57	6,636.57	6,636.57		
TOTAL CURRENT MONTH LIAB.	2,985,575.58	2,978,939.01	2,971,958.40	2,965,665.87	2,959,029.30	2,952,392.73	2,945,756.16	2,939,119.59	2,932,483.02	2,925,846.45	2,919,209.88	2,912,573.31		
BALANCE 4100.4651+4100.4652	30,888,932.41	30,811,351.07	30,733,776.66	30,656,202.25	30,578,627.84	30,501,053.43	30,423,479.02	30,345,904.61	30,268,330.20	30,190,755.79	30,113,181.38	30,035,606.97	29,958,032.56	29,751,759.67
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BALAN	11 + 4100.4452	77,581.34	155,155.75	232,730.16	310,304.57	387,878.98	39	543,027.80	620,602.21	698,176.62	775,751.03	853,325.44	930,899.85	

Contract #4105AC32) advance increased by \$369.00 to correct Dec 07 closing error. 2007 refund adjusted by \$9.22 in Jan 08.

APPLE VALLEY RANCHOS WATER CO.
ADVANCES FOR CONSTRUCTION-CONTRACTS
OCTOBER, 2010

CUSTOMER'S NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Long-Term	Current
													Long-Term Amount	Current Amount

Jan-08--Contract #341 (J#4107AC11) advance increased by \$39.73 to correct Dec 07 closing error. 2007 refund not adjusted.

Aug-08--Contract #341 (J#4107AC11) voided Jan-08 entry for \$39.73 and expensed burdens. Amount missed on orig closing and not included in contract amount. Not invoiced to contractholder.

Contract #349 (J#4106AC32) advance decreased by \$474.47 to correct Dec 07 closing error. 2007 refund not adjusted.

Aug-08 -- Annual Advance Refund Check #22808 for Tanamera Advance Contract #'s 287 & 328 voided. Tanamera filed insolvency in late 2007. Need information on formal ownership of contracts before payment can be rendered. Total Amount \$2277.50

Oct 08 Correct J#349 refund for \$11.86

~~Contract 352 & 353: May & June refund not picked up~~ in total posted. Corrected in October \$315.76 (140.96x2 +16.92x2)

**Open Projects Funded by Others-Comparison of Deposits & Expenditures
as of November 2010 (month ending)**

Business Unit	Funding Type	Other 6	November Charges for Jobs 2010	November Deposits 2010	November Variance 2010	November CREDITS 2010	November DEBIT 2010
Park Water Co. - Central Basin							
11040172 - SantaAna Fwy Widening _Contrib	CP		20,155.08		20,155.08	0.00	20,155.08
1107CP04 - Well 9-D Treatment Plant	CP		305,375.02		305,375.02	0.00	305,375.02
1109CP03 - Well Fluoridation Facilities	CP		254,527.84	(248,490.49)	6,037.35	0.00	6,037.35
1110CP02 - 6" F.H. @ 1770 118th St	CP		0.00	0.00	0.00	0.00	0.00
1110CP04 - Development @ 15810 Frailey	CP		34,803.47	(38,200.00)	(3,396.53)	(3,396.53)	0.00
1110CP05 - M.L.K. Development	CP		1,136.44	(115,875.00)	(114,738.56)	(114,738.56)	0.00
1110CP06 - Development @ 15305 Atlantic	CP		379.03	(42,250.00)	(41,870.97)	(41,870.97)	0.00
1110CP08 - SantaAna Fwy Widening _Phase 2	CP		1,243.04		1,243.04	0.00	1,243.04
1110CP09 - 4" Fire Svc @ 15305 Atlantic	CP			(17,115.00)	(17,115.00)	(17,115.00)	0.00
Total CP			617,619.92	(461,930.49)	155,689.43	(177,121.06)	332,810.49
1101RE01 - LA Cnty Lib Retrofit	RE		0.00		0.00	0.00	0.00
1101RE02 - Foster Road Relocation	RE		7.50		7.50	0.00	7.50
1101RE08 - Damaged 3" Hydrant Meter	RE		0.00		0.00	0.00	0.00
1101RE09 - Sheared Hyd Pioneer Excelsior	RE		0.00		0.00	0.00	0.00
1102RE03 - (Closed) Saddleback Meter	RE		0.00		0.00	0.00	0.00
1102RE04 - Atlantic Project	RE		0.00		0.00	0.00	0.00
1103RE05 - 36" Casing UPRR R/W (CBMWD)	RE		0.00		0.00	0.00	0.00
1103RE06 - 36" Casing UPRR R/W (CBMWD)	RE		0.00		0.00	0.00	0.00
1104RE07 - Damaged 4" Main Line	RE		0.00		0.00	0.00	0.00
1105RE04 - Damaged 8"Main @ 12631 Compton	RE		0.00		0.00	0.00	0.00
1106RE01 - Sheared Hyd @ 10656 Rosecrans	RE		0.00		0.00	0.00	0.00
1106RE02 - Broken 8"Main @ 13108 Halcourt	RE		0.00		0.00	0.00	0.00
1106RE03 - Broken 8"Main@ 10950 Firestone	RE		0.00		0.00	0.00	0.00
1106RE05 - Damaged 2"Svc @12541 Rosecrans	RE		0.00		0.00	0.00	0.00
1106RE09 - 3" Hyd Meter @ 15116 Gibson	RE		0.00		0.00	0.00	0.00
1106RE10 - Abandon Services in Lynwood	RE		0.00		0.00	0.00	0.00
1107RE04 - 6" Main @ 1800 Blk Wilmington	RE		0.00		0.00	0.00	0.00
1110RE01 - Delinquent Bill @ 513 Clymar	RE		57.83		57.83	0.00	57.83
1110RE02 - Sheared FH @ 2643 Caldwell	RE		0.00		0.00	0.00	0.00

Open Projects Funded by Others Comparison of Deposits & Expenditures
as of November J (month ending)

Business Unit	Funding Type	Other 6	November Charges for Jobs 2010	November Deposits 2010	November Variance 2010	November CREDITS 2010	November DEBIT 2010
1110RE03 - Sheared FH @ Maidstone/Alondra	RE		0.00		0.00	0.00	0.00
1110RE04 - Sheared FH @ 10968 Rosecrans	RE		0.00		0.00	0.00	0.00
1110RE05 - Sheraed FH @ 10400 Rosecrans	RE		0.00		0.00	0.00	0.00
Total RE			65.33		65.33	0.00	65.33
Total Park Water Co. - Central Basin			617,685.25	(461,930.49)	155,754.76	(177,121.06)	332,875.82
Mountain Water Co - Missoula							
3105A017 - Canyon River Well	AC		154,442.88	(150,762.65)	3,680.23	0.00	3,680.23
3106A025 - Linnea Lane - Phase 2	AC		1,721.62		1,721.62	0.00	1,721.62
3107A002 - Mill Site Subdivision	AC		3,561.59		3,561.59	0.00	3,561.59
3107A005 - Wratlslaw Addn-Short St	AC		2,019.70	(2,019.70)	0.00	0.00	0.00
3107A011 - Magenta Meadows	AC		927.56		927.56	0.00	927.56
3107A016 - Twite/Maloney system	AC		33,042.15		33,042.15	0.00	33,042.15
3108A006 - Canyon River Ph 3-5	AC		944.25		944.25	0.00	944.25
3108A010 - Rattlesnake 1A main ext	AC		3,202.93		3,202.93	0.00	3,202.93
3109A002 - Chicasaw Place	AC			0.00	0.00	0.00	0.00
3109A004 - The Orchard Ph 2	AC			(9,120.16)	(9,120.16)	(9,120.16)	0.00
3110A003 - The Hub on Expressway	AC		66,740.77	(93,893.00)	(27,152.23)	(27,152.23)	0.00
3110A004 - Silvertip Apartments	AC		265.35	(12,377.75)	(12,112.40)	(12,112.40)	0.00
3110A005 - Grover's 39th St main ext	AC		41,456.44	(35,575.57)	5,880.87	0.00	5,880.87
3110A006 - E Msla Addn-Iowa St	AC		9,303.14	(9,550.00)	(246.86)	(246.86)	0.00
3110A007 - Eaton St Townhomes	AC		118.83		118.83	0.00	118.83
3110A008 - Wilson Heights Apts-39th St	AC		124.63		124.63	0.00	124.63
Total AC			317,871.84	(313,298.83)	4,573.01	(48,631.65)	53,204.66
3110CP01 - CP-Garfield/2nd main & ARV	CP	11/30/2010	0.00	0.00	0.00	0.00	0.00
Total CP			0.00	0.00	0.00	0.00	0.00
31090040 - Repl River/Inez/1st/2nd mains	MF		374,667.97	(310,748.15)	63,919.82	0.00	63,919.82
31090041 - Repl Livingston Ave-Thames/Park	MF		98,758.50	(83,738.06)	15,020.44	0.00	15,020.44
31090042 - Repl Fairview Ave main	MF		144,561.93	(126,500.71)	18,061.22	0.00	18,061.22
31090043 - Repl Mary Avenue main	MF		146,410.57	(125,002.22)	21,408.35	0.00	21,408.35
31090044 - Repl Cooper & Sherwood mains	MF		124,643.07	(104,010.86)	20,632.21	0.00	20,632.21

**Open Projects Funded by Others-Comparison of Deposits & Expenditures
as of November 2010 (month ending)**

Business Unit	Funding Type	Other 6	November Charges for Jobs 2010	November Deposits 2010	November Variance 2010	November CREDITS 2010	November DEBIT 2010
3109PS05 - PS-CFTwite/MaloneyWRMitigation	MF		59,110.94	(50,000.00)	9,110.94	0.00	9,110.94
3109PS06 - PS-Twite/MaloneyWRMitigation	MF		92,312.69	(93,500.00)	(1,187.31)	(1,187.31)	0.00
	Total MF		1,040,465.67	(893,500.00)	146,965.67	(1,187.31)	148,152.98
3103RE03 - Reimb-HighPark-Lower main	RE		0.00		0.00	0.00	0.00
3103RE04 - RE-Repair12"main hit@Silvertip	RE		0.00		0.00	0.00	0.00
3103RE09 - RE-FH 1131 hit by car-Expressw	RE		0.00		0.00	0.00	0.00
3105RE03 - RE-Sewer cross contamination	RE		0.00		0.00	0.00	0.00
3105RE08 - RE-Repl damaged Meter	RE		0.00		0.00	0.00	0.00
3106RE07 - RE-ArsenicSampling-MilltwnDam	RE		20,614.53		20,614.53	0.00	20,614.53
	Total RE		20,614.53		20,614.53	0.00	20,614.53
Total Mountain Water Co - Missoula			1,378,952.04	(1,206,798.83)	172,153.21	(49,818.96)	221,972.17
Apple Valley Ranchos Water Co.							
4104AC17 - Tanamera 16059 3-5 Cancel	AC	11/30/2010	0.00		0.00	0.00	0.00
4105AC23 - Ion Communities N/AV Rd 16979	AC		9,798.05	(20,000.00)	(10,201.95)	(10,201.95)	0.00
4105AC32 - AC Mockingbird Tank JessRanch	AC	11/30/2010	0.00	0.00	0.00	0.00	0.00
4106AC03 - Cancelled	AC	11/30/2010	0.00		0.00	0.00	0.00
4106AC26 - Corman Leigh Skyhaven TR17093	AC		0.00	0.00	0.00	0.00	0.00
4106AC27 - ME Happy Trails Villas Kiowa	AC		24,113.85	(151,534.07)	(127,420.22)	(127,420.22)	0.00
4106AC31 - ME Tract 17247 Ocotilla Road	AC		73,927.89	(73,927.89)	0.00	0.00	0.00
4106AC32 - Stoddard Bstr Pump Generator	AC	11/30/2010	0.40	0.00	0.40	0.00	0.40
4108AC01 - AC Apple Valley County HS	AC	10/31/2010	1,577.75	(1,000.00)	577.75	0.00	577.75
4108AC03 - AC America's Tire/ Halle Prop	AC		0.00	0.00	0.00	0.00	0.00
4109AC02 - AC First Industrial Rlty Ph1A	AC	10/31/2010	0.00	0.00	0.00	0.00	0.00
4109AC03 - AC Applewood Townhomes Ph1 & 2	AC	10/31/2010	0.00	0.00	0.00	0.00	0.00
4109AC04 - AC Salvador Ortiz Powhatan	AC	10/31/2010	1,221.12	(1,000.00)	221.12	0.00	221.12
4109AC05 - AC MWA Headquarter Facility	AC		36,959.90	(55,875.82)	(18,915.92)	(18,915.92)	0.00
4109AC06 - AC Apple Valley Townhouses	AC		956.28	(42,967.43)	(42,011.15)	(42,011.15)	0.00
4110AC01 - AC Town of AV Public Works Fac	AC		967.12	(1,000.00)	(32.88)	(32.88)	0.00
4110AC02 - AC VVCCD Safety Training Cente	AC		1,504.55	(1,000.00)	504.55	0.00	504.55
4110AC03 - AC AV Apartments	AC		273.71		273.71	0.00	273.7

**Open Projects Funded by Others
as of November 30, 2010**

Business Unit	Funding Type	Other 6	November Charges for Jobs 2010	November Deposits 2010	November Variance 2010	November CREDITS 2010	November DEBIT 2010
4106AC30W07 - AV Commons-2007 Water	AC			0.00	0.00	0.00	0.00
	Total AC		151,300.62	(348,305.21)	(197,004.59)	(198,582.12)	1,577.53
4106CP01 - CP I&C Mamo Medical Building	CP	11/30/2010	11.03	0.00	11.03	0.00	11.03
4107CP03 - CP Sonlife Church	CP		0.00	0.00	0.00	0.00	0.00
4107CP04 - CP Happy Trails Villas	CP		1,273.97	(1,567.98)	(294.01)	(294.01)	0.00
4107CP17 - Jazznat Investment System	CP		341.48		341.48	0.00	341.48
4108CP09 - CP America's Tire/ Halle Prop	CP		0.00	0.00	0.00	0.00	0.00
4108CP11 - CP Town of AV Town Hall Expans	CP		0.00	0.00	0.00	0.00	0.00
4109CP04 - CP Apple Valley Apartments Muni Rd	CP	10/31/2010	659.10	(1,000.00)	(340.90)	(340.90)	0.00
4109CP05 - CP Applewood Townhomes Ph1 & 2	CP			(250.00)	(250.00)	(250.00)	0.00
4109CP06 - CP Big Mike's Country Palace	CP		0.00	0.00	0.00	0.00	0.00
4109CP07 - CP MWA Headquarters	CP		6,650.24	(7,950.22)	(1,299.98)	(1,299.98)	0.00
4109CP08 - CP Mike & Bob Long Project	CP	10/31/2010	0.00	0.00	0.00	0.00	0.00
4109CP09 - CP Aspen Dental	CP		2,643.01	(4,438.50)	(1,795.49)	(1,795.49)	0.00
4109CP12 - CP Valdez Eye Inst.	CP	11/30/2010	9,623.19	(11,437.86)	(1,814.67)	(1,814.67)	0.00
4110CP01 - CP Town of AV Public Work Faci	CP		23,755.27	(26,362.91)	(2,607.64)	(2,607.64)	0.00
4110CP03 - CP VVCCD Safety Training Cente	CP		367.01	(250.00)	117.01	0.00	117.01
4110CP04 - CP 22221 HWY 18 Main Extension	CP		3,443.08	(7,075.21)	(3,632.13)	(3,632.13)	0.00
4110CP05 - CP Apple Valley Townhouses FS	CP			(3,121.47)	(3,121.47)	(3,121.47)	0.00
4110CP07 - CP Urologic Institute	CP		7,444.52	(7,351.19)	93.33	0.00	93.33
4110CP08 - St. Marys Administration Cente	CP		540.23	(1,000.00)	(459.77)	(459.77)	0.00
	Total CP		56,752.13	(71,805.34)	(15,053.21)	(15,616.06)	562.85
4108PS02 - PS Stoddard Wells Rd	PS		623.88	(1,500.00)	(876.12)	(876.12)	0.00
4110PS01 - PS Annex. AVUSD	PS		3,654.82	(3,000.00)	654.82	0.00	654.82
4110PS02 - PS AVUSD Main Ext	PS		6,546.87	(20,000.00)	(13,453.13)	(13,453.13)	0.00
4110PS03 - PS Urologic Institute	PS		586.58	(1,000.00)	(413.42)	(413.42)	0.00
4110PS04 - PS St Joseph Health System	PS		103.49	0.00	103.49	0.00	103.49
4110PS05 - PS Early Education Center	PS		580.26	(1,000.00)	(419.74)	(419.74)	0.00
	Total PS		12,095.90	(26,500.00)	(14,404.10)	(15,162.41)	758.31
4107AC08 - RE Cancel Izhak KofmanTR 17413	RE		0.00	0.00	0.00	0.00	0.00

**Open Projects Funded by Others-Comparison of Deposits & Expenditures
as of November 2010 (month ending)**

Business Unit	Funding Type	Other 6	November Charges for Jobs 2010	November Deposits 2010	November Variance 2010	November CREDITS 2010	November DEBIT 2010
4108AC02 - AC Tr 16162 Seneca/Newton Bass	RE		2,095.46	(2,000.00)	95.46	0.00	95.46
4108RE01 - RE Hydrant Yoke Replacement	RE		0.00		0.00	0.00	0.00
4108RE09 - RE Del Oro/Merino Tr17629	RE		0.00		0.00	0.00	0.00
4108RE10 - RE Trans West Housing Tr16810	RE		0.00	0.00	0.00	0.00	0.00
41099003 - 19240 Majela Hyd Replace	RE		0.00	0.00	0.00	0.00	0.00
41099101 - Surplus Improvement Funds	RE			(152,477.11)	(152,477.11)	(152,477.11)	0.00
4109RE03 - RE Stolen Hyd Meter-Sully Mill	RE			0.00	0.00	0.00	0.00
4109RE04 - RE Valve Stem Replacement	RE		0.00		0.00	0.00	0.00
4109RE06 - RE Fire Hydrant Repair	RE		(50.10)		(50.10)	(50.10)	0.00
41109001 - 14975 Dale Evans Dr	RE		0.00		0.00	0.00	0.00
41109002 - RE 19355 Sitting Bull	RE		980.13		980.13	0.00	980.13
4110RE01 - RE Yucca Loma Sewer Trench Rep	RE	10/31/2010	0.00		0.00	0.00	0.00
4110RE02 - RE Valve Stem Replacement	RE		4,342.01		4,342.01	0.00	4,342.01
	Total RE		7,367.50	(154,477.11)	(147,109.61)	(152,527.21)	5,417.60
Total Apple Valley Ranchos Water Co.			227,516.15	(601,087.66)	(373,571.51)	(381,887.80)	8,316.29
			2,224,153.44	(2,269,816.98)	(45,663.54)	(608,827.82)	563,164.28

Explanation of Columns:

Charges for Jobs = Cumulative amount expended on that job

Deposits = Total deposits received for that job

Variance = Difference between two prior columns

Credits = Reflects the bracketed variances (deposits exceed the expenditures) and theoretically the amount the respective company would pay back to if the project stopped at that point.

Debits = The amount due from the third party as the deposits, if any, are less than the expenditures.

**DRAFT DATED 12/15/10
REMAINS SUBJECT TO REVIEW**

SCHEDULE 4.3(a)

Subsidiaries of Company

Name of Subsidiary	Type of Entity	Jurisdiction and date of Incorporation/ Organization	Authorized Capital Stock	Outstanding Shares of Capital Stock and Ownership thereof
Apple Valley Ranchos Water Co.	Corporation	California 11/29/1945	1,000 shares of common stock, par value \$50.00 per share.	75 shares of commons stock outstanding; all of which are owned by the Company.
Mountain Water Company	Corporation	Montana 02/16/1979	100,000 shares of common stock, no par value per share.	50,000 shares outstanding, all of which are owned by the Company.
Santa Paula Water Works, Ltd.	Partnership	California	7,500 shares of common stock, par value \$100.00 per share. 2,500 shares of Preferred A 15,000 shares of Preferred B	4,450 share of common stock outstanding, all of which are owned by the Company.
SICC	Corporation	California 08/04/1980		100% owned by the Company.

SCHEDULE 4.3(a)**Subsidiaries of Company**

Name of Subsidiary	Type of Entity	Jurisdiction and date of Incorporation/ Organization	Authorized Capital Stock	Outstanding Shares of Capital Stock and Ownership thereof
Apple Valley Ranchos Water Co.	Corporation	California 11/29/1945	1,000 shares of common stock, par value \$50.00 per share.	75 shares of commons stock outstanding; all of which are owned by the Company.
Mountain Water Company	Corporation	Montana 02/16/1979	100,000 shares of common stock, no par value per share.	50,000 shares outstanding, all of which are owned by the Company.
Santa Paula Water Works, Ltd.	Partnership	California	7,500 shares of common stock, par value \$100.00 per share. 2,500 shares of Preferred A 15,000 shares of Preferred B	4,450 share of common stock outstanding, all of which are owned by the Company.
SICC	Corporation	California 08/04/1980	The Charter document for SICC has been ordered from the California Secretary of State, but has not been received as of the date of this Agreement.	100% owned by the Company.

SCHEDULE 4.3(b)

Subsidiaries with Equity or Other Interests in Company

None.

SCHEDULE 4.3(d)

Outstanding Obligations/Restrictions of Company Subsidiaries

1. The Company has pledged its ownership interest in each Company Subsidiary as collateral under the Indenture. In addition, the Indenture places certain restrictions on the payment of dividends or other distributions to the shareholders of each Company Subsidiary.
2. There are indirect restrictions on the Company's ability to transfer the shares of stock of each Company Subsidiary by virtue of the BOA Agreement.
3. Pursuant to the (i) Letter, dated August 14, 1997, by Arvid Hiller to the Mayor of the City of Missoula, and (ii) Letter, dated August 18, 1997, by Garlington Lohn & Robinson PLLP to the Mayor of the City of Missoula, Mountain Water Company has granted the City of Missoula a right of first refusal to purchase the stock of Mountain Water Company in the event that Mountain Water Company determines to sell its Missoula Water System or to sell all of the stock of Mountain Water Company.
4. Reference is made to Schedule 4.3(a) listing the shares of capital stock of each Company Subsidiary currently outstanding.

SCHEDULE 4.5(a)**Required Filings/Consents**

1. Consent of Bank of America, N.A. is required under Section 6 of that certain Loan Agreement, dated January 22, 2009, between Park Water Company and Bank of America, N.A., as amended by that certain Amendment No. 1 to Loan Agreement, dated April 20, 2010.
2. Notice is required and certain repurchase rights are triggered by the Merger under Article Ten of the Indenture.
3. Notice to U.S. Bank, N.A. of the Merger may be required to the extent that the Merger is deemed a material adverse event under Section 12 of that certain Stand-Alone Revolving Note, payable to U.S. Bank, N.A., dated November 2, 2006, as amended and replaced on November 1, 2010, issued by Mountain Water Company (the "US Bank Agreement"). The Company does not believe the Merger constitutes a material adverse change pursuant to the terms of the US Bank Agreement.

SCHEDULE 4.5(b)

Required Filings/Consents

1. Authorization of the Public Utilities Commission of the State of California.
2. The Montana Public Service Commission may claim jurisdiction over the transaction even though no Montana statute vests the Commission with jurisdiction over the transaction. To maintain good regulatory relations with the Commission, Mountain Water Company will file a petition with the Commission which seeks either: (1) A Commission disclaimer of jurisdiction, or; (2) Approval of the transaction.
3. Consent of the Board of Supervisors for the County of Los Angeles is required pursuant to that certain Ordinance No. 2005-0077F.

SCHEDULE 4.6**Exceptions to GAAP**

The Company has prepared its 2010 financial statements reflecting regulatory assets and revenues for the 2010 changes in the balances being tracked in what is commonly referred to as the WRAM/MCBA (production balancing) account. This impacts both Park Water Company and Apple Valley Ranchos. The Company has filed an application (A.10-09-017) with the California Public Utilities Commission (CPUC) that is available at www.cpuc.ca.gov. Accounting Standards Codification 605-25 does not allow recording of accounts with the characteristics of the WRAM/MCBA unless collection is expected within 24 months following the date of the financial statements. The CPUC, on these types of accounts, has a collection period that can extend to 36 months. It is likely, if the collection period is not changed, which is the subject of the aforementioned application, that the Company would have to reverse all or part of the amounts booked in its interim financial statements, including those of June 30, 2010. Should a 2010 reversal be required the Company will simply record the amount reversed in a future period versus 2010.

SCHEDULE 4.7**Undisclosed Liabilities**

1. Pursuant to that certain (i) Contract for Oral Health Community Development Initiative (Year 1), dated December 22, 2008, by and between the Company and Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA) and (ii) Contract for Oral Health Community Development Initiative (Year 2), dated January 14, 2010, between the Company and Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA), as amended on February 5, 2010, the Company may be responsible for reimbursement of all items of real or personal property purchased with funds from First 5 LA in the event of an early termination of the agreement.
2. Pursuant to that certain Agreement, entered into on December 1, 2009, between Mountain Water Company and Lloyd A. Twite Family Partnership, if Mountain Water Company succeeds in successfully processing the application for Required Water Rights (as defined therein), but does not undertake to provide water service to the proposed developments, it will transfer to the Developers all of its interests in the Required Water Rights, including Mountain Water Company's own water rights identified therein.
3. Reference is made to the disclosure on Schedule 4.6.

SCHEDULE 4.8**Absence of Certain Developments**

- (a) None.
- (b)
 - 1. Amendment to Note, dated as of November 1, 2010, between U.S. Bank, N.A. and Mountain Water Company.
 - 2. Loan Agreement dated February 5, 2010, by and between Mountain Water Company and the Department of Natural Resources and Conservation of the State of Montana.
- (c) None.
- (d) None.
- (e)
 - 1. Promissory Note, dated December 10, 2010, issued in favor of Henry H. Wheeler, Jr. as Trustee of the Henry H. Wheeler, Jr. Trust by Park Water Company
 - 2. Promissory Note, dated November 17, 2010, issued in favor of Henry H. Wheeler, Jr. by Park Water Company.
 - 3. Promissory Note, dated November 17, 2010, issued in favor of Nyri A. Wheeler by Park Water Company.
 - 4. Promissory Note, dated November 15, 2010, issued in favor of Henry H. Wheeler, Jr. as Trustee of the Henry H. Wheeler, Jr. Trust by Park Water Company.
 - 5. Promissory Note, dated November 15, 2010, issued in favor of Henry H. Wheeler, III by Park Water Company.
 - 6. Loan Agreement dated February 5, 2010, by and between Mountain Water Company and the Department of Natural Resources and Conservation of the State of Montana.
- (f) Reference is made to the disclosures in reference to paragraph (e) above.
- (g) None.
- (h) None.
- (i) None.
- (j) None.
- (k) None.

- (l) Apple Valley Rancho Water Co. received notice from the South Coast Air Quality Management District ("AQMD") that four (4) portable generators will become unusable and require replacement. See Schedule 4.15(a).
- (m) 1. The Company and the Company Subsidiaries has made cost of living adjustments and/or other merit based increases in compensation consistent with past practices.
2. Apple Valley Ranchos Water Co. hired Reginald Lamson effective November 30, 2010.
3. The Company and Company Subsidiaries have changed their medical insurance provider, effective as of January 1, 2011, from Blue Shield of California to Anthem Blue Cross (PPO and HMO for California and BC PPO Plan for Montana).
4. The following employees received pay grade increases: John Kappes and Cami Nogle.
5. The Company has committed to pay Doug Martinet a bonus payment for 2010.
- (n) None.
- (o) None.
- (p) The Company's President had established an unwritten philosophy pertaining to cash management. Cash management is handled on a consolidated basis (excluding SICC) by the Company's Senior Vice President & Chief Financial Officer or Director of Accounting. This philosophy was that the Company was to maintain net borrowed balances with each of the banks used by the Company and the Company Subsidiaries, to the extent possible. Net borrowed balance is defined as the Company having borrowed more money on the related bank credit line than it maintained in cash balances (all accounts with that bank), measured on a daily basis.
- Until recently, both the credit lines with Bank of America and U.S. Bank had a 30-day out of credit line provision. That requirement, for Bank of America, was eliminated with the most current renewal. Because of these requirements, and other operating issues, it was known that the philosophy could not be maintained rigorously.
- In early November 2010, the Company's President rescinded the unwritten philosophy, thus allowing a more traditional and flexible approach to cash management.
- (q) 1. Reference is made to the disclosure above in response to paragraph (p).
2. Under certain circumstances, the Company and the Company Subsidiaries allow customers to make payment plans for outstanding amounts due, including amounts past due.

- (r) The California Public Utilities Commission (the "Commission") issued the following rule in October 2010:

D.10.10.019 – In response to the Commission's issuance of an Order Instituting Rulemaking on Governing Affiliate Transactions and Use of Regulated Assets for Non-Tariffed Utility Services. The Company and Apple Valley Ranchos Water Co. each have one contract that would fall into the Non-Tariffed Utility Services category.

- (s) None. (t) The Company has filed an amended return with Montana's Department of Revenue for the year 2005. This return was amended to file to carry-back a net operating tax loss from the year ended December 31, 2008.

- (u) 1. The Company and Company Subsidiaries have changed their medical insurance provider, effective as of January 1, 2011, from Blue Shield of California to Anthem Blue Cross (PPO and HMO for California and BC PPO Plan for Montana). In addition, there may be some changes to plan deductibles, co-pays, or other employee benefit plans in the ordinary course of business.

2. The Company has indicated that it intends to enter into the Proposition 50 Funding Agreement for Park Water Company's Project Number P50-1910161-021(Lynwood Water System).

SCHEDULE 4.8(c)**Capital Expenditure Budget**

Description	Projected		
	2010	2011	2012
Corporate	\$187,403	\$342,026	\$342,566
Central Basin	\$2,149,304	\$3,807,000	\$3,390,000
MWC - Missoula	\$3,230,094	\$3,104,975	\$3,654,854
Apple Valley Ranchos Water Company	\$2,670,345	\$4,252,277	\$4,351,158
Totals	\$8,237,146	\$11,506,278	\$11,738,578

SCHEDULE 4.9**Company Intellectual Property**

1. The Company maintains the following domain names:
 - www.parkwater.com
 - www.avrwater.com
 - www.mtnwater.com
 - www.mtnwater.net
 - www.hitthetap.com
 - www.mountainwatercompany.com
 - www.mountainwatercompany.net
2. The following marks have been registered with the Secretary of State in the State of Montana for a period of five years to expire on April 9, 2012: AAH QUIFER; SUSTAINABLU; VITAL RESOURCE; PURE, FRESH, WAAHTER.
3. The following marks have been registered with the Secretary of State in the State of Montana for a period of five years to expire on February 19, 2013: KICK THE BOTTLE HIT THE TAP & DESIGN.
4. Federal Registration with the United States Patent and Trademark Office, Registration No. 3,852,184 for the service mark: HIT THE TAP.
5. The Company has a pending word mark registration in the State of California for PARK WATER COMPANY.
6. Apple Valley Ranchos Water Company has pending work mark applications in the State of California for the following: APPLE VALLEY RANCHOS WATER AND RESPECT THE FLOW.
7. The Company and Company Subsidiaries have created some e-mail addresses and social networking site pages using their domain names as a precautionary measure intended to prevent abuse.

SCHEDULE 4.9(e)

Material Computer Software

Commercially-Available Software

1. Harris (Advanced Utilities) CIS Infinity, Infinity Link
2. Oracle (JD Edwards) Enterprise One Financials (Accounts Payable, Accounts Receivable, General Ledger, Job Cost, Inventory, Purchasing, Fixed Assets, Financial Reporting,
3. ESRI GIS applications - software for system mapping and related applications
4. Insight Software - JD Edwards reporting tool
5. Intellutions iFix software - Supervisory Control and Data Acquisition software, used to monitor and control our water system
6. Bosch camera surveillance and access control software and hardware
7. Cisco Call Manager (software and hardware) - phone system and call center
8. Microsoft Office, Exchange, SharePoint platforms - office software, email, intranet and related applications
9. ITRON meter reading software and handhelds
10. Greentree automated meter reading (AMR) software
11. VmWare - used to consolidate hardware for ease of administration and cost savings; creates virtual servers and desktops
12. Citrix - used for secure remote access to our systems
13. InMage - server consolidation and recovery software
14. DCSE (Spatial Wave) Field Mapplet and Mapplet - specialized mapping software for field use (on ruggedized tablets)
15. Legato Backup Software
16. SQL Server (database licenses)

In-House Software

17. HRIS (Human Resource Information System)
18. CIS Service Orders - mobile work orders for use on tablets in the field

19. Safety (SIS) - various safety applications
20. Certification Database - tracks and reminds about certification renewals and contact hours
21. Table Browser, Bill processor, and other back-office utilities
22. Time Entry - custom time entry system
23. Company Intranet
24. Out of Office - tracks who is out of the office for what duration, how to reach them and who is covering; also emergency contacts
25. Budget Program and Budget Narration - helps capture and calculate budgets, updates JD Edwards, and allows for variance explanations
26. Numerous interfaces with third party products or systems

SCHEDULE 4.10**Real and Tangible Property**

1. See attached list of real property for the Company and each Company Subsidiary.
2. Air Commercial Real Estate Association Standard Industrial/Commercial Single-Tenant Lease- Net, dated August 15, 2005, between Apple Valley Ranchos Water Company and Apple Valley Road & Sitting Bull, LLC (the "Well 34 Lease"). The Well 34 Lease contains an option to purchase the property at a purchase price of \$200,000 exercisable at any time prior to the expiration of the lease.
3. Radio Communication Tower License, dated March 12, 2009, by and between the Company and Charles Drew University of Medicine and Science, as licensor, relating to the Company's use of the Cobb Building radio tower.
4. Communication Site Lease Agreement, dated March 10, 1997, between Apple Valley Ranchos Water Company and Smart SMR of California, Inc.
5. United States Department of the Interior Bureau of Land Management Right-of-Way Grant Serial No. CACA-45978 (Corwin Tank).
6. United States Department of the Interior Bureau of Land Management Right-of-Way Grant Serial No. CACA-19117 (Bell Mountain and Stoddard Reservoir).
7. License Agreement, dated February 24, 2006, by and between the Company and Southern California Edison Company.
8. Lease, dated October 29, 1979, between Mountain Water Company and the State of Montana - Department of Highways.
9. Water Right License and Agreement, Central Basin, for the period commencing July 1, 2010 and continuing to and including June 30, 2011, by and between California Water Service Company and Park Water Company.
10. Water Right License and Agreement, Central Basin, for the period commencing July 1, 2010 and continuing to and including June 30, 2011, by and between California Water Service Company (Dominguez) and Park Water Company.
11. Side Letter Agreement, dated June 15, 2009, between California Water Service Company and Park Water Company covering quantity, the lease rate and payment for leased water rights.
12. Yearly Water Right License and Agreement (Central Basin), effective for the period commencing July 1, 2010 and continuing to and including June 30, 2011, between the Company and Coast Packing Company.
13. Side Letter, dated June 15, 2009, between the Company and Coast Packing Company.

**Park Water Company
Real Property Listing***

Asset Number	Asset Description	Asset Address	Year Acquired	Book Value
10072466	Park's Office	9750 Washburn Road, Downey	1970	185,424.99
<u>Well Sites (Utility)</u>				
10072449	4-B	12535 Harris Ave., Lynwood	1952	383.50
10072452	6-E	11518 Excelsior Dr., Norwalk	1949	716.36
10072453	12-B	1515 Grandee Ave., Compton	1954	55.19
10072454	13-B	1506 Arbutus St., Compton	1947	1,335.10
10072455	16-A	2209 Salinas St., Compton	1941	361.39
10072457	19-B	1743 118th St., Compton	1968	21,552.50
10072458	28-B	13415 Regentview, Bellflower	1950	610.88
10072459	29-K	14629 Funston Ave., Norwalk	1956	1,001.60
10072460	29-J	15401 Bloomfield, Norwalk	1954	1,531.70
10072461	29-H	12214 Alondra Blvd., Norwalk	1952	1,306.46
10072464	40-D	12915 Hanwell Ave., Bellflower	1951	448.42
10072465	40-B	9937 Lindale St., Bellflower	1950	500.00
10072467	41-A	12312 Curtis & King Rd., Norwalk	1948	502.23
10072468 & 10072470	9-C & 9-D	2509 Greenleaf, Compton	1951	900.00
10072469	46-C	13902 Halcourt Ave., Norwal	1950	500.00
10072471	13-C	1019 W. Arbutus St. Compton	1948	3,185.72
<u>Well Sites (No Longer Used & Useful)</u>				
10072450	6-G	11057 Liggett St., Norwalk	1947	2,554.99
10072451	6-H	Next to 10804 Abington	1956	204.76
10083825	46-A	12902 (Rear) Fairford Ave., Norwalk	1949	2,088.35
To be Assigned	6-J	Hayford St., Norwalk	1947	1,945.26
To be Assigned	7-E	5115 Clark St., Lynwood	1939	925.93
To be Assigned	9-A	3710 E. Marcelle St., Compton	1941	451.30
To be Assigned	12-A	13031 Wilmington Ave., Compton	1941	603.20
To be Assigned	23-E	14818 S. Lakewood Blvd., Paramount	1951	1,155.92
To be Assigned	28-C	10200 Blk. E. Faywood St., Bellflower	1952	1,561.70
To be Assigned	46-B	Foster Rd. & San Antonio Dr., Norwalk	1949	900.00
To be Assigned	U-8	Lynsley St., Compton	1980	1,426.50
To be Assigned	7-B	Halo Drive (Alley), Compton	1947	1,005.12

* Does not include Water Rights or Easements

Real Property Listing - Mountain Water Company

Asset Number	Asset Description	Book Value	Job Number	Date Acquired	Acct. Class	Tag Number	Location	Asset Description 2
34473	LAND-INTAKE DAM	118,299.64	3124P001	06/15/1924	100	DAM	5309 RATTLESNAKE DRIVE	44.95 AC
8335	LAND-6TH STREET WELL	6,426.60	31341524	10/28/1935	100	W 01	S 6TH & IVY	10150 SF DRW 020-A
8353	LAND-14TH STREET WELL	2,057.78	31351595	11/24/1935	100	W 02	1900 BLOCK S 14TH W	3250 SF DRW 021-A
8363	LAND-SOUTH AVENUE WELL	2,279.39	31351595	11/24/1935	100	W 03	400 BLOCK SOUTH AVENUE WEST	3600 SF DRW 022-A
8373	LAND-E MSLA #1 WELL	2,414.25	31371969	06/30/1937	100	W 04	340 SOMMERS STREET	3813 SF DRW 023-A
7790	LAND-SCHILLING WELL	301.25	315512401	05/16/1955	100	W 08	NE CORNER OF SOUTH & SCHILLING	625 SF DRW 025-A
7829	LAND-DIXON WELL	50.52	315512402	04/24/1955	100	W 09	2333 DIXON AVENUE	310 SF DRW 026-A
7275	LAND-HILDA WELL	1,074.29	315712637	08/23/1957	100	W 10	HILDA/IN ALLEY BTWN BECKWITH &	208 SF DRW 027-A
7283	LAND-AGNES WELL	119.92	315712638	04/24/1957	100	W 11	333 AGNES AVENUE	400 SF DRW 028-A
6882	LAND-E MSLA WELL #12	674.25	316431182	08/08/1964	100	W 12	500 BLOCK JUDI DRIVE	1125 SF DRW 029-A
65670	LAND-E RATTLESNAKE WELL	2	316531218	12/01/1965	100	W 15	4490 RATTLESNAKE DRIVE	3000 SF DRW 032-A
35478	LAND-24TH AVENUE WELL	1,200.84	316631274	08/30/1966	100	W 16	4400 BLOCK 24TH AVENUE	900 SF
30089775	LAND-ENLARGE 24TH ST WELL	1,544.00	317331526	12/01/1973	100	W 16	4400 BLOCK 24TH AVENUE	420 SF
8334	LAND-MOMONT WELL	1.00	316831369	12/16/1968	100	W 17	1/4 MILE W 6400 BUTLER CREEK	5000 SF DRW 210-A
33976	LAND-GHARRETT WELL	1.10	316231147	06/15/1962	100	W 18	2600 BLOCK WILLOWWOOD CT	1100 SF
6622	LAND-N RUSSELL WELL	1,053.56	316931398	11/03/1969	100	W 19	1200 BLOCK N RUSSELL	900 SF DRW 036-A
6123	LAND-CATLIN WELL	1,551.51	316931400	07/21/1969	100	W 20	CATLIN STREET/S 5TH W	5200 SF DRW 037-A
6572	LAND-E CENTRAL WELL	3,522.80	316931401	03/28/1969	100	W 21	336 E CENTRAL AVENUE	900 SF DRW 038-A
6445	LAND-INTERMOUNTAIN WELL	1,312.95	317031453	12/14/1970	100	W 22	WALNUT STREET/W OF MCCORMICK	826 SF DRW 039-A
30098406	LAND-PATTEE CREEK DRIVE WELLS	1,561.82	317331429	12/01/1973	100	W 23,24	247 PATTEE CREEK DRIVE	12000 SQ FT DRW 040-A
30098407	LAND-STEPHENS AVENUE WELL	629.81	317331429	12/01/1973	100	W 25	3700 BLOCK STEPHENS AVENUE	4900 SF DRW 041-A
32443	LAND-ENLARGE STEPHENS AVE WELL	498.10	317331429	12/01/1973	100	W 25	3700 BLOCK STEPHENS AVENUE	5100 SF DRW 041-A
30093063	LAND-BENTON WELL	2,047.81	317031465	12/01/1970	100	W 26	1533 BENTON AVENUE	900 SF DRW 042-A
6149	LAND-26TH AVENUE WELL	1,176.01	317131507	11/30/1972	100	W 27	1333 26TH AVENUE	800 SF DRW 043-A
34118	LAND-DESMET WELL	231.86	317231555	11/30/1972	100	W 28	7590 INTERSTATE PLACE	2500 SF DRW 044-A
30089929	LAND-ORCHARD AVE WELL	2,231.74	317331585	12/01/1973	100	W 29	4700 BLOCK ORCHARD AVE	2300 SF DRW 045-A
30038556	LAND-ENLARGE ORCHARD WELL SITE	44,306.91	31990060	12/16/1999	100	W 29	4700 BLOCK ORCHARD AVE-SOUTHSI	11587 SQFT
30090179	LAND-BANK ST WELL	1,150.00	317331610	12/01/1973	100	W 30	100 BLOCK KIWANIS STREET	10640 SF DRW 160-B
30086454	LAND-KIWANIS WELL	13,004.68	317631652	12/01/1976	100	W 31	300 BLOCK KIWANIS STREET	1942 SF DRW 047-A
30086475	LAND-ARTHUR WELL	3,527.18	317631653	12/01/1976	100	W 32	600 BLOCK ARTHUR AVENUE	1740 SF DRW 048-A
30086491	LAND-GERALD WELL	4,417.55	317631682	12/01/1976	100	W 33	GERALD AVENUE/S 4TH E	5714 SF DRW 049-A
30086416	LAND-SOUTHGATE MALL WELL	1.00	317831743	10/01/1978	100	W 35	SOUTHGATE MALL	1500 SF DRW 051-A
30084829	LAND-DICKENS WELL	4,203.85	317931783	08/01/1979	100	W 36	800 BLOCK DICKENS AVENUE	1200 SF
30036204	LAND-23RD ST WELLS UNK	13,000.00	3491P007	12/31/1991	100	W 38,39	4400 BLOCK 23RD STREET	5000 SQFT
30089721	LAND-MWWW WELL #1 063062	5,096.04	31990084	05/24/2001	100	W 41	3090 PALMER ST	2500 SQFT
30089722	LAND-MWWW WELL #2 063081	5,096.04	31990084	05/24/2001	100	W 42	3290 PALMER ST	2500 SQFT
		246,068.05						
33956	LAND-GHARRETT BOOSTER	131.33	316331155	06/11/1963	200	B 01	4800 BLOCK GHARRETT	437 SF DRW 070-A
33950	LAND-HIGHPARK BOOSTER #4	32.72	316531228	08/10/1965	200	B 04	500 BLOCK HIGHPARK WAY	660 SF DRW 073-A
33960	LAND-WHITAKER BOOSTER	373.57	317331429	12/01/1973	200	B 08	WHITAKER DRIVE/39TH STREET	905 SQ FT DRW 078-A
30035602	LAND-HIGHTON ST BOOSTER	15,191.39	31973922	11/18/1997	200	B 20	HIGHTON STREET-NW OF HIGHWAY 2	.088 ACRE
		15,729.01						
65667	LAND-BOOSTER #2	5,867.67	3137P001	06/15/1937	401	B 02	4630 DUNCAN DRIVE	.197 ACRES

63589 LAND-23RD AVE PRV	4.97	316531213	09/28/1965	401	PRV 01	23RD AVENUE/HILLSIDE	100 SF DRW 072-A
30089778 LAND-RAVENWOOD PRV	2,087.33	317231539	12/01/1972	401	PRV 09	RAVENWOOD/UPPER MILLER CREEK	600 SF DRW 103-A
30089779 LAND-PINEWOOD PRV	2,087.33	317231539	12/01/1972	401	PRV 10	PINEWOOD/MEADOWWOOD LANE	600 SF DRW 102-A
34474 LAND-WATERWORKS HILL	64,412.32	3102P001	06/15/1902	401	R 01	1/4 MILE W OF 900 GREENOUGH DR	19.46 AC
30084405 LAND-3 MG RESERVOIR	87,908.71	31790006	08/01/1979	401	R 03	W OF 500 BLOCK SIMONS DRIVE	4.64 AC
30038455 LAND-MILLER CRK RES 063097	28,000.00	3598P004	08/01/1998	401	R 05	UPPER MILLER CREEK RD/S OF LOR	2.78 ACRE
30080521 LAND-HIGH PARK RESERVOIR	266,836.07	31990081	02/05/1982	401	R 13	1000 BLOCK WHITAKER-LOT SOUTH	69,056 SQFT
33954 LAND-E MSLA TANK #1	250.00	316431182	08/08/1964	401	T 01	END OF JUDI DRIVE	1.73 AC DRW 090-A
33957 LAND-ELK RIDGE	6,275.46	317731730	07/01/1977	401	T 02	5100 BLOCK ELK RIDGE ROAD	15306 SF DRW 091-A
33955 LAND-GHARRETT TANK	1,002.36	316631269	07/14/1966	401	T 04	5400 BLOCK GHARRETT STREET	900 SF DRW 077-A
33952 LAND-ENALRGE GHARRETT TANK	2,811.35	317031395	10/29/1970	401	T 04	5400 BLOCK GHARRETT STREET	6100 SF DRW 077-A
33953 LAND-24TH AVE TANK	12.00	316931300	10/08/1969	401	T 05	5300 BLOCK 24TH AVENUE	1600 SF DRW 092-A
33958 LAND-LINCOLN HILLS	5,435.04	317731730	07/01/1977	401	T 06	2600 BLOCK LINCOLN HILLS DRIVE	12,785 SF
30000936 LAND-ENLARGE LINCOLN HILLS RES	5,721.00	31890011	06/21/1989	401	T 06	LINC HLS DR-PARCEL D,TR 1,S 13	14,375 SQFT
33951 LAND-MOMONT TANK	2,025.15	316931374	12/18/1969	401	T 07	1/4 MILE E 6700 BUTLER CRK RD	.23 AC
33959 LAND-UPPER ELK RIDGE	621.37	317731730	07/01/1977	401	T 08	5200 BLOCK ELK RIDGE ROAD	1600 SF DRW 093-A
33961 LAND-UPPER FARVIEWS TANK	747.15	317331429	12/01/1973	401	T 10	END OF HIGHLAND PARK DRIVE	1.53 AC DRW 095-A
30089776 LAND-LOWER RAVENWOOD TANK	3,185.16	317231539	12/01/1972	401	T 11	5785 GHARRETT STREET	2500 SF DRW 079-A
30089777 LAND-UPPER RAVENWOOD TANK	3,178.92	317231539	12/01/1972	401	T 12	6710 GHARRETT STREET	2891 SF DRW 080-A
30074254 LAND-CRESTLINE TANKS	21,070.00	31860911	08/01/1986	401	T 13,14	200 BLOCK CRESTLINE DRIVE	21800 SQFT
30092981 LAND-HIGHPARK TANKS	1,483.60	317031228	04/01/1970	401	T 15	1000 BLOCK WHITAKER DR	4000 SF DRW 074-A
31010908 LAND-ENLARGE WHITAKER TANK/BSTR	6,088.50	3100A011	03/28/2001	401	T 19	WHITAKER DRIVE/PINTLAR MTN CT	1070 SQFT
30010908 LAND-FELTON LAND PURCHASE	13,959.63	31930921	07/30/1993	401	T 19	WHITAKER DRIVE/PINTLAR MTN CT	.414 ACRE
30043750 LAND-MANSION HEIGHTS TANK	34,121.10	3100A011	03/28/2001	401	T 20	1/2 MILE E OF 1200 WHITAKER	15625 SQFT
A/C # 3100.34010	565,192.19						
30085786 LAND-MAIN OFFICE BUILDING	179,939.00	31790037	10/01/1979	890		1345 W BROADWAY	2.25 AC
8536 LAND-FUEL BASIN	24,061.00	3199P001	12/31/1999	890		1345 W BROADWAY-SERVICE YARD	
A/C # 3100.1160.38900	204,000.00						
30001103 LAND-FUTURE USE-WELLS	11,645.42	31900033	01/15/1991	105	W A	601 E BECKWITH-HAMMOND ADD #3,	4,875 SQFT
A/C # 3100.1701.1	11,645.42						
30001104 LAND-FUTURE USE-WELLS	26,745.43	31900034	01/15/1991	105	W B	701 E BECKWITH-HAMMOND ADD #3,	11,700 SQFT
A/C # 3100.1701.2	26,745.43						
30080522 LAND-FUTURE USE-TANKS	57,148.24	31990080	12/05/1997	105	T B	5200 BLOCK KEIL LOOP	4.5 ACRES
A/C # 3100.1701.4	57,148.24						
Grand Total	1,126,528.34						
** ADD THE FOLLOWING							
LAND - 314 E. Crestline	\$2,500		09/16/2010			Certificate of Survey No. 1764	6,697 SQFT

Apple Valley Ranchos
Real Property Listing*

<u>Asset Number</u>	<u>Asset Description</u>	<u>APN</u>	<u>Location**</u>	<u>Book Value</u>
17141	Well #33	3087751030000	12189 APPLE VALLEY	06/05/2006 160,380.66
				(Leasedhold Improvements - Purchase Agreement
17157	Well #34		12500 GERONIMO	03/22/2006 54,348.27
17215	Corwin Booster	0441032490000	19781 CORWIN RD	02/01/2006 41,027.50
40000880	Well #9 (2 of 2 assets)	0434353090000	11029 SARATOGA	01/01/1958 750.00
40000920	Well #11R	0434446050000	11775 JAMACHA	01/01/1960 0.48
40000936	Well #12	3087711240000	19690 OTTAWA RD	01/01/1962 0.44
40001008	Well #16	3087072130000	19850 SITTING BULL F	01/01/1966 0.44
40001009	Well #17	0479073290000	14920 NOKOMIS RD	01/01/1967 0.44
40001010	Well #18 (1 of 2 Assets)	0444233010000	14510 RIVERSIDE DR.	01/01/1958 7,500.00
40001012	Land next to Well #19	3087471110000		01/01/1969 0.44
40001013	Well #19	3087471120000	21308 SITTING BULL F	01/01/1969 0.44
40001014	Well #20R	0479072070000	18890 CHICKASAW	01/01/1975 0.44
40001015	Well #21	3087271010000	21292 POWHATAN RC	12/31/1984 11,160.21
40001016	Well #22	3087291010000	21091 OTTAWA	12/31/1984 24,443.29
40001017	Well #23	0473069010000	15302 APPLE VALLEY	12/31/1960 0.44
40001018	Well #24	0440012550000	21483 WALLEY RD. (B	12/31/1984 2,918.00
40001019	Well #25	0479073350000	18555 TUSCOLA RD.	07/28/1990 54,139.66
40001021	Tank Site #2-Desert Knoll (2 Lots)	0473481040000 & 0473011310000	18946 KASSON RD	12/31/1967 1.00
40001023	Tank #3 (AV Resources East/Youngstown)	0437553240000	LAFAYETTE/NAVAJO	04/01/1989 1,215.50
40001024	Booster #1 (YOUNGSTOWN)	0437546420000	23860 CAHUILLA RD.	04/01/1989 3,646.50
40005267	Well 26	0479073370000	18588 SENECA	06/11/1992 58,583.13
40008092	Well 27 (2 LOTS)	0440012080000 & 0440012090000	20683 & 21271 WAALI	10/01/1993 32,852.67
40062761	Well 28 (AVIP)	0473141600000	15310 RIVERSIDE DR.	11/18/1998 255,603.31
40089823	Well #29	3088431300000	19237 YUCCA LOMA	07/28/2003 42,901.40
40106835	Mockingbird Tank	0434191800000	10974 MOCKINGBIRD	08/23/2005 172,138.82
	Total			<u>923,613.48</u>

<u>Asset Number</u>	<u>Asset Description</u>	<u>APN</u>	<u>Location**</u>	<u>Cost</u>
40000782	Well 4	3087351080000	21760 OTTAWA RD	01/01/1953 2,500.00
40000864	Well 7	0472061220000	16916 DANTE RD., \	01/01/1956 3,000.00
40000866	Well 9 (1 OF 2 Assets)	0434353090000	11029 SARATOGA	01/01/1958 1,750.00
40001011	Well 18 (2 OF 2 Assets)	0444233010000	14510 RIVERSIDE DR.	01/01/1958 10,000.00
40001020	Tank Site #1 (Hilltop)	3112181040000 & 3112181050000		12/31/1949 2,000.00
42149	Well #36	0438021460000	19739 TUSSING RANCH RD	<u>5,000.00</u>
	Total			<u>24,250.00</u>

This parcel is listed in
two places as 1 of 2 &
2 of 2
This parcel is listed in
two places as 1 of 2 &
2 of 2

40025864	Well 30 (Hilltop)	0434021520000	11401 APPLE VALLEY	07/13/1994	10,000.00
40025865	Well 31	0434541240000	AV Rd. @ Target Cer	07/13/1994	10,000.00
40025866	Del Oro Tank & Booster (Well 32 abandoned)	0434617150000	19382 DEL ORO	07/13/1994	<u>10,000.00</u>
	Total				<u>30,000.00</u>
40000876	Well 10R	0437306220000	Tract 5205, Lot 82 O	01/01/1981	6,085.62
40001007	Well 15	31127111140000	Parcel #3112-711-14	01/01/1966	0.44
40001022	AV Resources Central	0440022100000	Tract 4286, Lot 1, So	04/01/1989	1,102.00
40100118	Well 8	30874511150000	Tract 3248, Lot 52, N	01/01/1992	2,250.00
40100119	Well 10	0437302080000	Tract 5205, Lot 49, P	01/01/1992	<u>1,021.00</u>
	Total				<u>10,459.06</u>
Pending	AG Well #4		Lakes @ Jess Ranch		<u>0.00</u>
40105523	Well 35 (Future Site Owned)	3087161020000	12691 APPLE VALLEY	08/22/2005	<u>202,348.60</u>
	Total				<u>202,348.60</u>
<u>Leased Property</u>	Corwin Tank	BLM Lease	16200 Sylvan Rd.		
	Bell Mountain Reservoir	BLM Lease	20699 Los Padres Rd.		
	Stoddard Reservoir	BLM Lease	11199 Flint Rd.		
	Well #34	Contract Lease	12500 Geronimo Rd.		
<u>Property Not Listed</u>	Stoddard Booster	0463232570000	Lafayette Rd	11/18/1998	3,523.00 2010 Tax Value
	Kasson Booster	0473641210000	Kasson Rd	2006	4,200.00 Approx. value at acquisition

* Excludes Water Rights and Easements

** All properties in Town of Apple Valley unless noted.

**Santa Paula Water Works, Ltd.
Real Property Listing**

Ventura County - Parcel #040-0-010-255 Book Value \$570.00.

This is 80 acres, described on the Ventura County Assessor's website as Pasture & Range Land.

SCHEDULE 4.10(a)

Owned Real Property Marketed for Sale

None.

SCHEDULE 4.10(d)

Rights of First Refusal or Similar Rights

1. Pursuant to the (i) Letter, dated August 14, 1997, by Arvid Hiller to the Mayor of the City of Missoula, and (ii) Letter, dated August 18, 1997, by Garlington Lohn & Robinson PLLP to the Mayor of the City of Missoula, Mountain Water Company has granted the City of Missoula a right of first refusal in the event that Mountain Water Company determines to sell its Missoula Water System or to sell all of the stock of Mountain Water Company.
2. Pursuant to that certain Agreement, entered into on December 1, 2009, between Mountain Water Company and Lloyd A. Twite Family Partnership, if Mountain Water Company succeeds in successfully processing the application for Required Water Rights (as defined therein), but does not undertake to provide water service to the proposed developments, it will transfer to the Developers all of its interests in the Required Water Rights, including Mountain Water Company's own water rights identified therein.

SCHEDULE 4.10(g)

Tangible Assets

1. The Company and/or Company Subsidiaries uses PVC pipe, including pipe manufactured by JM Eagle. JM Eagle is currently involved in a lawsuit alleging that it supplied substandard polyvinyl chloride pipe.
2. Mountain Water's mains consist of approximately 30,000 feet of thin walled government steel pipe, commonly referred to as "invasion pipe" and 82,000 feet of thin walled Kalamein pipe of which 52,000 feet was installed pre 1915. Characteristics of Mountain's operating conditions have allowed mains to remain in service with a higher prevalence of leaks than may be found in other systems.
3. Reference is made to Exhibit JK-1 to Mountain Water Company's Application to Increase Rates for Water Service in Missoula Montana dated April 2010 regarding water loss and leakage.

SCHEDULE 4.11**Material Contracts**

- (i) None.
- (ii)
 - 1. Employment Agreement, dated March 4, 2009, between the Company and Christopher Schilling.
 - 2. Reference to the Contracts with Part-Time Employees noted on Schedule 4.16.
 - 3. The Company maintains the following employee benefit plans:
 - i. Medical – Blue Shield of California Contract numbers U00832 (PPO Plan), UX0679 (POS Plan) and UH4003 (HMO Plan) through 12/31/10.
 - ii. Medical Effective 1/1/11 - Anthem Blue Cross Standard Classic HMO with Chiro, Custom Classic PPO 1 (California), Custom BC PPO Classic 1 (Montana) - Account/contract # 276216
 - iii. Dental - Metropolitan Life Insurance Company Contract/Plan No. 1849712.
 - iv. Employee Assistance Program – NEAS Western Division, Inc.
 - v. Life and Accidental Death & Dismemberment - Metropolitan Life Insurance Company - Contract/Plan No. 1849712.
 - vi. Long Term Disability - Metropolitan Life Insurance Company Contract/Plan No. 1849712.
 - vii. Short Term Disability (MT) - Metropolitan Life Insurance Company Contract/Plan No. 1849712.
 - viii. Vision-Plan - Vision Service Plan (VSP) Plan 12-161071.
 - ix. Supplemental Life Insurance – Hartford Plan No. GL-704481.
 - x. Voluntary Supplemental Accidental Death and Dismemberment – Hartford Plan No. 72-ADD-S05044.
 - xi. Business Travel Accident Plan – CIGNA Plan Nos. ABL 449906 and ABL 449907.
 - xii. Wellness Program – Mercer Administration pursuant to Wellness Services Agreement.
 - xiii. Healthcare Reimbursement – ADP-FSA ID No. 17639.

- xiv. Section 125 Plan - Flexible Spending Account – The Company maintains a Health Care Spending Account and a Dependent Care Spending Account.
- xv. Education Assistance Program – the Company provides a program that reimburses employees for tuition, textbooks, registration and laboratory fees for curriculum approved by the appropriate manager or business unit supervisor.
- xvi. The Park Water Company 401(k) Plan of Park Water Company, as amended on 3/14/08.
- xvii. Defined Benefit Retirement Plan – Retirement Plan of Park Water Company, as amended and restated on January 1, 2001.
- xviii. Post-Retirement Benefits – For employees hired before May 3, 2005, qualified employees continue to receive group health, vision, dental and life insurance benefits (which benefits are limited to the plans in effect for employees; the current plans are described above). For employees hired 5/3/05 or later, the Company may provide, at its discretion, a flat dollar contribution per qualified employee to a non-elective employer contribution (NEC) sub-account within their 401(k).
- xix. California's 529 Plan – the Company offers the College Savings Plan ScholarShare program.
- xx. PTO- Subject to exceptions that may be granted by the Company or the Company Subsidiaries, full-time regular employees accrue paid time off (PTO) in the first four years of employment at the rate of 128 hours per year for non-exempt employees and 16 days for exempt employees. Upon completion of a minimum of four continuous years of employment and through the completion of the ninth continuous calendar year, PTO is accrued at a rate of 168 hours per year for non-exempt employees and 21 days for exempt employees. Upon completion of a minimum of nine continuous years of employment and through the completion of the nineteenth continuous calendar year, PTO is accrued at a rate of 208 hours per year for non-exempt employees and 26 days for exempt employees. Upon completion of a minimum of nineteen continuous years of employment and for the balance of employment, PTO is accrued at a rate of 248 hours per year for non-exempt employees and 31 days for exempt employees. All regular part-time employees have the same benefits, except that PTO is accrued on a pro-rated basis according the scheduled number of hours worked during each pay period. PTO must be used within the year following the year in which it was accrued unless job related circumstances warrant otherwise. Reference is made to the Employee Handbook for additional details regarding PTO and other employee benefits.

- xxi. Catastrophic Illness Reserve – All non-exempt employees accrue 32 hours a year for an extended or catastrophic illness reserve. Exempt employees do not accrue Catastrophic Illness Reserve (CAT) benefits. In lieu of accruing CAT benefits, and after the first five consecutive workdays of absence due to illness or injury have been drawn from Paid Time Off (PTO), each exempt employee shall be entitled to receive his/her gross salary from Salary Continuation for a period not to exceed six (6) months, adjusted for amounts received from state disability insurance, Worker's Compensation, Social Security Disability and/or the Company provided disability insurance coverage. Salary Continuation shall be in addition to payment for PTO which has been accrued through the date of the onset of an extended absence resulting from sickness or disability.
 - xxii. A Split Dollar Life insurance policy is in effect for some active and some retired General Managers and Executives. This benefit is no longer available to new employees, but remains in effect for those who had obtained it.
- (iii)
 - 1. Employment Agreement, dated March 4, 2009, between the Company and Christopher Schilling.
 - 2. Nondisclosure Agreement between the Company and Carlyle Investment Management, LLC.
 - (iv) Reference is made to each agreement relating to the Indebtedness listed on Schedule 4.2(c).
 - (v)
 - 1. Water Supply Contract and Surplus Water Contract, dated July 12, 1994, by and among Jess Ranch Water Company, a California corporation, the Company, Jess Ranch Utilities, Inc., a California corporation, and Apple Valley Ranchos Water Company.
 - 2. Services Agreement No. C2181, dated July 1, 2009, between Central Basin Municipal Water District and Park Water Company for Operation and Maintenance of the Central Basin Century Recycled Water Distribution System.
 - 3. Administrative Services Agreement, dated July 15, 2010, between the Company and Apple Valley Ranchos Water Company.
 - 4. Administrative Services Agreement, dated May 29, 2009, between the Company and Mountain Water Company.
 - 5. Agreement, entered into on December 1, 2009, between Mountain Water Company and Lloyd A. Twite Family Partnership.
 - 6. Reference is made to the Contracts relating to the Software listed on Schedule 4.9(e).
 - 7. Reference is made to each Contract related to the Advances listed on Schedule 4.2(c).

- (vi) None
- (vii) 1. Reference is made to each item disclosed under the heading "Related Party Obligations" on Schedule 4.2(c).
2. Reference is made to the each of the Amended and Restated 7.38% Unsecured Notes Due 2010 listed on Schedule 4.2(c).
3. The Company and the Company Subsidiaries make pay advances to its employees from time to time. All advances, if any, outstanding as of the date of the Agreement do not currently exceed \$15,000 in the aggregate.
- (viii) Reference is made to Items No. 9, 10, 11, 12 and 13 on Schedule 4.10.
- (ix) None.
- (x) Reference is made to the licenses granting rights to the software listed on Schedule 4.9(e).
- (xi) The Company has entered into indemnification agreements with certain employees, officers and directors, including each member serving on the benefits committee and each member of the board of directors of the Company and Apple Valley Ranchos Water Co.
- (xii) 1. Ordinance No. 404 issued by the City of Artesia granting Park Water Company, its successors and assigns, a franchise to lay and use, for transmitting and distributing water and any and all purposes, pipelines, and other facilities, in, along, across, upon and under the public streets, ways, alleys and places within the City of Artesia.
2. Ordinance No. 1001 issued by the City of Bellflower entitled An Ordinance of the City Council of the City of Bellflower granting to Park Water Company a franchise for transmitting and distributing water in the City of Bellflower.
3. Ordinance No. 1014 adopted by the City of Santa Fe Springs.
4. Ordinance No. 2005-0077F adopted by the Board of Supervisors for the County of Los Angeles granting a new 15-year pipeline franchise to Park Water Company.

5. Ordinance No. 1180 adopted by the County of San Bernardino granting a franchise to Apple Valley Ranchos Water Company to lay, construct, operate, maintain, use, repair, replace and/or remove a system of conduits, mains, pipelines, and appurtenances in, under, along and across the public streets and highways and public places of said county.
6. Ordinance No. 13 adopted by the Town Council of the Town of Apple Valley, California, granting to Apple Valley Ranchos Water Company, its successors and assigns, the right, privilege and franchise to use and to construct and use, for transmitting and distributing water and any and all purposes, pipelines, services, fire services, fire hydrants, wells, reservoirs, and appurtenances, including communication circuits necessary or proper therefor, in, along, across, upon, over and under the public streets, ways, alleys and places within the town of Apply Valley.
7. Water Supply Contract and Surplus Water Contract, dated July 12, 1994, by and among Jess Ranch Water Company, a California corporation, the Company, Jess Ranch Utilities, Inc., a California corporation, and Apple Valley Ranchos Water Company.
8. Purchase Agreement for Imported Water to be Provided by Central Basin Municipal Water District, dated January 1, 2008, by and between the Company and Central Basin Municipal Water District.
9. Water Right License and Agreement, Central Basin, for the period commencing July 1, 2010 and continuing to and including June 30, 2011, by and between California Water Service Company and Park Water Company.
10. Water Right License and Agreement, Central Basin, for the period commencing July 1, 2010 and continuing to and including June 30, 2011, by and between California Water Service Company (Dominguez) and Park Water Company.
11. Side Letter Agreement, dated June 15, 2009, between California Water Service Company and Park Water Company covering quantity, the lease rate and payment for leased water rights.
12. Yearly Water Right License and Agreement (Central Basin), effective for the period commencing July 1, 2010 and continuing to and including June 30, 2011, between the Company and Coast Packing Company.
13. Side Letter, dated June 15, 2009, between the Company and Coast Packing Company.
14. Reference is made to the adjudicated water rights of the Company and the Company Subsidiaries including:
 - Adjudication of the Company's water rights for Central Basin - Central and West Basin Water Replenishment District, etc., vs. Charles E. Adams, et al. case no. 786,656 Second Amended Judgment, May 6, 1991, as such rights may be

amended or modified from time to time by the Annual Reports of the Webmaster Service in the Central Basin, Los Angeles County.

- Mojave Basin Adjudication of Water Rights.

17. Agreement, entered into on December 1, 2009, between Mountain Water Company and Lloyd A. Twite Family Partnership.

18. Mojave Water Agency Calendar Year 2010 State Water Project Water Pre-Purchase program.

19. Mojave Water Agency Inventory Claim Program.

20. Water Main Extension Contract between Mountain Water Company and Canyon River, LLC.

(xiii) 1. Reference is made to the Related Party transactions listed on Schedule 4.2(c).

2. Administrative Services Agreement, dated July 15, 2010, between the Company and Apple Valley Ranchos Water Company.

3. Administrative Services Agreement, dated May 29, 2009, between the Company and Mountain Water Company.

(xiv) None.

(xv) 1. The Company has the following surety bonds outstanding, each carried by Travelers:

Type	Policy Period	Limit
ERISA-Park 401(k)	9/30/08 - 9/30/11	\$500,000
Payment of Fees – Santa Fe Springs	08/07/10 – 08/07/11	\$1,000
Franchise Ordinance No. 383 – City of Artesia	12/15/10- 12/15/13	\$10,000
Sewer Encroachment – City of Bellflower	03/31/10 – 03/31/13	\$5,000
Franchise Bond – County of Los Angeles	10/26/09 - 10/26/11	\$50,000

2. Apple Valley Ranchos Water Company has the following surety bond outstanding carried by Travelers:

Type	Policy Period	Limit
Franchise Ordinance No. 1180- County of San Bernardino	05/01/10 – 05/01/13	\$1,000

3. Mountain Water Company has the following surety bonds outstanding, each carried by Travelers:

Type	Policy Period	Limit
Excavation Permit – County of Missoula	11/16/10 – 11/16/11	\$50,000
Excavation Permit – City of Missoula	09/14/10 – 09/14/11	\$50,000

4. Contract for Oral Health Community Development Initiative (Year 1), dated December 22, 2008, between the Company and Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA).

5. Contract for Oral Health Community Development Initiative (Year 2), dated January 14, 2010, between the Company and Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA), as amended on February 5, 2010.

6. The Company requires performance bonds for all Contracts exceeding \$100,000. Apple Valley Ranchos Water Company requires performance bonds for all Contracts exceeding \$50,000 and Mountain Water Company for Contracts exceeding \$10,000.

(xvi) None.

- (xvii) 1. The Company has granted a power of attorney and declaration of representative to allow Matt A. Peasley to represent the Company and the Company Subsidiaries before the IRS regarding tax matters.

2. Agreement, dated September 13, 2006, between the Company and Financial Credit Network Agency, Inc. pursuant to which the Company hired Financial Credit Network Agency, Inc. to collect delinquent accounts on its behalf.

- (xviii) 1. Reference is made to each franchise agreement listed in items 1-6 of the response to paragraph (xii) of this Schedule 4.11.
2. Purchase Agreement for Imported Water to be Provided by Central Basin Municipal Water District, dated January 1, 2008, by and between the Company and Central Basin Municipal Water District.
3. Services Agreement No. C2181, dated July 1, 2009, between Central Basin Municipal Water District and Park Water Company for Operation and Maintenance of the Central Basin Century Recycled Water Distribution System.
4. Contract for Oral Health Community Development Initiative, dated December 22, 2008, between the Company and Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA).
5. Contract for Oral Health Community Development Initiative (Year 2), dated January 14, 2010, between the Company and Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA).
6. Norwalk Business License
7. Lynwood Utility Tax Resolutions – Resolution No. 2001.093: A Resolution of the City Council of the City of Lynwood Extending a Temporary Exemption for Park Water Customers From the Water Users Tax Imposed Under Subsection 6-5.9 of Section 6-5 of the Lynwood Municipal Code.
8. Compton Utility Tax Ordinance – Ordinance No. 1,343: An Ordinance Amending Chapter III Sections 3-4.2(a), 3-4.4(a), 3-4.5(a), and 3-4.6(a) of the Compton Municipal Code pursuant to Charter Section 611(c) of the Compton City Charter.
9. United States Department of the Interior Bureau of Land Management Right-of-Way Grant Serial No. CACA-45978 (Corwin Tank).
10. United States Department of the Interior Bureau of Land Management Right-of-Way Grant Serial No. CACA-19117 (Bell Mountain and Stoddard Reservoir).
11. Loan Agreement dated February 5, 2010, by and between Mountain Water Company and the Department of Natural Resources and Conservation of the State of Montana.
12. Reference is made to the adjudicated water rights of the Company and the Company Subsidiaries as set forth in Item (xii)(14) above.
13. Special Use Permit, dated October 4, 2002, issued by the United States Department of Agriculture, Forest service, to Mountain Water Company for the lakes, dams, roads, trails and other facilities in the Rattlesnake Recreation Area and Wilderness.

- (xix) 1. Reference is made to each franchise agreement listed in items 1-6 of the response to paragraph (xii) of this Schedule 4.11.
2. Water Right License and Agreement, Central Basin, for the period commencing July 1, 2010 and continuing to and including June 30, 2011, by and between California Water Service Company and Park Water Company.
3. Water Right License and Agreement, Central Basin, for the period commencing July 1, 2010 and continuing to and including June 30, 2011, by and between California Water Service Company (Dominguez) and Park Water Company.
4. Side Letter Agreement, dated June 15, 2009, between California Water Service Company and Park Water Company covering quantity, the lease rate and payment for leased water rights.
5. Tariff Deviation Agreement, dated April 24, 2006, between Apple Valley Ranchos Water Company and the Town of Apple Valley.
6. Agreement, entered into on December 1, 2009, between Mountain Water Company and Lloyd A. Twite Family Partnership.
7. Yearly Water Right License and Agreement (Central Basin), effective for the period commencing July 1, 2010 and continuing to and including June 30, 2011, between the Company and Coast Packing Company.
8. Side Letter, dated June 15, 2009, between the Company and Coast Packing Company.

(xx) None.

- (xxi) 1. Reference is made to each Contract entered into in connection with the advances listed on Schedule 4.2(c).
2. Reference is made to each franchise agreement listed in items 1-6 of the response to paragraph (xii) of this Schedule 4.11.
3. The utility operations accept work order deposits from third parties for the construction of facilities that will be classified as Advances in Aid of Construction or Contributions in Aid of Construction.
4. Apple Valley Ranchos Water Company's Contract related to Mockingbird Main Extension Transmission.

5. Reference is made to each Contract listed in response to (viii), (x) and (xii) of this Schedule 4.11.

(xxii) None.

SCHEDULE 4.12**Insurance Policies**

1. Park Water Company Primary Liability Policy - Travelers Policy No. P-630-153D7932-TCT-10.
2. Apply Valley Ranchos Water Co. Primary Liability Policy - Travelers Policy No. P-630-7539B933-TCT-10.
3. Mountain Water Company Primary Liability Policy - Travelers Policy No. P-630-7539B970-TCT-10.
4. Park Water Company Commercial Excess Liability (Umbrella) Policy - Travelers Policy No. PSM-CUP-153D7931-TIL-10.
5. Park Water Company Commercial Excess Policy - RSUII Policy No. NHA225931.
6. Park Water Company Excess Insurance Policy - Westchester Fire Insurance Company Policy No. G22015990004.
7. Park Water Company Crime Policy - Travelers Policy No. 105109936 covering policy period from 5/1/08 through 5/1/11.
8. Park Water Company Commercial Inland Marine Policy - Travelers Policy No. QT-660-142D1185-TIL-10.
9. Park Water Company Commercial Automobile Policy - Travelers Policy No. P-810-153D7932-TIL-10.
10. Apply Valley Ranchos Water Co. Commercial Automobile Policy - Travelers Policy No. P-810-7539B933-TIL-10.
11. Mountain Water Company Commercial Automobile Policy - Travelers Policy No. P-810-7539B970-TIL-10.
12. Park Water Company Workers Compensation and Employers Liability Policy - Travelers Policy No. PJUB-153D964-8-10.
13. Mountain Water Company Workers Compensation and Employers Liability Policy - Travelers Policy No. PJUB-154D324-4-10.
14. Directors and Officers Liability and Fiduciary Liability Policy - Chubb Policy No. 8168-4524.
15. Engineer Professional Liability Policy - Lloyds Policy No. ANE1169242-10.
16. Employment/Practices Liability - Admiral Policy No. 4973663

The following is a list of all pending claims in excess of \$10,000:

<i>Plaintiff / Claimant</i>	<i>Subsidiary</i>	<i>File #</i>	<i>Date of Loss</i>	<i>Claim Estimate/Paid</i>	<i>Expense Estimate/Paid</i>
Chung, Woody	Mountain Water	EHL1620	02/20/10	\$1,000 / \$669.85	\$0 / \$0
Cooper, Kurt^	Apple Valley	BAU7816	06/15/10	\$40,500 / \$40,209.03	\$1,000 / \$0
House, Gracie*	Apple Valley	BAU8160	08/07/10	\$2,969 / \$2,778.87	\$0 / \$0
Mark, Laura	Mountain Water	BAU8314	07/16/10	\$0/\$0	\$0/\$0
Monroe, Gerald^	Apple Valley	A4Z3061	08/12/09	\$539,783 / \$538,606.03	\$20,500 / \$10,128.80
Mumm, Jackie	Mountain Water	BAU8599	10/25/10	\$5,000 / \$0	\$0 / \$0
Pew, Tom*	Mountain Water	BAU7976	07/14/10	\$10,000 / \$9,882.03	\$0 / \$0
Sedgwick, Neil	Mountain Water	BAU8648	11/05/10		
Verizon	Apple Valley	BAU8662	09/10/10	\$2,447 / \$0	\$0/\$0
ates, Marge^	Apple Valley	BAU8086	07/16/10	\$5,000 / \$4,637.99	\$0 / \$0
TOTALS				\$606,699/\$596,783.80	\$21,500/\$10,128.80

*denotes open claim / case is resolved awaiting final documents / no report in book

^denotes open claim / case involves PVC pipe issue / no report in book

SCHEDULE 4.13

Litigation

1. On December 21, 2009, the Town of Apple Valley sent a demand letter in December to Apple Valley Ranchos Water Company ("AVR") stating that AVR had not fully remitted fees owed to the Town for use of its franchise. AVR replied to the Town's demand letter on December 29, 2010. On January 11, 2010, the Town sent a second demand letter stating that the first letter was sent in error and made a second demand for payment of \$619,778.39 in additional franchise fees. AVR replied to the second demand letter on January 21, 2010. The Town and AVR had a meeting on February 23, 2010 to discuss the matter. The Town and AVR agreed that AVR would file its 2009 Franchise Fee Report and would include a calculation demonstrating that, using the methodology believed to be correct by AVR, that 1% of the annual gross receipts from sale of water for 2009 was greater than 2% of annual gross receipts generated through use of the franchise for 2009. AVR filed the 2009 Franchise report in March and submitted Payment to Town of the amount indicated in that report in April as required under the franchise agreement. On October 21, 2010, the Town of Apple Valley sent a letter rescinding its January 11, 2010 demand and withdrawing its request that Apple Valley pay such fees to the Town.
2. Montana Rate Case – Reference is made to the Docket No. D2010.4.41 with the Public Service Commission of the State of Montana on September 2, 2010 in the matter of Application of Mountain Water Company for Authority to Increase Rates and Charges for Water Service to Its Missoula, Montana Customers and Docket No. D2010.6.59 in the matter of the Application of Mountain Water Company to Establish a Distribution System Improvement Charge.
3. Mountain Water Company is seeking protection from the Public Service Commission from providing certain information relating to Mountain Water Company and and/or its parent company, the Company. The request was granted in part and denied in part pursuant to that certain Protective Order issued by Department of Public Service Regulation before the Public Service Commission of the State of Montana on November 17, 2010. Mountain Water Company filed a Petition for Judicial Review in the Montana First Judicial District on October 4, 2010.
4. The Missoula County Public Works Department has indicated that they may consider Mountain Water Co. at least partially responsible for damages to streets, alleys and sidewalks in the Missoula Development Park which they believe could have been caused by settlement of MWC's water main trenches. Specifically, Missoula County appears to allege MWC responsibility for damages to Hawthorne Suites sidewalks, and to streets and alleys in Canyon Creek Village. MWC denies any liability, responsibility, or fault for any subsidence primarily on the basis that our water mains were built in open fields long before any streets, alleys, or sidewalks were constructed, and therefore the existence of our water mains and associated backfilled trenches were known and pre-existing conditions. Reference is made to the (i) Letter, dated December 13, 2010, by Mountain Water Company to the Director of Public Works for the City of Missoula, (ii) E-mail from Tom Poindexter dated October 16, 2010, (iii) Letter, dated September 20, 2010, from Garlington Lohn Robinson to the Director of Public Works at Missoula County and the Deputy County Attorney at the Missoula County Attorney's Office, (iv) Letter, dated July 29, 2010, from Missoula County to Mountain Water Company regarding Water main trench settlement, (v) Letter, dated June 30, 2010 from Mountain Water Company to

the Director of Public Works for the County of Missoula regarding water main settlement, (vi) Letter, dated June 17, 2010, from the Director of Public Works for the County of Missoula to Mountain Water Company, and (vii) Letter, dated March 3, 2003, by Mountain Water Company to the Missoula County Public Works Director regarding damages caused by water main trenches.

SCHEDULE 4.14

Tax Matters

Any impact of the prior treatment of advances by the Company and the Company Subsidiaries resulting from the Change in Accounting Method Election.

SCHEDULE 4.14(a)

Tax Filing Extensions

1. The Company filed for extensions for its 2009 federal and state income tax returns.
2. The Company will likely file for extensions for its 2010 federal and state income tax returns.

SCHEDULE 4.14(e)

Powers of Attorney Filed with Tax Authorities

1. The Company has granted a power of attorney and declaration of representative to allow Matt A. Peasley to represent the Company and the Company Subsidiaries before the IRS regarding tax matters.

SCHEDULE 4.14(j)

Disallowed Transactions

None.

SCHEDULE 4.14(k)

Installment Sale or Similar Transactions

None.

SCHEDULE 4.14(n)

Foreign Taxes; Personal Holding Company; Passive Foreign Investment Company

None.

SCHEDULE 4.14(o)

Real Property Tax from Merger

None.

SCHEDULE 4.15(a)**Non-Compliance**

1. Letter from State of Montana, dated March 5, 2009, to Mountain Water Company regarding Water Rights for Permits 76M 91259, Palmer Street Wells. The letter alleged that Mountain Water Company's production at the two Palmer Street Wells between 2002 and 2005 exceeded the permitted volume and provided that Mountain Water Company was limited to 800 ac ft annually from these two wells.
2. As part of Apple Valley's AQMD Inspection and the related Annual Air Quality Inspection report, Apple Valley was notified that four of its portable generators need to address the Portable ATCM requirements. Apple Valley filed a Statement of Compliance with the District and, based on correspondence in response to such Statement of Compliance, it is expected that these generators can be used through the year 2017. Below is information relating to the four portable generators discussed above:

Asset Number	Asset Description	Serial #	Job#	Acquisition year	Original cost	Depreciation	Current Book Value	
40039805	Gen-1	4ZR02685	41974202	1997	\$ 79,353.55	\$ 50,185.86	\$ 29,167.69	
40054627	Gen-2	4ZR04432	41986236	1998	\$ 74,070.58	\$ 46,170.66	\$ 27,899.92	
40054630	Gen-3	4ZR04433	41986594	1998	\$ 74,070.58	\$ 46,170.66	\$ 27,899.92	
40057282	Gen-7	2044675	41990036	1999	\$ 36,185.85	\$ 21,625.86	\$ 14,559.99	

SCHEDULE 4.15(b)

Permits

Consent of the Board of Supervisors for the County of Los Angeles is required pursuant to that certain Ordinance No. 2005-0077F.

SCHEDULE 4.15(c)

PUC Regulation

1. Park Water Company is regulated by the Public Utilities Commission of the State of California.
2. Apple Valley Ranchos Water Co. is regulated by the Public Utilities Commission of the State of California.
3. Mountain Water Company is regulated by the Public Services Commission of the State of Montana.

SCHEDULE 4.16(b)**Employees**

Title	LastName	FirstName	HireDate	Company	Note
Engineering Technician 2	Akopyan	Gary	25-Feb-04	01000	
Staff Accountant 2	Alvarez	Hilda	01-Nov-06	01000	
Executive Secretary	Amescua	Maria	16-Apr-79	01000	
Director of Human Resources	Armstrong	John	03-May-99	01000	
Senior Accountant 1	Castillo	Jessica	16-Jul-07	01000	
Tech Support 2	Ceja	Diana	15-Mar-07	01000	
Corp Chief Eng/Asst Vice Pres	Dalton	Richard	04-Apr-88	01000	
GIS Coordinator	Gutierrez	Aaron	23-Mar-05	01000	
Director of IT	Hora	Shaival	08-Aug-95	01000	
Director of Revenue Requirements	Jackson	Edward	30-Dec-92	01000	
Executive Vice President	Jordan	Leigh	10-Mar-86	01000	
Consulting Engineer Emeritus	Kearns	Henry	04-Jan-01	01000	PT
Programmer / Analyst	Keeler	Rex	02-Nov-92	01000	
Administrative Assistant 2	Kitchens	Karen	29-May-91	01000	
PC / Network Specialist	LaNuevo	Anthony	30-Aug-96	01000	
Director of Accounting	Lee	Lawrence	26-Apr-99	01000	
Vice President of Water Quality	Lynch	Gary	07-Mar-88	01000	
Enterprise Application Mgr	Martin	John	18-Jan-80	01000	
Sr Vice President & CFO	Martinet	Douglas	09-Mar-82	01000	
Mgr of Fin Reporting & Apps	Miller	Nancy	13-Feb-89	01000	
General Accounting Supervisor	Miller	Richard	23-Sep-96	01000	
Rate Analyst 2	Nguyen	Michelle	23-Jun-08	01000	
Benefits Administrator	Nunez	Sally	25-Oct-93	01000	
Programmer / Analyst	Patel	Kantilal	08-Aug-05	01000	
Co-CEO	Schilling	Christopher	22-Jun-09	01000	Contract, FT
Senior Network Specialist	Sittner	Jonathan	07-Jul-08	01000	
Rate Analyst 3	Thong	Tiffany	04-Aug-97	01000	
HR Generalist	Vazquez	Sharon	22-Dec-05	01000	
Vice President of Risk Management	Warner	David	02-Nov-92	01000	Contract, PT
President / Chairman of the Board	Wheeler	Henry	25-Jul-51	01000	
Assistant Secretary	Wheeler	Chayre	23-Dec-74	01000	
Sr Vice President- Administration	Young	Mary	12-Jul-93	01000	
P/T Temp Engineering Intern	Zadeh	Alborz	16-Jun-08	01000	Contract, PT
Administrative Assistant 2	Zimbalist	Ellen	10-Mar-08	01000	
Field Foreperson	Adams	Mike	26-Jun-74	01100	
Utility Serviceperson 3	Bevill	Thomas	04-Sep-90	01100	LOA
General Plant Assistant	Bojorquez	Jose	11-Feb-02	01100	

Control Center Operator 3	Booher	Robert	26-Aug-69	01100	
Asst VP / Division Superintendent	Brooks	Dennis	02-Oct-72	01100	
Sr VP / General Manager	Bruno	Jeanne-Marie	03-Apr-00	01100	
Associate Risk Manager	Christiancy	Harold	20-Sep-10	01100	
Utility Serviceperson 1	Cluck	Norman	13-Aug-90	01100	
Meter Reader 1	Contreras	Mathew	27-Aug-07	01100	
General Accounting Supervisor	Coons	Rosalba	22-Jun-81	01100	
Customer Service Rep 1	DeMatteis	Ali	18-Aug-08	01100	
Division Chief Engineer	Elliott	James	25-Jan-93	01100	
Meter Reader 1	Flores	Marc	20-Aug-07	01100	
Utility Serviceperson 1	Garcia	George	07-Nov-94	01100	
Customer Service Rep 2	Garcia	Erika	23-Oct-06	01100	
Auto Mechanic Assistant	Garcia	Lawrence	10-Dec-08	01100	
Meter Reader 1	Garcia	Jonathan	03-Feb-09	01100	
Senior Public Affairs Specialist	Glover	Jacqueline	10-Apr-89	01100	
Meter Reader 3	Gonzalez	Armando	06-Sep-05	01100	
Transportation Equip Foreperson	Hernandez	Elias	17-Oct-90	01100	
Customer Service Rep 2	Hernandez	Vanessa	07-May-01	01100	
Mgr of Cust Serv and Conservation	Heymer	Kathleen	15-Aug-90	01100	
Utility Serviceperson 1	Jauregui	Luis	29-Aug-01	01100	
Cross Connection Control Spec	Kim	Darith	06-Sep-88	01100	
Utility Serviceperson 1	Lacomba	Jose	30-Apr-87	01100	
Meter Reader Foreperson	Lance	Steven	05-Aug-74	01100	
Engineering Technician 3	MacDonald	Murdoch	03-Apr-78	01100	
Manager of Safety Services	Martinez	Arnold	10-Mar-08	01100	
Production Supervisor	Mason	Richard	03-Jul-06	01100	
Production Technician 2	Mayfield	Brian	30-Nov-05	01100	
Production Technician 3	Mendoza	Lorenzo	07-Nov-05	01100	
Administrative Assistant 1	Mendum	Lisa	01-Jul-96	01100	
Customer Service Rep 2	Morales	Silvia	06-May-96	01100	
Control Center Operator 3	Moss	Charles	26-Jun-91	01100	
Water Conservation Coordinator	Myers	Tammie	25-Mar-96	01100	
Staff Accountant 2	Nguyen	Chi-Minh	11-Jun-07	01100	
Meter Reader 3	Ortiz	Victor	02-Jan-03	01100	
Utility Serviceperson 1	Perez	Ezequiel	12-Feb-07	01100	
Civil Engineering Assistant 2	Rellosa	Janelle	03-Sep-01	01100	
General Plant Lead	Rodriguez	Daniel	03-Feb-92	01100	LOA
Control Center Operator 2	Samilton	Glenn	14-Jan-91	01100	
Utility Serviceperson 3	Sanchez	Marc	20-May-96	01100	
Production Foreperson	Seanez	Victor	06-Dec-95	01100	
Utility Serviceperson 2	Seja	Aaron	23-Jun-04	01100	

Control Center Operator 2	Serrano	Emilie	06-Mar-95	01100	
Utility Serviceperson 2	Smith	Saul	10-Apr-06	01100	
Customer Service Rep 2	Tinoco	Rosario	02-Feb-98	01100	
Utility Serviceperson 3	Tinoco	Leonard	04-Feb-86	01100	
Production Technician 2	Valverde	Frank	10-Oct-85	01100	
Utility Serviceperson 3	Vasquez	Michael	14-Aug-06	01100	
Field Foreperson	Williams	Michael	20-Oct-77	01100	LOA
Lead Customer Service Rep	Wilson	Maria	12-Mar-91	01100	
Field Operations Safety Liaison	Wheeler	Henry	01-Feb-78	01600	
Corporate Secretary	Wheeler-Lewis	Nyri	27-Apr-81	01600	
SICC	Arechiga	Ana	02-Oct-06	01900	
SICC	Salgado	Felix	01-Mar-95	01900	
SICC	Salgado	Sergio	16-Dec-99	01900	
Civil Engineer 2	Adams	Shanna	12-Oct-10	03100	
Utility Serviceperson 3	Barrett	Mark	22-May-89	03100	LOA
Meter Reader 3	Berry	Dalton	27-Jan-09	03100	
Customer Serv Rep 2 / Adm Asst 2	Best	Heather	12-Feb-07	03100	LOA
Superintendent-Mtrs,Dist,Warehous	Bowman	Dennis	16-Jan-92	03100	
Customer Service Rep 2	Datsopoulos	Kathryn	04-Feb-02	03100	
Meter Reader 3	Davis	Wayne	13-Aug-04	03100	
Utility Serviceperson 3	Dowell	Valarie	20-Nov-01	03100	
Control & Instrumentation Tech 2	Ellis	Jerry	05-Jun-89	03100	
Lead Utility Serviceperson	Frey	Gary	18-Sep-67	03100	
Lead Meter Reader	Gullickson	Greg	02-Feb-98	03100	
Engineering Technician 2	Hafar	Bradley	28-Apr-78	03100	
Human Resources & Office Admin	Halley	Michelle	01-Apr-91	03100	
Customer Service Supervisor	Harrison	Douglas	06-Sep-83	03100	
Utility Serviceperson 3	Heinz	Jack	20-Mar-78	03100	
VP / General Manager	Hiller	Arvid	09-Oct-69	03100	
Systems Administrator	Hodge	Josiah	27-Mar-02	03100	
Utility Serviceperson 3	Jensen	Clay	17-Jun-91	03100	
Dispatcher	Jones	Carla	30-Oct-00	03100	
Control & Instrumentation Tech 1	Kammerer	Micky	25-Apr-88	03100	
Co-CEO	Kappes	John	14-Nov-90	03100	
Engineering Technician 1	Lowery	Susan	20-Dec-97	03100	
Consulting Engineer	Lukasik	Gerald	19-Feb-80	03100	Contract, PT
Senior Accountant 1	Maes	Brenda	25-Oct-91	03100	
Utility Serviceperson 3	Martin	Jason	30-Oct-06	03100	
Customer Service Rep 2	McConaughy	Christine	04-Feb-91	03100	
Chief Engineer (Civil Engineer 3)	McInnis	Logan	01-May-06	03100	
Manager of Risk & Legal Services	Miller	Ross	30-Aug-10	03100	

Engineering Technician 2	Mitchell	Gary	16-Jul-74	03100	
Customer Service Rep 2	Newman	Beate	09-Oct-00	03100	
Customer Service Rep 2	Nichols	Maureen	08-May-92	03100	
Customer Service Tech Spec	Nogle	Cami	14-May-02	03100	
Superintendent-Service&Production	Ogle	Michael	01-Oct-79	03100	
Control & Instrumentation Tech 3	Schindler	Gerald	27-Mar-89	03100	
Senior Accountant 1	Servel	Carissa	20-Dec-04	03100	
Utility Serviceperson 2	Stephens	Douglas	21-Jul-05	03100	
Manager of Financial Services	Streeter	Sara	20-Apr-99	03100	
Manager of Safety Services	Tacke	Anthony	23-Sep-96	03100	Contract, PT
Utility Serviceperson 3	Thul	Joseph	18-Jan-97	03100	
Whse/Facilities/Fleet Maintenance	Tribble	Denise	01-Jul-91	03100	
Customer Service Rep 2	Wankier	Patricia	02-Aug-99	03100	
Cartographer / GIS Coordinator	Wicks	Jennifer	01-Sep-98	03100	PT
Utility Serviceperson 3	Willey	Michael	26-Nov-90	03100	
Administrative Assistant 2	Willoughby	Loretta	13-Nov-00	03100	
Civil Engineering Assistant 2	Yonce	Angela	10-Apr-00	03100	
Utility Serviceperson 3	Yonce	Craig	06-Jun-01	03100	
Cross Connection Control Spec	Ambrose	Adam	02-Feb-06	04100	
Conservation Representative	Armenta	Norma	15-Apr-07	04100	
Customer Service Rep 2	Arredondo	Gracie	29-Sep-08	04100	
Superintendent of Operations	Bender	Gerald	14-Mar-83	04100	
General Accounting Supervisor	Bennett	Colleen	15-Oct-07	04100	
Control & Instrumentation Tech 2	Beppu	Mark	18-Nov-96	04100	
Production Technician 2	Best	Daniel	30-Mar-09	04100	
Production Technician 3	Caudell	Jeremy	21-Jan-07	04100	
Production Technician 3	Cinko	Mike	24-Aug-93	04100	
Safety Coordinator	Cook	Michael	27-Jun-83	04100	
Meter Reader 2	Davidson	Shay	11-Dec-05	04100	
Meter Reader 1	De La Torre	Elias	11-Oct-10	04100	
Administrative Assistant 2	Dettorre	Tawnie	09-Sep-10	04100	Contract, FT
Field Foreperson	Fortin	David	11-Mar-83	04100	
Fixed Asset Analyst 2	Garcia	Maria	08-Dec-03	04100	
Meter Reader 3	Griego	Ray	30-Jan-96	04100	
Staff Accountant 2	Hammond	Deanna	26-May-98	04100	
Utility Serviceperson 3	Holley	Brett	19-Oct-04	04100	
Staff Accountant 1	Jerez	Patricia	15-Mar-10	04100	
Production Technician 3	Keith	Brian	22-Dec-97	04100	
Production Supervisor	Kinnard	Jeffery	24-Jul-87	04100	
Assistant General Manager	Lamson	Reginald	30-Nov-10	04100	
Customer Service Rep 1	Lara	Esmeralda	22-Dec-08	04100	

Utility Serviceperson 2	Lemon	Matthew	07-Apr-08	04100	
Utility Serviceperson 3	Lent	Michael	09-Mar-93	04100	
Fixed Asset Analyst 1	McCurdy	Melissa	29-Jan-07	04100	LOA
Civil Engineering Assistant 2	Miles	Gregory	21-Apr-08	04100	
Utility Serviceperson 2	Moses	Jayson	21-Sep-06	04100	
Administrative Assistant / HR	Nielsen	Patricia	29-Apr-95	04100	LOA
Dispatcher	Phillips	Kevin	26-Mar-90	04100	
Meter Reader Foreperson	Reese	Michael	30-Jan-85	04100	
Tech Support 2	Santos	Kenneth	07-Feb-05	04100	
Utility Serviceperson 3	Searls	Dennis	30-Dec-91	04100	
Administrative Assistant / HR	Seney	Jill	17-Oct-05	04100	LOA
Asset Management Supervisor	Simmons	Sandra	23-May-94	04100	LOA
Customer Service Rep 2	Story	Elizabeth	14-Nov-05	04100	
Whse/Facilities/Fleet Maintenance	Sweet	Gary	14-Jan-80	04100	
Lead Customer Service Rep	Vogel	Rhonda	21-May-87	04100	
Utility Serviceperson 3	Vogel	Randy	06-Mar-90	04100	
Utility Serviceperson 3	Walker	Bryan	27-Jan-05	04100	
Utility Serviceperson 3	Warren	Douglas	17-May-99	04100	
Administrative Assistant 2	Warren	Linda	30-Aug-99	04100	
VP / General Manager	Weldy	Scott	24-Feb-97	04100	
Customer Service Supervisor	Wigley	Catherine	22-Aug-96	04100	

Key to Company Codes

01000 = Corporate (California)

01100 = Central Basin (Park - California)

01600 = Non Utility (California)

01900 = SICC (California)

03100 = Mountain Water (Montana)

04100 = Apple Valley Ranchos (California)

PT = part time

LOA = on Leave of Absence

No employee, other than Christopher Schilling as set forth in the Employment Agreement disclosed above, has executed or delivered any (A) Contract providing for the nondisclosure by such Person of any confidential information of the Company, (B) Contract providing for the assignment or license by such Person to the Company of any Intellectual Property, (C) Contract preventing such Person from competing with the Company during or following termination of employment, (D) Contract preventing such Person from soliciting and hiring employees of the Company during or following termination of employment or (E) Contract preventing such Person from soliciting and servicing any customers of the Company.

SCHEDULE 4.17(a)

Company Employee Plans

Reference is made to the Employee Benefit Plans listed under item (ii)(3) on Schedule 4.11.

SCHEDULE 4.17(c)

Certain Company Employee Plans

Defined Benefit Retirement Plan - Retirement Plan of Park Water Company, as amended and restated on January 1, 2001.

SCHEDULE 4.17(e)

Certain Post-Termination Benefits

1. Employment Agreement, dated March 4, 2009, between the Company and Christopher Schilling.
2. Defined Benefit Retirement Plan - Retirement Plan of Park Water Company, as amended and restated on January 1, 2001.
3. Post-Retirement Benefits – For employees hired before May 3, 2005, qualified employees continue to receive group health, vision, dental and life insurance benefits.
4. Split Dollar Life Insurance – insurance policy for some active and some retired employees (currently closed to new employees/additions).
5. 401(h) accounts under the Retirement Plan for the Employees of the Company.

SCHEDULE 4.17(f)

Accelerated Payments

1. Employment Agreement, dated March 4, 2009, between the Company and Christopher Schilling.

SCHEDULE 4.17(j)**COBRA; HIPAA; Welfare Plan Funding; Maintenance**

The retiree health benefits under the Park Water Company Employee Benefit Plan are funded, in part, through the Park Water Company Voluntary Employee Beneficiary Association Trust.

The Park Water Company cafeteria plan, which provides for FSA (flexible spending accounts) for healthcare and dependent care, is self-insured. ADP (a third party vendor) administers the cafeteria plan.

Although the actual benefits provided under the Park Water Company Employee Benefit Plan are fully insured, the retiree health benefits under the Plan are funded, in part, through the Park Water Company Voluntary Employee Beneficiary Association Trust and the Retirement Plan for Employees of Park Water Company.

SCHEDULE 4.18

Affiliated Transactions

1. Reference is made to each item listed under the heading "Related Party Obligations" on Schedule 4.2(c).
2. Reference is made to the Amended and Restated 7.38% Unsecured Notes on Schedule 4.2(c).
3. Lease Agreement to be entered into between the Company and Henry H. Wheeler, Jr. for the lease of storage facilities.

SCHEDULE 4.19

Environmental Matters

None, other than as previously disclosed to Buyer in writing on the day prior to the date of the Agreement.

SCHEDULE 4.20

Water Standard Compliance and Water Rights

1. MWC's water rights with Priority Dates prior to July 1, 1973 are considered "Preliminary", in that they have been adjudicated in "Temporary Preliminary Decrees", and the "Final Decrees" for these rights have not yet been entered by the court. MWC's water rights with Priority Dates on or after July 1, 1973 are considered "Provisional" in that they are issued as "Provisional Permits," and remain subject to final determination.
2. Deficiency Letter, dated October 25, 2010, received by Mountain Water Company from the Department of Natural Resources for the State of Montana regarding deficiencies in the Combined Applications 76H-30048900 and 76H-3004890 (the applications relating to the Twite Maloney development).

SCHEDULE 4.23

Brokerage Commissions

None.

SCHEDULE 5.3

Buyer and Merger Sub Filings/Consents

None.

SCHEDULE 5.6

Buyer and Merger Sub Pending Actions

None.

SCHEDULE 5.7

Buyer and Merger Brokerage Commissions

None.

SCHEDULE 6.1

Conduct of Business by Company

1. The Company intends to continue using its existing line of credits for ordinary course operations.
2. The Company intends to enter into the Proposition 50 Funding Agreement for Park Water Company's Project Number P50-1910161-021(Lynwood Water System)
3. The Company is currently recruiting and will hire a Central Basin Communication Center Operator.

SCHEDULE 6.4

Required Consents

1. Authorization of the Public Utilities Commission of the State of California.
2. With respect to the Montana Public Service Commission, either (a) a disclaimer of jurisdiction with respect to the Merger or (b) approval of the Merger.
3. Consent of Bank of America, N.A. pursuant to Section 6 of the BOA Agreement.
4. Application requirements, including notice and consent under the Indenture in connection with the First Mortgage Bonds.
5. Consent of the Board of Supervisors for the County of Los Angeles is required pursuant to that certain Ordinance No. 2005-0077F.
6. Notice to be provided to U.S. Bank pursuant to the U.S. Bank Agreement.

SCHEDULE 7.6(b)

Termination of Related-Party Contracts

1. Except as listed in Items 2 and 3 of this Schedule 7.6(b), all items listed on Schedule 4.2(c) under the heading "Related Party Obligations" will be settled by the Company in cash and terminated.
2. Each of the Amended and Restated 7.38% Unsecured Notes listed on Schedule 4.2(c) will remain outstanding and will be paid in accordance with their respective terms.
3. Each Promissory Note listed in items 1-5 on Schedule 4.8(e) shall remain outstanding and will be paid in accordance with their respective terms (to the extent that such obligations do not mature in accordance with their terms prior to the Effective Time).

SCHEDULE 8.1(g)

Governmental Consents/Approvals

1. Authorization of the Public Utilities Commission of the State of California.
2. With respect to the Montana Public Service Commission, either (a) a disclaimer of jurisdiction with respect to the Merger or (b) approval of the Merger.
3. Consent of the LA County Board of Supervisors pursuant to Ordinance No. 2005-0077F.

SCHEDULE 8.1(h)

Other Consents

1. Consent of Bank of America, N.A. pursuant to Section 6 of the BOA Agreement.
2. Application requirements, including notice and consent under the Indenture in connection with the First Mortgage Bonds.

SCHEDULE 8.1(m)

Opinion of Company Montana Counsel

[See attached]

Schedule 8.1(m)

**MATTERS TO BE COVERED IN OPINION OF MONTANA COUNSEL
TO THE COMPANY**

1. Neither the execution and delivery by the Company of the Agreement and Plan of Merger nor the consummation of the Merger results in a breach of or a default under any of the agreements or documents listed on Annex A hereto.

ANNEX A

1. Stand-Alone Revolving Note and Business Security Agreement, dated November 2, 2006, between Mountain Water Company and U.S. Bank, N.A., as amended.
2. Loan Agreement, dated as of February 5, 2010, by and between Mountain Water Company and Department of Natural Resources and Conservation of the State of Montana.

SCHEDULE 8.1(n)
Opinion of Company Counsel

[See attached]

Schedule 8.1(n)**MATTERS TO BE COVERED IN OPINION OF COUNSEL
TO THE COMPANY**

1. The Company is a corporation under the California Law, is validly existing and has the corporate power and authority to execute the Transaction Documents. Based on certificates from public officials, we confirm that the Company is in good standing under the laws of the State of California.

2. Each of the Transaction Documents to which the Company is a party has been duly authorized, executed and delivered by the Company. The Company has the corporate power to execute and to deliver, and to perform its obligations under, each Transaction Document to which it is a party; has taken all necessary corporate action to authorize the execution and delivery of, and the performance of its obligations under each Transaction Document to which it is a party, and has duly executed and delivered each Transaction document to which it is a party.

3. Each of the Transaction Documents to which the Company is a party, subject to the limitation in the following clause, is a valid and binding obligation of the Company enforceable against the Company in accordance with its terms; provided, however, that our opinion as to enforceability is limited to the Agreement and Plan of Merger, the Escrow Agreement, the Guarantee and the Agreement of Merger.

4. Neither the execution and delivery by the Company of the Agreement and Plan of Merger nor the consummation of the Merger:

(a) violates the provisions of the Company's Articles of Incorporation or Bylaws;

(b) results in a breach of or a default under any of the agreements or documents listed on Annex A hereto;

(c) violates any federal or State of California law, statute, rule or regulation, applicable to the Company; or

(d) requires any consents, approvals, or authorizations to be obtained by the Company from, or any registrations, declarations, applications or filings to be made by the Company with, any governmental entity, under any federal or State of California statute, rule or regulation applicable to the Company, except for the requirements of the HSR Act, the application to and approval by the California Public Utilities Commission of the transactions contemplated by the Agreement and Plan of Merger and the filing of the Agreement of Merger with the California Secretary of State.¹

5. Based solely on the results of inquiries of Fulbright & Jaworski LLP attorneys who had rendered legal services to the Company between January 1, 2010 and the Effective Time, we

¹ The opinion will clarify that matters of municipal law or the laws of any local (i.e., non-state) agencies are not covered by the opinion.

confirm that, as of the Effective Time, Fulbright & Jaworski LLP was not representing the Company in any pending litigation in which it is a named defendant.

ANNEX A

1. Amended and Restated Stock Purchase Agreement of Park Water Company, dated November 2, 2002.
2. Ordinance No. 404 of the City Council of the City of Artesia granting to Park Water Company, its successors and assigns, a franchise to lay and use, for transmitting and distributing water for any and all purposes, pipelines and other facilities, in, along, across, upon and under the public streets, ways, alleys and places within the City of Artesia.
3. Ordinance No. 1180 of the County of San Bernardino, State of California, granting a franchise to Apple Valley Ranchos Water Company to lay, construct, operate, maintain, use, repair, replace and/or remove a system of conduits, mains, pipelines and appurtenances in, under, upon, along and across the public streets, highways and public spaces of said County.
4. Ordinance No. 13 of the Town Council of the Town of Apple Valley, California, granting to Apple Valley Ranchos Water Company, a California corporation, its successors and assign, the right, privilege and franchise to use and to construct and use, for any and all purposes, pipelines, services, fire services, fire hydrants, wells, reservoirs, and appurtenances, including communication circuits necessary or proper therefor, in, along, across, upon, over and under the public streets, ways, alleys and places with the Town of Apple Valley.
5. Purchase Agreement for Imported Water to be Provided by Central Basin Municipal Water District, between Central Basin Municipal Water District as Seller and Park Water Company as Purchaser, dated as of January 1, 2008.
6. Yearly Lease Water Right License and Agreement Central Basin, dated June 26, 2009, between Coast Packing Company and Park Water Company.
7. Lease Agreement between California Water Service Company and Park Water Company, dated June 2009.
8. Water Supply and Surplus Water Contract, dated as of July 12, 1994, by and among Jess Ranch Water Company, a California corporation, Park Water Company, a California corporation, Jess Ranch Utilities, Inc., a California corporation, and Apple Valley Ranchos Water Company, a California corporation.
9. Services Agreement No. C2181 between Central Basin Municipal Water District and Park Water Company for the Operation and Maintenance of the Central Basin Century Recycled Water Distribution System, dated July 1, 2009.

SCHEDULE 11.2

Permitted Liens

1. Restrictions placed on the Company's and the Company Subsidiary's assets by each applicable Regulatory Agency, including the restriction placed by PUC's in connection with any disposition of assets.
2. Restrictions under the Franchise Agreements listed on Schedule 4.11.
3. Liens arising under the Indebtedness listed on Schedule 4.2(c).

Mountain Water Company System Overview

September 2009



Mountain Water Company

1345 West Broadway

Missoula, MT 59802

(406) 721-5570

www.mtnwater.com

This System Overview is an informational summary of the current and projected water system and is to be used as an internal reference only.

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Chapter 1

Introduction

Water System Historical Development

1. Who We Are

The first water system in Missoula started from humble, but effective beginnings. It began with a Native American named "One-Eyed Riley" and his friend hauling water out of Rattlesnake Creek in a donkey cart in the 1860's. In 1871, the first actual system began with log pipes and wooden mains. The Missoula Mercantile bought the system and added an electrical plant. The Rattlesnake Intake Dam was built in 1901 with a settling basin capacity of 3 million gallons. In 1906 the system became Missoula Light and Water and kept that name until it was purchased by Montana Power Company (MPC) in 1930. The Creek supply provided water to the entire company customer base until 1935, when five wells were added to augment fall and summer demands. The Rattlesnake watershed was used until 1983, when a Giardia problem arose and its use was discontinued. It is still maintained as an emergency back-up water supply and is considered used at eight different wellheads as additional points of diversion. It is also being studied for reintroduction as a potable water supply through treatment. In 1979, MPC created Mountain Water Company (MWC). Park Water Company (PWC) purchased MWC from MPC in 1979. Now, a subsidiary of PWC, MWC is an investor-owned utility regulated by the Montana Public Service Commission (PSC).

The foundation of our company is built on long-term, mutually beneficial relationships, established Guiding Principles and Leadership Constants. As a water utility, we are committed to **Safety**: *protecting all stakeholders in the company and community, and maintaining a quality environment*; to **Customer Service**: *providing reliable, quality water service, meeting or exceeding set standards, at a reasonable price*; and to **Our Community**: *being a positive civic member recognizing and supporting the attributes that enhance the quality of life*.

We are dedicated to *Creating a quality workplace where we have the opportunity for lifelong learning; anticipating and preparing for changes in our business environment; and integrating proven technologies that assist in real-time system control, information management, and prospective analysis*.

This System Overview is an informational summary of the current and projected water system and is to be used as an internal reference only. Current and detailed information about the water system should be accessed through each individual department.

2. The Missoula Aquifer

The Missoula Aquifer, MWC's primary source of water, is a prolific groundwater source, yielding as high as 7,000 gallons per minute (gpm) in high production wells. The aquifer has very high hydraulic conductivities in select portions of the valley. While the Missoula Aquifer is an abundant and high quality source of water, urban and suburban development throughout the Missoula Valley presents certain risks to its quality. The coarse gravel that makes up the unsaturated and saturated portions of the geologic material filling the valley offers little filtering and retention capacity for contaminants. Both accidental releases and purposeful discharges of chemicals, sanitary wastewater, and storm water can and will impact the water quality in portions of the Missoula Valley.

3. Geography

Regional topography to the northwest and northeast of the MWC service area consists of rolling hills and mountains reaching approximately 8,500 feet in elevation. The topography to the southwest and southeast is characterized by a broad river valley. The MWC service area lies at the eastern edge of a west-southwest trending intermontane basin called the Missoula Valley. The elevation of the MWC service area ranges from 3,114 feet to 4,711 feet.

Figure 1 on page 6, identifies the Missoula Valley Topography and Hydrologic Features.

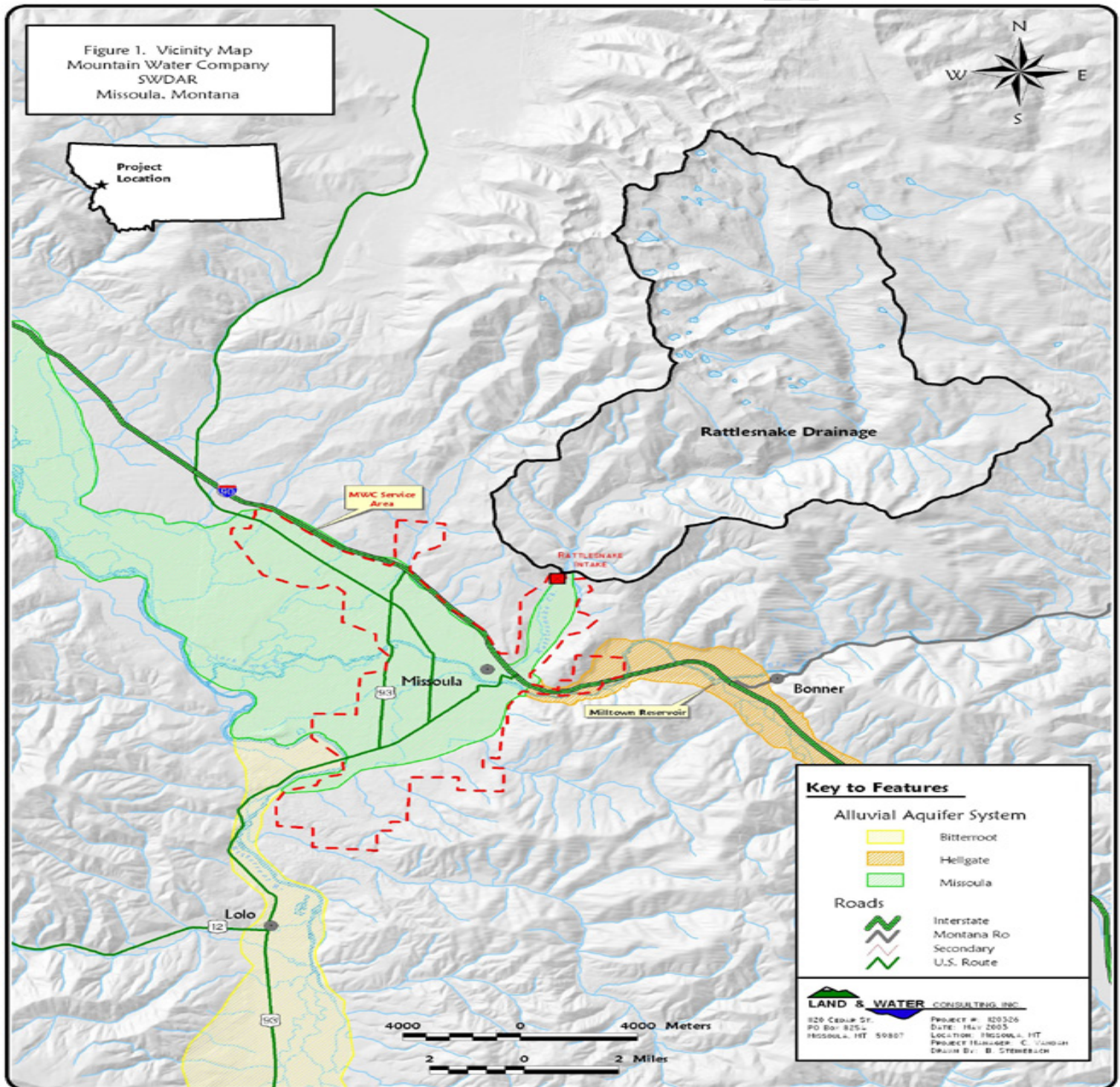
The surrounding mountains are composed of Precambrian-age bedrock that extends below the Missoula Valley, forming a large bowl-shaped structure thousands of feet below the valley floor. The bowl-shaped structure is filled with fine sediments 1,000 to 2,000 feet thick. Overlying the fine sediments is a relatively thin (approximately 100 to 200 feet thick) layer of alluvial material composed of coarse sand, gravels and boulders. This upper geologic layer, known as the Missoula Aquifer, is the primary source of MWC well water.

4. Customer Base

Missoula County has a population of approximately 107,000 people. The county seat is the City of Missoula, with a population greater than 64,000 people. The MWC service area encompasses approximately 32 square miles and includes a population of 66,000 people. **Table 1** on page 6, provides a population summary for Missoula County, the City of Missoula and the MWC service area and population changes since 1990. **Table 2** on page 7, shows that at the end of 2004 MWC provided water to an estimated 18,500 residential and 3,400 commercial accounts.

Table 1 *Regional Population Summary*¹ ¹ US Census Bureau, 2002 ² Hydrometrics, 1992

Area	1990	2008	% change
Missoula County	78,687 ¹	95,802 ¹	+18
City of Missoula	48,580 ¹	57,053 ¹	+15
MWC Service Area	50,000 ²	61,020	+19

Figure 1.

Future growth in the Missoula Valley is expected to occur in sparsely developed areas outside the City limits, with small amounts of infill occurring in the developed areas. Demand on the water system will be the result of future development west of the City and in existing developments that have previously relied upon individual wells.

Table 2 *Number and Classification of Customers in the Year 2008*

Classification	Metered First of Year	Unmetered First of Year	Total First of Year	Metered Close of Year	Unmetered Close of Year	Total Close of Year	Increase or Decrease
Residential	12,867	5,409	18,276	13,256	5,211	18,467	191
Commercial	3,174	148	3,322	3,225	142	3,367	45
Industrial	1	0	1	1	0	1	0
*Fire Hydrants	0	1,174	1,174	0	0	0	(1,174)
Governmental	65	40	105	65	40	105	0
All Other	552	458	1,010	572	504	1,076	66
Total	16,659	7,229	23,888	17,119	5,897	23,016	(872)

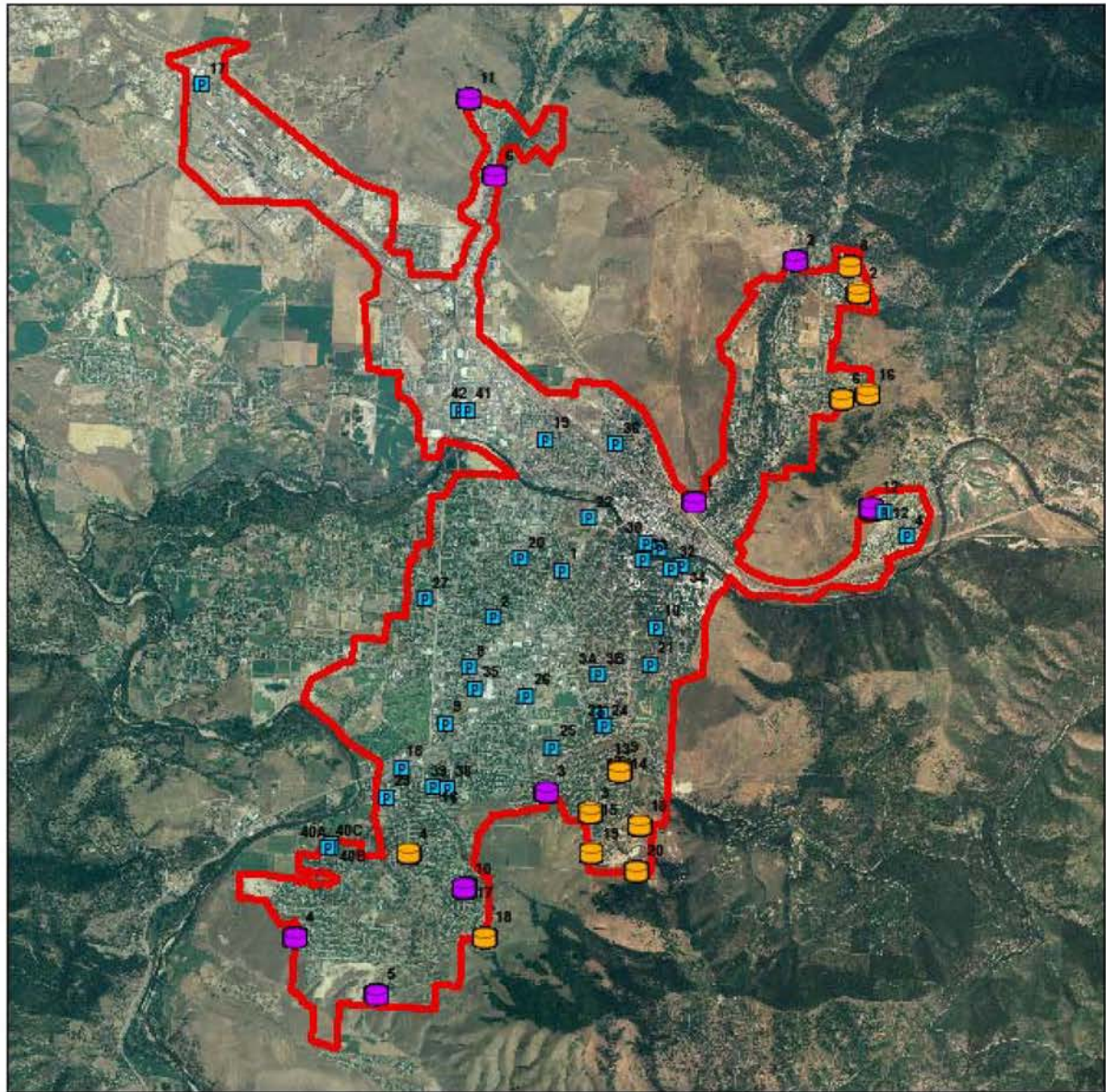
* Fire Hydrants are shown for system analysis purposes and are not counted as individual customers.

5. Water Supply System

MWC had 18,467 residential connections and 4,545 commercial/other connections for non-irrigation water use as of November 2008. Water is currently provided to approximately 66,000 people for residential use. Water is provided via 35 active public water supply wells (**Figure 2** on page 8).

Table 3 shown on page 9 lists the 35 active MWC wells, along with elevation and flow rate information. Thirteen water storage tanks and nine reservoirs provide nearly nine million gallons of water holding capacity for the MWC public supply system.

Figure 2. MWC Reservoirs, Tanks and Wells



Mountain Water Company
Reservoirs, Tanks & Wells



Legend

-  Well
-  Reservoir
-  Tank
-  Service Boundary

Mountain Water Company System Overview—Public © 2007-2009 Mountain Water Company.
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Table 3 WELL PUMPING & WATER LEVEL DATA

MWC WELL NO	WELL NAME	ELEVATION (ft)	TOTAL DEPTH (ft)	FLOW RATE (gpm)	HORSE POWER
1	S 6TH ST W	3197.1	122	970	100
10	HILDA AVE	3213.3	146	950	100
11	AGNES AVE	3198.2	118	1278	100
12	E MSLA # 2	3264.4	107	565	50
13	MOUNTAINVIEW	3386.8	127	920	60
17	MOMONT	3232.6	360	920	125
18	G HARRETT ST	3160.1	105	550	100
19	N RUSSELL	3193.2	110	1163	100
2	S 14TH ST W	3178.6	90	1022	100
20	CATLIN ST	3179.6	143	1232	100
21	E CENTRAL	3208.8	137	1111	100
22	INTERMOUNTAIN	3177	92	1075	100
23	PATTEE CREEK 25 HP	3198.6	116	130	25
24	PATTEE CREEK 50 HP	3199.5	120	313	50
25	STEPHENS AVE	3185.6	146	???	100
26	BENTON AVE	3182.4	125	1050	100
27	26TH AVE	3172.2	125	489	50
29	ORCHARD AVE	3152.1	136	977	100
30	BANK ST	3183.5	158	3665	300
31	KIWANIS ST	3187.9	135	3400	300
32	ARTHUR AVE	3206.6	139	3716	300
33	GERALD AVE	3202.5	147	3643	300
34	MAURICE AVE	3198	134	5500	300
35	SOUTHGATE MALL	3174.8	145	1750	300
38	23RD ST #1 EAST	3162.7	125	1606	300
39	23RD ST #2 WEST	3162.7	125	1704	300
3A	SOUTH AVE 100 HP	3197	116	1321	100
3B	SOUTH AVE 200 HP	3197	192	2217	200
4	E MSLA #1	3262.6	86	545	50
40A	LINDA VISTA #1EAST	3154	105	198	25
40B	LINDA VISTA #2 NORTH	3154	118	193	25
40C	LINDA VISTA #3 WEST	3154	210	210	25
41	M.W.W. #1 EAST	3135.5	218	1145	100
42	M.W.W. #2 WEST	3135.5	171	1172	100
8	SCHILLING ST	3171.8	117	???	100
9	DIXON AVE	3165.8	132	1000	100
				Flow Rate Total 52,905	

* PUMPING DATA UPDATED 8/2009

Table 4 STORAGE INFORMATION

RES. #	RESERVOIR NAME	RES. CAPACITY (Gals.)	RES. ELEV. (Ft.)	RES. HEIGHT (ft.)	SYSTEM ZONE	RESERVOIR TYPE
R1	RES 1	1,000,000	3,391.7	16.0	1	CONCRETE
R2	RES 2	1,000,000	3,519.3	24.0	2	CONCRETE
R3	RES 3	3,000,000	3,377.1	30.0	3	CONCRETE
R10	SKYVIEW TANK	1,000,000	3,604.7	26.0	4	CONCRETE
R11	MSLA W.W. 1	550,000	3,350.4	16.0	5	CONCRETE
R4	TWITE 85,000	85,000	3,403.0	16.0	6	CONCRETE
R5	TWITE 500000	500,000	3,610.9	24.0	7	CONCRETE
R6	MSLA W.W. 2	150,000	3,710.5	16.0	8	CONCRETE
R13	HIGHPARK	600,000	3,565.2	20.0	10	CONCRETE
T1	EAST MISSOULA	50,000	3,427.5	16.0	9	STEEL
R12	EAST MISSOULA	200,000	3,417.5	24.0	9	CONCRETE
T15	HIGH PARK	85,000	3,565.2	16.0	10	STEEL
T16	LINCOLN HILLS #6	41,000	3,877.5	16.0	11	STEEL
T18	HILLVIEW	200,000	3,850.8	29.0	12	STEEL
T19	UPPER FARVIEWS	400,000	3,775.7	16.0	13	STEEL
T2	ELK RIDGE	400,000	3,690.0	16.0	14	STEEL
T20	MANSION HEIGHTS	220,000	4,175.5	16.0	15	STEEL
T4	Gharrett Tank	105,000	3,361.4	20.0	16	STEEL
T6	LINCOLN HILLS	35,000	3,612.9	48.0	17	STEEL
T8	UPPER ELK RIDGE	22,000	3,904.2	8.0	18	STEEL
T9	FARVIEWS TOTAL	120,000	3,484.1	10.0	19	STEEL & CONCRETE
Total Storage		9,763,000				

6. Ownership

As discussed earlier, the history of ownership of the water system serving Missoula is relatively simple. From the 1860s to 1930, local interests owned it. In 1930 the state's largest utility, Montana Power Company (MPC), purchased it primarily to expand its electrical service area. MPC then created MWC as a wholly owned subsidiary in early 1979. Park Water Company (PWC) then did a stock purchase of MWC from MPC in July of 1979, with a subsequent transfer of employees, including the Water Superintendent, on September 14, 1979. A number of the former MPC Water Division employees, became the staff of MWC in 1979. The West Broadway office was established in 1980. MWC is the City's water utility. It has purchased several private water companies within its service area; e.g. Clark Fork, Linda Vista,

and Missoula Water Works, and it has worked with developers to incorporate their projects into the water system.

MWC recognizes the importance of protecting existing customers from funding system growth from which they receive no benefit. Working within the PSC rules, it has constructed water system facilities paid for by others under Advanced Contracts and Contributions. The advanced contracts are used by developers (individuals could also use this type of contract) to construct water system facilities that both supply their development and enhance the existing water system. Contribution contracts pay for water system improvements that benefit only the contributor.

B. System Objectives

1. Existing Water System

As described earlier, the unique setting of Missoula (in a huge bowl overlying a wonderful ancient lake bottom still full of ground water) provides the ideal source for abundant, high quality, potable water. This water basin is recharged (kept full) with inflow from the two major rivers that “run through” Missoula and from Rattlesnake Creek.

Most of the Missoula customers are located near the valley floor on either side of the Clark Fork River. The north and south zones contain nearly all of the wells that supply our customers in Missoula. East Missoula is served primarily by two wells located below the storage reservoirs on Mt. Jumbo and near the center of that service area. A water supply line from the north zone and a booster pump station also serve the area at times of high water demand.

Customers in the Rattlesnake are in smaller, higher elevation water zones that receive their supply from booster pump stations that lift water from the north zone into various storage tanks and reservoirs located on the hills within the Rattlesnake valley. Customers on the south side of the Clark Fork River and in the South Hills, Clark Fork Addition and Linda Vista are supplied south zone water from booster pump stations that lift water from the south zone well supply to hillside storage tanks and reservoirs above their neighborhoods. Large cross-valley water transmission mains move high volumes of water back and forth in the north zone between East Missoula and the industrial areas near the airport. Large mains in the south zone move water from the University to Linda Vista and Fort Missoula. Water pressure in all water system zones allow most customers to receive water in the 60 to 80 psi range. Emergency generators powered with diesel engines are available to supply power to both well and booster pumps to keep our customers in water, even when normal electric service is temporarily interrupted.

2. System Growth and Supply Development

Missoula's population has grown at a constant rate the last few years. MWC's service area population has been growing as shown on page 7 at a rate approaching 2% per year: 50,000 in 1990 to 61,020 in 2000 and to 67,000 in 2007. Future growth is expected to continue at nearly the 2% rate. Population in the service area could reach 72,000 by 2010. Currently, there are approximately 23,000 service connections which could grow to nearly 24,400 by 2010. Current water demand, average day demand (ADD), per customer is approximately 0.78 gallons per minute (gpm) or 1,100 gallons per day. 22,000 customers would therefore demand 17,200 gpm. By 2010 the daily customer demand would increase to 19,100 gpm. The primary source of water for our customers in 2010 is anticipated to be water wells, as is now the case. Our wells will need to supply not only the ADD, but also must have capacity to fill the hot summer day demand in conjunction with a major fire. This will require the wells to supply twice the ADD plus 3,500 gpm fire flow or 41,700 gpm. The current MWC total well output capacity is 52,000 gpm.

Water use is not the only factor that must be considered in discussing system growth. Planning must encompass where the water is to be delivered. Current trends indicate that major growth will occur south of the Airport and west to the Wye area. Major industrial and commercial growth could occur between the Airport and I-90. Growth east of East Missoula is also anticipated, as is fill-in growth in Missoula and up the Rattlesnake. Undeveloped portions of the hills south of Missoula and southwest to Lolo are areas expected to develop and be served by MWC.

Water wells will remain the short-term future water source. Very high quality water can be found in the north and south basins along the Clark Fork River. Rattlesnake Creek surface water is still maintained as an emergency back-up water supply and is also considered used at eight different wellheads as additional points of diversion.

MWC is engaged in ongoing research to find cost effective treatment methods for Rattlesnake Creek. Test wells have been drilled along the Bitterroot River that show wells near that source are viable.

3. Water Quality Maintenance

The community of Missoula is situated over an aquifer that contains water of excellent quality. Wells pumping from the underground aquifer supply MWC customers with their daily water demands. MWC must vigorously protect this source of supply. Water from each well is treated by a chlorine-treatment injection pump at the well prior to distribution. MWC has a very active water quality-monitoring program. It schedules the collection of samples to meet all requirements of the Federal Safe Drinking Water Act as well as the local requirement of the Montana Department of Environmental Quality (DEQ). It has an active backflow prevention program and is proactive in the community promoting water quality protection programs.

As noted earlier, the Clark Fork River flows through the MWC service area and helps recharge the groundwater basin. Water quality of the river is of great concern to MWC. The Milltown Dam, built at the confluence of the Clark Fork and Blackfoot Rivers in 1907, acts as a repository for sediment and mining wastes. Unfortunately these mining sediments from upstream activities have caused the formation of a groundwater arsenic plume that impacted the Milltown drinking water supply.

EPA has been in the process of developing a program to protect the Missoula groundwater basin since 1983. EPA released its ROD in December of 2004, a Consent Decree was entered in the Federal Register in August of 2005 became legally binding upon the parties in March 2006.

Cleanup work began in 2007 and the sediment removal phase of the work is anticipated to be completed in September 2009. While short term arsenic spikes occurred during spring flows, they were short lived and arsenic concentrations quickly returned to historic low levels. Some local experts and downstream stakeholders have expressed lingering concerns over the large quantity of contaminated sediments that have been dispersed throughout the Clark Fork channel from Missoula to the next downstream dam at Thompson Falls, far in excess of model predictions. EPA has downplayed the significance of the sediment releases and claims that the concentrations are within acceptable levels for recreational purposes.

Restoration and redevelopment of the site is anticipated to continue through 2011.

Chapter 2

Existing Water System

A. Existing Water System

1. Overview

Missoula is set in a huge bowl overlying a wonderful ancient lake bottom still full of ground water that provides the ideal source for abundant, high quality, potable water. This abundance of high quality water from domestic wells has allowed the Missoula area to grow with little thought of water scarcity or the major cost of water treatment.

Well water is now the only source used by MWC to supply the water demands of its Missoula area customers. MWC takes its duty to protect the community's sources of well water very seriously. Water quality monitoring is a continuous process that is accomplished every day. MWC has been proactive in monitoring and protecting the ground water basin. Backflow prevention and source water protection programs are carried out as daily assignments.

Water delivery by MWC is accomplished through a series of transmission and distribution pipelines that receive their water from an integrated complex of wells, storage tanks, booster pump stations and pressure reducing stations. The system has been designed and is operated to provide each customer with the volume of water demanded at adequate pressure as required by DEQ. In addition, water is made available for fire fighting. Irrigation water is also supplied as a separate demand when customers so choose.

MWC uses a variety of tools and methodology to maintain and operate the water system. Instant communication between operating facilities and system operators allows control of the efficient delivery of water to customers. MWC's Supervisory Control And Data Acquisition system (SCADA) is used not only for daily operation, but also for providing historical data useful in improving operating procedures. The Customer Information System (CIS), the Geographical Information System (GIS), the Geographical Positioning System (GPS), the Automated Meter Reading system (AMR), the Automated Computer Drafting system (Auto Cad), the Hydraulic Analysis system (HA), the Leak Detection system and the Fire Flow Operation and Analysis system each provides historical and current data used to more effectively design and operate the water system.

2. System Service Areas

As mentioned earlier, Missoula customers are located on either side of the Clark Fork River. Three major service areas: the north zone, the south zone and East Missoula contain wells that supply MWC customers. The North and South zones are tied together with three large mains crossing the river. East Missoula is served by two wells located near the center of that service area. A water line from the north zone supplies a booster pump station that lifts additional water into East Missoula at times of high water demand.

The north zone supplies all customers located north of the Clark Fork River. Customers in the Rattlesnake are in smaller, higher elevation water zones receiving their supply from booster pump stations that lift water from the north zone into storage tanks and reservoirs located on hills within the Rattlesnake valley. Large cross-valley water transmission mains move high volumes of water back and forth in the north zone between East Missoula and the industrial areas near the airport. These large mains distribute water to booster pump stations that lift water into the pressure zones north of the Clark Fork.

South of the Clark Fork River, customers are supplied from south zone wells. Booster pump stations lift water from the south zone well supply to hillside storage tanks and reservoirs. Large mains in the south zone move water back and forth from the University of Montana to Linda Vista and Fort Missoula. Water pressure in all MWC zones ranges between approximately 40 and 165 psi, with most customers receiving water in the 60 to 80 psi range.

3. Pressure Zones within System Area

A Pressure Zone is a geographical area containing water system customers with service elevations lying within a defined range of ground elevations. MWC normally sets the water pressure to a customer's service to range between 60 and 80 psi. The control of water in the "tank" provides the reference starting point for the Hydraulic Grade Line (HGL). This line drops in elevation as the distance from the starting point in the "tank" to the service location (customer's home) increases. The actual water pressure at each service location is determined by the difference in elevation between the HGL and the customer's faucet and water line losses between the "tank" and the customer's address.

Setting up geographical boundaries for pressure zones allows MWC to deliver water to each customer with the flow volume and the pressure adequate to meet customer demands. **Table 5** describes the large number of pressure zones in the water system. Zone pressures are set by reservoirs, storage tanks, or pressure reducing valves (PRVs). The reservoirs and tanks store water at a given elevation range, thus setting the HGL. The PRVs set the HGL by releasing water to the zone at a constant prescribed discharge pressure. The PRVs are located at preset geographical sites

and can be thought of as virtual storage tanks, on stilts at that site, to hold water at a given elevation.

DRAFT

Table 5 PRESSURE ZONES

PRESSURE ZONE NO.	ALPHA NAME FOR ZONE	STORAGE FACILITY NO.	LOCATION
1	RES #1	Reservoir 1	WATERWORKS HILL REPAIRED
2	RES #2	Reservoir 2	RATTLESNAKE
3	RES #3	Reservoir 3	SIMONS DRIVE
4	SKYVIEW TANK	Reservoir 10	5500 BLK SKYVIEW DR
5	MSLA W.W. 1	Reservoir 11	PROSPECT & OLD QUARRY (MSLA.W.W.)
6	TWITE 85,000	Reservoir 4	TWITE 85K
7	TWITE 500,00	Reservoir 5	TWITE 500K
8	MSLA W.W. 2	Reservoir 6	PINNACLE PL (MSLA.W.W.)
9	EAST MSLA	Tank 1	EAST MSLA
10	HIGHPARK	Tank 15	HIGHPARK #2
11	LINCOLN HILLS #6	Tank 16	LINCOLN HILLS #6
12	HILLVIEW	Tank 18	HILLVIEW
13	UPPER FARVIEWS	Tank 19	WHITAKER
14	ELK RIDGE	Tank 2	ELK RIDGE
15	MANSION HEIGHTS	Tank 20	MANSION HEIGHTS
16	GCHARRETT TANK	Tank 4	GCHARRETT AVE
17	LINCOLN HILLS	Tank 6	LINCOLN HILLS
18	UPPER ELK RIDGE	Tank 8	UPPER ELK RIDGE
19	FARVIEWS	Tank 9	FARVIEWS, CRESTLINE
20	PACO	Pump	HILLVIEW PACO MONITOR
21	MSLA W.W. PACO	Pump	MSLA W.W. PACO MONITOR
22	24TH STREET	Pressure Reducing Valve 1	23RD & HILLSIDE
23	57TH PRV	Pressure Reducing Valve 4	HILLVIEW & 57TH
24	REDUCED HILLVIEW	Pressure Reducing Valve 5	LONGVIEW COTTER CT
25	REDUCED SKYVIEW	Pressure Reducing Valve 7	APRIL LANE
26	TWICE REDUCED HILLVIEW	Pressure Reducing Valve 8	6306 GCHARRETT ST
27	PINEWOOD	Pressure Reducing Valve 10	PINEWOOD & MEADOWWOOD
28	REDUCED UPPER FARVIEWS	Pressure Reducing Valve 13	PARKVIEW & WHITAKER
29	WESTVIEW PRV	Pressure Reducing Valve 14	WESTVIEW DR
30	REDUCED FARVIEWS	Pressure Reducing Valve 16	STEPHENS AVE
31	REDUCED #2	Pressure Reducing Valve 18	MSLA AVE RICHARD
32	REDUCED LINCOLN HILLS	Pressure Reducing Valve 19	MOUNTAIN VIEW DR
33	LINCOLNWOOD	Pressure Reducing Valve 21	UPPER LINCOLNWOOD
35	REDUCED LINCOLN 6	Pressure Reducing Valve 24	LINCOLN 6
36	REDUCED 85,000	Pressure Reducing Valve 27	HELENA & JAY LANE (TWITE)
38	PROSPECT	Pressure Reducing Valve 30	PROSPECT & S ARGENTA
39	KLONDIKE	Pressure Reducing Valve 31	PROSPECT & KLONDIKE
42	PAUL LANE	Pressure Reducing Valve 34	PAUL LANE
43	MARK CT	Pressure Reducing Valve 36	MARK CT (TWITE)
45	MANSION HEIGHTS 1	Pressure Reducing Valve 38	MANSION HEIGHTS1
46	MANSION HEIGHTS 2	Pressure Reducing Valve 42	MANSION HEIGHTS2
47	REDUCED #3	Pressure Reducing Valve 39	FORT MSLA #1 WEST

B. Land Use Classification

1. Discussion

MWC identifies customers as groups within defined land use classifications for PSC reporting purposes and as a tool to plan for current and future customer water demands. Each customer classification has predictable water usage. MWC also uses these classifications to monitor current water system operation and maintenance, and to plan for improved future service to existing customers and for future water system expansion.

2. Residential

Residential customers are generally those customers residing in single family homes, condominiums and townhouses, duplexes and apartments and mobile home parks. Their water demand is determined based on normal family usage including irrigation. Using current system operating tools, water demand for each Missoula neighborhood can be determined.

3. Commercial

Commercial customers are retail businesses and offices downtown and scattered throughout Missoula. Their water demand is determined based on the business building size and value, as well as type of business. Water demand for a building or group of buildings can be determined using current water use data.

4. Public Authorities

Water demands for the University and the various grade and high schools in Missoula and East Missoula vary by size and value of each individual facility as well as the school site acreage and required irrigation. Current water demands are monitored for each school site and are used for current operation and as a guide for future development.

In addition to City facilities that include recreation, park, and sewer system facilities, there are Governmental facilities such as the Airport, the Smokejumper Training Center, County, State and Federal buildings and other land that is included in this land use classification. Water demands for these facilities vary by size and value of each individual facility as well as each site acreage. Current water demands are monitored for each site and are used for current operation and as a guide for future development.

There are also open space lands. By definition, land classified as “Open Space” has no demand for water, however land so classified is often imbedded within land available for other uses. This often affects the operations and maintenance of

existing water system components adjacent to the Open Space and also influences the design of future facilities as the water system expands.

C. Customer Demand

As stated before, in 2008 MWC provided water to nearly 18,500 residential and commercial service accounts and 1,174 fire hydrants. At the close of 2008, MWC had annually supplied **8.76 Billion** gallons (26,860 ac. ft.) from wells to its customers. (This is equivalent to an average of nearly 1.0 million gallons of water per hour or 16,660 gpm. The average customer was using **1,106 gpd** (0.78gpm)). The maximum flow of water from well sources during any one day in 2004 was approximately **49,202,798** gallons (34,000 +/- gpm). The minimum amount of water pumped during one day was **14,185,862** gallons (9,900 +/- gpm).

D. Water Supply

MWC currently provides water to its customers from wells located on either side of the Clark Fork River as it flows through Missoula. Five major wells are located near the banks of the river, but the majority are scattered throughout the service area on the valley floor. **Table 3** on page 9, shows information on MWC wells. They can produce a maximum of 52,000 +/- gpm which easily supplies sufficient water for the highest summer demand.

Prior to 1983, surface water from Rattlesnake Creek was a major source of water for Missoula. It supplied as much as 35% of the water demand in the years preceding the “Giardia” scare (summer of 1983). MWC immediately closed the supply from the Creek after a number of purported cases of Giardia-induced illness were reported in Missoula. Giardia cysts (Giardia is a microscopic cyst that can cause illness when ingested by humans) find their way into creek water from the digestive tract of animals that use the creek. For example, beavers are known carriers of Giardia cysts.

Fortunately, MWC’s well supply was large enough in 1983 to supply all customer water demands. As those demands have grown since 1983, MWC has obtained additional wells and has enlarged the capacity of some existing wells. Studies are ongoing to find ways to economically and efficiently treat the creek water so it may once again be available as a safe source of supply.

MWC has easement and permit rights to store, operate and maintain a number of supply lakes in the Rattlesnake Wilderness Area to enhance the supply to Rattlesnake Creek. Creek surface water currently cannot be used for a potable water source; however, in an emergency (e.g., a large fire), or with additional treatment, MWC still has the ability to deliver creek water to Missoula.

E. Storage

Water storage at MWC takes three major forms: 1) high mountain lakes in the Rattlesnake Wilderness Area, 2) reservoirs and tanks, and 3) the Missoula Valley ground water basin. The lakes in the Rattlesnake Wilderness Area were constructed in the early 1900s. These lakes were formed by man and mule teams creating wood crib reinforced earth and rock dams. They were designed with control valves that allow the naturally impounded snow melt runoff to be stored and released to Rattlesnake Creek during the late summer and early fall months, when normal creek flows are too small to provide the water required by Missoula. Before wells were used to provide for customer water demands, gate (valve) tenders would ride horseback or hike to the selected lake to open the valve and release water to the creek to augment the natural flow and keep inflow to the Rattlesnake headworks large enough to supply Missoula's demands. These lakes are still operated as emergency sources of water. Gate tenders now reach the lakes by helicopter, hiking and vehicle. Water flow in the creek in late summer, as well as the fish ladder at the headworks, allows various species of fish to migrate upstream to their historical spawning places. The large basin at the headworks also stores 3,000,000 gallons of untreated creek water.

Storage reservoirs and tanks are strategically placed on the hillsides surrounding Missoula to provide short term water storage for proper system operation. Reservoirs are usually larger, reinforced concrete, buried or partially buried water holding structures. Tanks tend to be smaller and made of steel sheets bolted or welded together to form a cylindrical holding structure. Reservoirs and tanks provide identical functions and store water for three purposes: 1) supplying enough water to meet normal demands during an emergency (e.g., short term power outage at a well site); 2) normal system operation (e.g., stored water provides control of water pressure at each service connection); and 3) reliable available water to fight a fire. **Table 4** on page 10 lists the reservoirs and tanks and shows that total storage is 9,763,000 gallons.

The City of Missoula and surrounding area require a large and complex water system. Fortunately, the Missoula Valley ground water basin underlies most of the large service area. Given the expanse of the service area and the cost of providing large amounts of storage for emergency use, MWC has placed diesel generators at selected well and booster pump station sites throughout the service area. This emergency power source allows the water stored underground to be available to MWC customers even in a power blackout. MWC can exceed its average daily demand of over 23,891,000 gallons per day with its emergency generator backup.

MWC has 17 portable emergency generators that can be utilized for other well and booster pump facilities, along with a stationary generator at the office. The office and system control center is also protected from electrical blackout with an automatic power shift to a diesel generator that will keep the building and SCADA control system operational during an emergency. MWC also maintains an emergency power

supply at the Rattlesnake Intake Dam, which is used as an emergency backup water supply for Missoula.

Storage is absolutely required to operate the water system. The amount recommended for each segment of storage is as follows: Emergencies one ADD, System operation 0.35 ADD and fire storage to fight 2 major fires (two x 4,000gpm for 4 hours). Therefore, in 2010, (24400 services) total storage would be 27,406,100 + 9,592,100 + 1,920,000 = 38,918,200 gallons from all storage sources including the ground water supply.

F. Fireflows

Fire flows in the City of Missoula are determined by the Missoula City Fire Department (MCFD) using the standards of National Fire Protection Association #1 (NFPA 1). MCFD has the authority to interpret or deviate from those standards if there is reason to do so. The following required fire flows are aggregate and are not necessarily expected to be served by an individual hydrant. The MCFD considers the spacing of hydrants according to each situation as guided by NFPA 1. With new fire fighting equipment and techniques, such as 1,000 feet of 5" hose on each engine, fire hydrants can be placed at greater distances than in the past.

1. Residential

One— and two-family dwellings under 3,600 square feet have a fire flow requirement of 1,000 gpm. Structures over 3,600 square feet may require additional fire flows as guided by NFPA 1.

2. Commercial (Industrial, Governmental and Special Use)

Commercial fire flow requirements are set according to the building's construction type and size and can be reduced if there is a fire suppression system installed. The minimum fire flow requirement for commercial buildings is 1,000 gpm with or without a fire suppression system.

3. Maximum

The maximum required fire flow is 4,000 gpm unless an unusual type of business is established, in which case, MCFD would require the building to have its own system to help augment higher flows. MCFD looks to MWC to provide fire flows for specified durations.

4. Future Fire Flow Requirements

NFPA 1 was slightly revised in 2007. MCFD does not anticipate any major changes in the near future. Continued communication with MCFD will help in anticipating changes to NFPA 1 or differences in interpretation.

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G. Water Loss and Control

Water loss and control efforts have been directed to account for water that is metered at production sources, but not metered as it is used. Bulk water usage is established and provided to MWC as a way of measuring delivered water volume. MWC estimates and records water it uses in operating and maintaining the system (e.g., system flushing, fire hydrant testing, blow off cleaning, etc.). The active leak discovery and repair program provides another opportunity to estimate and record volumes of water not previously metered. GIS is used to map areas where leak repairs have been made and/or recorded. These maps indicate where loss control efforts should be concentrated.

GIS information is used to plan for annual system-wide leak testing. Data collected from the Customer Information System (CIS) and valve-to-valve testing aid in identifying and measuring water loss. The valve-to-valve method focuses on smaller areas of town and uses an accurate flow meter on a supply source to pinpoint the leak location and its flow rate. This data is used to plan for leak repair. As tools for system operation improve, MWC's search for leaks becomes more successful. MWC is focusing on installing entire pressure zones with Automated Meter Reading (AMR) meters. This feature would allow MWC to measure all water used in a zone and make leakage more apparent.

Production and service meter accuracy is also a very important component of water loss and control. Procedures and policies are in place to control unmetered, unauthorized water use. Service line ownership is a major area of concern. Customers own their service lines and in most cases the portion of the line from the main to the building is unmetered. Service line leakage is not metered, and therefore the volume of leaking water is neither measured nor known. MWC has an active program aimed at having owners repair their own service lines and thus reduce the cost of pumping water not put to beneficial use.

Leak sounding and correlation are also very important tools used to detect unaccounted for water. MWC currently uses two systems to monitor the system and to locate leaks: Aqua Scan 6500 and Zone Scan 800. The Zone Scan 800 loggers are deployed in a selected area of the distribution system to continuously monitor and analyze noise characteristics within that area. The loggers can be programmed to listen in the early morning hours during very little traffic. They can also be programmed to correlate between loggers to pinpoint the location of any leak eliminating the need of putting personnel in traffic. The loggers are also used to monitor important intersections as an early notification of any leaks. The aqua scan is used to locate leaks in residential areas that do not require personnel to be in heavy traffic.

H. Distribution System

1. Discussion

Operation and maintenance of the water distribution system is implemented through the various MWC departments: 1) Customer Service, 2) Water Production, 3) Water Distribution, 4) Financial Services, 5) Engineering, and 6) Administration. MWC is a private public utility that owns the major facilities and the property under most of the major facilities, such as the Broadway office site, wells and storage sites. MWC owns the water mains, meters, curb boxes, blowoffs, and fire hydrants. Most pipelines are in public streets and/or alleys; however, some are in MWC-owned easements. The Rattlesnake Creek facilities including the lakes and the headworks compound are controlled and operated by MWC. MWC leases a few structure sites and easements. There are governmental, University, condominium and apartment complexes, as well as commercial facilities that take water through a master meter and distribute it to two or more related units; however, most customers receive water through their own service line directly from the MWC water main.

2. Customer Service

Customer service directly involves the following departments: Customer Service, Financial Services, Water Services and Production and Meters/Distribution/Dispatch. In a secondary role, all MWC departments participate in good customer service. Normally, a customer's first contact with MWC is the application for service. The next contact is the water bill. As the lead department, Customer Service collects and retains customer data (address, phone number, etc.), billing data, and correspondence. It initiates and stops service and inputs data to the Customer Information and Geographical Information record-keeping systems. It monitors meter readings and water bill charges to the customer, and sets up meter installs and service starts/stops. The department also relays data on leaks and broken facilities. Meter installers and service crew members ensure proper connection to the water system and production personnel keep the water flowing at proper pressure.

3. Water Production

Currently, water delivered to the customer is pumped from wells. The Production Department maintains and operates all wells. This includes monitoring and establishing well production output, seasonally adjusting the number of wells in use, monitoring well efficiency, scheduling individual well maintenance, and determining and recording total volume of water produced. This department is also responsible for operating and maintaining all reservoirs, storage tanks, and pressure reducing stations. It monitors the entire system operation with SCADA.

4. Water Distribution/Service/Meters

Water is delivered to MWC customers through cross-town larger diameter transmission mains and neighborhood distribution mains. These pipelines are maintained and operated primarily by the Meter/Distribution and Dispatch Department. Personnel in this department order and warehouse pipeline materials; install, repair and test fire hydrants; monitor for and fix pipeline breaks; locate MWC facilities for “dig alert,” install and place-in-service service lines and customer water meters; read and record water meter output; monitor and aid construction and connection to existing pipelines; and plan total system operation.

5. Financial Services

The Financial Services Department monitors billing and payments, banking and financial reporting. It prepares operational and capital budgets and the annual report to the PSC. The department keeps all financial records, supports the annual audit and prepares the necessary documentation for federal, state and local taxes. It also participates in the selection, input and use of the local and corporate Financial Information System. The department also prepares documentation for filing rate cases with the PSC.

6. Engineering

The Engineering Department provides for the design and construction of all capital facilities. The department keeps records of all water system facilities including construction specifications and drawings, final project cost, as-built drawings and location within the water system. It is responsible for producing and distributing the water system maps, and aids in ensuring good water quality by conducting a proactive backflow prevention program. Water quality tests and monitoring also are directed by this department. New customers and developers initiate new facilities through agreements and contracts prepared by Engineering. The Geographical Information System (GIS) is administered through this department, as is the hydraulic analysis program.

7. Administration

MWC is a privately owned Montana public utility. It operates with a Board of Directors, President, Executive Vice President, Vice President/General Manager and an Administrative Staff. The General Manager’s administrative staff consists of an Assistant General Manager, Manager of Financial Services, Chief Engineer, Civil Engineer, Customer Service Supervisor, Safety and Risk Manager, and Human Resources/Office Administrator. This team operates MWC on a day-to-day basis. On the next page is a description showing MWC’s administrative organization.



Chapter 3

Water Quality

Water from the Missoula Aquifer is generally of the calcium bicarbonate-type. The mineral content in groundwater increases in the direction of groundwater flow. Mineral concentrations in groundwater fluctuate seasonally close to the Clark Fork and remain relatively stable throughout the rest of the aquifer (Woessner, 1988).

Groundwater from the Missoula Aquifer meets all federal drinking water standards. In general, water quality changes in the downgradient direction towards the Bitterroot River. Concentrations of calcium, magnesium, bicarbonate and total dissolved solids increase downgradient from the eastern boundary of the Missoula Aquifer, likely due to dissolution of carbonate minerals through the aquifer (Woessner, 1988).

The 2007/2008 MWC Annual Water Quality Report shows good water quality results. None of the test results exceeded federal Maximum Contaminant Levels (MCLs). This report along with past years can be located on MWC's website at www.mtnwater.com.

Chapter 4

Future Water System

A. Discussion

During the fourth quarter MWC prepares an annual budget that looks specifically at the coming year's operations and capital additions. At that time, MWC also looks out 5 years for future capital additions. This prognostication requires a review of future land use, customer water demand, system water supply, active storage, and fire flow requirements. MWC interacts with various City, County, State, Forest Service, Community and University Departments to plan for future development within its immediate and extended water service area.

B. Land Use

Land use is used to determine the expected water system demands that will have to be met to supply future development. Various factors are considered when planning to meet land use requirements. Some of these are: 1) location either within or outside the water system boundary, 2) expected type of zoning (residential, multi-family, commercial, etc.), 3) adaptability of current water system, and 4) requirement for new facilities.

C. Demand

Historical water demand records are used to estimate how future customers will use water and what average daily demand per customer may be. MWC's current records show a slight downward trend of water demand per customer. This trend is considered in the design of future facilities. The actual type of individual customer is also projected (e.g., small lot residential vs. 2½ -acre parcels).

D. Water Supply

The existing system water supply is very reliable and can easily supply future estimated customer demands. The major issue with water supply is the infrastructure available to deliver water to the individual customer. The hydraulic analysis tools available to the Engineering Department allow MWC to review a number of "what if" scenarios to project the water system additions necessary to serve future customers. Financial analysis tools used by the Finance Department determine if the expanded water system is cost effective.

E. Storage

Water storage volumes must enlarge as water demands increase with future development. As mentioned earlier, storage is required for the following components: operations, emergencies and fire storage. Depending on the location of new development, existing storage facilities may be adequate; however, with nearly every future system expansion, additional storage is required for at least one of the storage components. The hydraulic analysis tool is used to size future storage

F. Fire Flow

The Fire Department and/or local Fire District sets the fire flow rate and duration for existing and future development. Changes in land use within the existing water system boundary and establishing land use in new development trigger fire fighting needs for future system improvements. The facilities for fire protection are designed into the projected water system.

Chapter 5

Hydraulic Modeling

MWC uses hydraulic modeling as a technique to understand its current and future water system. As the model is developed, it becomes a computerized representation of the actual water system that can be used to analyze current scenarios (system operation and/or design) or to study what-if scenarios to understand the impact future growth may have on the system.

MWC uses H2ONET by MWH Soft, Inc. as its modeling software. Autocad is used to draw the representative water system. H2ONET is a very flexible engineering tool that allows MWC to not only model its water system operation and graphically report the results, but also to provide fire flow analysis, pump energy management, and water quality modeling.

The model consists of a network of nodes (or junctions) and links (or pipes). The nodes are used to represent points where water is entering or leaving the system such as tanks, wells, fire hydrants, and individual customer service connections. Variables such as elevation and demand must be input for each node. Links represent the flow between nodes. Input variables for links include length and size of pipe and the coefficient of friction of the pipe.

When the network is complete and has been calibrated using real time data, the modeling software allows the user to adjust parameters to represent different scenarios such as a fire at a particular node or the addition of a proposed subdivision. When the model is run under the different scenarios, it provides output data including the flow through the pipes, the direction of flow, and the pressures at the nodes. The output data can then be analyzed to determine what flow is available to fight a fire or whether it is feasible to add the new subdivision. With the calibrated model both Design and Operations are enhanced to provide for better water circulation and more efficient use of wells and booster pumps.

MWC continues to develop and fine-tune its model as it is used to improve its operation and maintenance of the current system. The model also allows realistic planning of new system improvements as MWC's customer base grows and a peek at the future water system of greater Missoula.

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Chapter 6

Geographical Information System

A geographic information system (GIS) is used to capture, store, retrieve, analyze, and display spatial data. It involves the combination of skilled persons, spatial and descriptive data, analytic methods, and computer hardware and software, all organized to automate, manage, and deliver information through geographic presentation. MWC selected ESRI as its GIS software platform. As a result, MWC is developing a water geodatabase model to capture and store all spatial and the majority of its descriptive data. ESRI's ArcGIS software will be used to retrieve, analyze and display the data (these are the same software programs being used by the City and County of Missoula, thus allowing for sharing of data). The geodatabase can be considered as one large database covering the entire service area that will store spatial coordinates along with the attribute data for every record. Another benefit is the ability to define and enforce rules of behavior for features. This adds intelligence to a model that more closely resembles the real world which will aid decision making and analysis of the system.

The spatial location of MWC's infrastructure including, but not limited to, wells, tanks, reservoirs, booster stations, valves, hydrants, mains, sampling points, meters, backflow, services, and fittings will be stored in the geodatabase. In addition, any attribute or descriptive data associated with these facilities will also be stored in the geodatabase. The geodatabase will be linked to the CIS system and the Financial Information systems (FIS) enabling MWC to query and analyze customer and financial data as it relates to the GIS data.

GIS is an ongoing and evolving process. It allows MWC to bring together existing data as well as any future data intended for capture. MWC can retrieve, analyze and display the data both graphically and non-graphically (often in tabular or table format). One GIS strength is its ability to bring together multiple and diverse disciplines. As such, it is difficult to label or precisely define GIS. GIS can be considered as a set of tools available to help manage, analyze and display information. Each situation that may arise may call for different tools. It is not possible to anticipate every conceivable situation and use for GIS. MWC can simply start with the most common tools needed on a regular, consistent basis and add tools to the toolbox as things progress and move into the future.

Chapter 7

Regulatory Environment

MWC's utility rates and service are regulated under the rules and regulations of the Montana PSC. MWC complies with the Administrative Rules of Montana which govern the PSC's regulation over utilities.

MWC's rates are filed and established in accordance with the Utility Division ARM Sub-Chapter 5, Minimum Rate Case Filing Standards for Electric, Gas and Private Water Utilities. Services are regulated under Sub-Chapter 25, Privately-Owned Water Utilities.

The minimum filing standards establish rates based on known and measurable operating expense for a given historical test year adjusted for pro forma costs up to twelve months after the end of the test year. The rate base is calculated using average plant balances based on historical cost for the test year and average customer counts are used to calculate revenues. There are no requirements as to when or how often a utility must file rate applications; however, the test year chosen cannot have ended more than nine months past the date of filing. The rate setting process takes approximately nine months and provides opportunity for anyone affected by the rate changes to intervene into the proceeding. Decisions made by the PSC can be appealed to the Montana courts.

Extension of the water system is set forth in Sub-Chapter 25, and requires a utility to file tariffs for approval to establish the rules for extension of the system. Currently MWC has two rules pertaining to the extension of its system: one for new systems to be built and one for existing systems.

Both rules are similar, as they provide a 40-year refund, without interest, to the developer advancing either the funds for main construction or the infrastructure if revenues from the infrastructure will generate revenues to make the extension self supporting within a reasonable time. For special facilities, a developer may also be able to receive the refund as well as reimbursements from future developments that may benefit from those special facilities, not to exceed the original cost of the facility. Infrastructure that will not generate revenues to make it self supporting may be contributed to MWC. Neither advances nor contributions increase MWC's rate base.

Chapter 8

Water Rights

Discussion

Water Rights involve a legal system for allocating water from a water source to a water user. MWC has claim to water rights as assigned by the Montana Department of Natural Resources and Conservation (DNRC) because of its historical use of water from Rattlesnake Creek and its many wells. DNRC uses cubic feet per second (cfs) as the measure of water volume taken from creeks and rivers. A cubic foot is like a box of water measuring one foot by one foot by one foot. USGS defines cfs as "the flow rate or discharge equal to one cubic foot of water per second or about 7.5 gallons per second." (648,000 gallons per day). For wells the DNRC uses gallons per minute (gpm) for the measure of well discharge water rights.

A. Creeks and Rivers

MWC and its predecessors have taken creek water from Rattlesnake Creek at its diversion structure just below the entrance to the Rattlesnake Wilderness Area since 1902. In 1903, MWC predecessors applied to DNRC and obtained annual rights to a full 55.6 cfs of flow from Rattlesnake Creek. To obtain this flow rate, MWC uses its eight balancing lakes in the Wilderness Area. MWC has storage rights to operate these lakes to maintain the 55.6 cfs of flow at the diversion structure.

MWC continues to work cooperatively with the Lolo National Forest and the Montana Department of Fish, Wildlife and Parks to manage the Rattlesnake Creek drainage to protect MWC's use of Rattlesnake Creek water, both over the long term and in an emergency. Rattlesnake Creek is also considered used at eight different wellheads as additional points of diversion. The vulnerability of the Missoula aquifer to contamination makes it critical that the use of Rattlesnake Creek water remains a viable option.

B. Wells

The Missoula aquifer, being the primary drinking water source in Missoula, was designated as a sole-source aquifer by the U.S. Environmental Protection Agency (EPA) in 1988. As shown in **Figure 2** on page 8, water is provided to the Missoula community by 38 active public water supply wells. MWC has claim to water rights at its various well locations.

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Chapter 9

Rattlesnake Creek

Rattlesnake History

Rattlesnake Creek, which drains from the mountains north of Missoula and flows to the Clark Fork River, was a water source for over a century. During the last seventy years, wells have been meeting the increased water demands as Missoula has expanded. For many years, the Rattlesnake Creek source showed a steady decrease in the amount of water contributed to the totally integrated system; in 1973, for the first time, the amount of water generated from wells exceeded that supplied by Rattlesnake Creek.

In 1974, MPC hired the consulting firm of Henningson, Durham and Richardson (HDR) to complete a “Water System Report” to help determine the best ways of modifying the water system to comply with an impending governmental regulation and meet projected domestic water demands. It was determined that in its present form at the time, the Rattlesnake Creek or gravity water system could 1) continue as an integral part of Missoula’s total water supply, functioning during a ten-month period when it could meet the water quality requirement (maximum sediment level of five Jackson candles or lower), 2) become a standby-or back-up water system or 3) be phased out and abandoned. To whatever extent or for however long the gravity system was operational, protection of the upstream watershed area would be a continuing requirement.

The Rattlesnake watershed was used until 1983, when a Giardia problem arose and its use was discontinued. It is still maintained as an emergency back-up water supply and is considered used at eight different wellheads as additional points of diversion. It is also being studied for reintroduction as a potable water supply through treatment.

Chapter 10

Water Security

Emergency Response and Recovery/Program Vulnerability Assessment

MWC has a formal Emergency Response and Recovery Program (ERRP) that has been developed and improved upon over the years. During 2002 and 2003, in response to the events of September 11, 2001 and in accordance with the requirements of resulting federal legislation, the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, MWC engaged in and completed an exhaustive and detailed Vulnerability Assessment (VA) of its Critical Assets which could be the target of malevolent criminal acts.

The intent of this VA was to identify potentially vulnerable critical assets, assess their level of vulnerability, and assist in implementation of reasonable measures to mitigate vulnerabilities and prevent harm to company personnel or customers, destruction of utility property, disruption of essential services, and/or contamination of the public water supply.

Upon completion of the assessment in 2003, the information acquired was then used to improve and update the existing MWC Emergency Response and Recovery Program through the addition of appropriate emergency protocols or "Standard Response Plans."

MWC has also conducted and will periodically conduct table top "exercises" to familiarize personnel with emergency procedures and to practice implementation of the program's standard procedures to be followed in response to an emergency event.

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002 can be viewed in detail at: <http://www.fda.gov/oc/bioterrorism/bioact.html>.

MEMO

RE: Canyon River Water Right Strategy
DATE: May 4, 2011
FROM: Ross Miller
TO: John Kappes, Butch Hiller

BACKGROUND: MWC had filed a Change Application to move its unused water right from the old Montana Power Well (Well #7) to East Missoula to serve the new Canyon River Subdivision. DNRC terminated the Change Application because MWC did not provide historical consumptive use data, as it now requires under ARM 36.12.1902. MWC then filed a Complaint against DNRC contending that DNRC was unreasonably overreaching in demanding consumptive use data that had never been collected by MWC.

MWC originally filed the Change Application on June 30, 2008. In previous Change Applications DNRC had never requested historical consumptive use data. However, in 2005 DNRC created a new rule requiring water right changes to provide historical consumptive use data, and limiting the amount of water being changed to not exceed the historic volume consumptively used (ARM 36.12.1901 to 1903). Initially, the new change rules were only applied to irrigation rights. Then in late 2008, in response to this Change Application, DNRC for the first time indicated they would limit municipal water rights being changed to the amount historically consumed.

RECOMMENDED WATER RIGHT STRATEGY FOR CANYON RIVER SUBDIVISION:

1. Dismiss the current Complaint against DNRC (without prejudice – thus preserving MWC’s right to litigate these same issues in the future, if we feel appropriate), and allow the current Canyon River Change Application to be Terminated.
2. File New Water Right Permit Application (“Permit”) with the following elements:
 - a. The new Permit would provide for full “drop for drop” Mitigation of the new consumptive use estimated for the Canyon River Well.
 - b. The Mitigation source would be Changing the MW-7 water right to “Mitigation” by submitting an associated Change Application simultaneously with the new Permit.
 - i. Note: the service area historically served by MW-7 would not be “dried up”, but instead has been served by newer un-perfected Provisional Use Permits that have not yet been fully developed (the Provisional Use Permits for the Maurice, South Ave., and Banks wells).
 - c. We would provide DNRC all consumptive use data (probably back-calculate from production).
 - d. We would work the DNRC in developing acceptable methods to calculate historical consumptive use, in light of the fact that no such direct data was ever collected.
 - e. We would be willing to accept reductions in diverted rates, volumes, and consumption volumes if necessary, so long as there was enough volume to serve the Canyon River Subdivision and Brugh’s proposed subdivision.