

AMENDMENT AND RESTATEMENT  
OF PURCHASE AGREEMENT

This Amendment and Restatement of Purchase Agreement ("Agreement") is made the 26 day of July, 2012, by and between Clarence L. Gubler, Personal Representative for the Estate of Ted L. Gubler and Stephen L. Gubler (hereinafter collectively referred to as "Seller") and Cedar Point Water Company, Inc. (hereinafter referred to as "Buyer").

RECITALS

A. WHEREAS, the parties hereto entered into a purchase agreement dated March 12, 2011, hereinafter called the Purchase Agreement; and

B. WHEREAS, the parties thereafter entered into a modification agreement; and

C. WHEREAS, the parties hereto are desirous of modifying and amending the Purchase Agreement; and

D. WHEREAS, Seller is desirous of selling its stock in the Apple Valley Water Co., Inc., and

E. WHEREAS, Buyer desires to purchase all outstanding stock of Apple Valley Water Co., Inc., and Seller desires to deliver to Buyer its shares of stock in Apple Valley Water Co., Inc., thereby divesting Seller of any right, title, or interest in Apple Valley Water Co., Inc., and

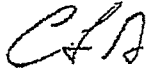
F. WHEREAS, The parties desire to set forth the terms of the stock purchase, within parameters outlined in this Agreement.

NOW, THEREFORE, IT IS AGREED by the parties hereto that the entire Purchase Agreement as modified and amended will read as follows:

AGREEMENT

1. *Share Purchase.* In consideration for Buyer's payment of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, (hereinafter the "Purchase Price") the Seller hereby transfers all outstanding shares of stock in Apple Valley Water Co., Inc. to Cedar Point Water Company, Inc. subject to the terms and conditions contained in this Agreement, the Articles of Incorporation and the By-laws of Apple Valley Water Co., Inc. which are attached hereto as Exhibits A and B respectively. Apple Valley Water Co., Inc. has not issued stock certificates to represent share ownership; consequently, at closing, Seller shall execute an Assignment of Stock Interest in favor of Buyer in the form attached as Exhibit C which is attached hereto and incorporated herein by this reference.

2. *Buyer's Investigation of Value.* Buyer is making this purchase based upon its own examination of Apple Valley Water Co., Inc. and its assets and is not basing its purchase on any representation or warranty of the Seller, or Seller's former or present agents, or directors, or



officers of Apple Valley Water Co., Inc., and/or Little Plains Water Co., Inc., except those representations and warranties contained in Paragraphs 6, 7, 9 and 11 (with their respective exhibits) herein below. Buyer acknowledges that the Seller makes no representation regarding Apple Valley Water Co., Inc.'s past operations, results, and value, and gives no assurance regarding any future operations, results or value.

3. *Ownership of Outstanding Stock.* Apple Valley Water Co., Inc. is authorized to issue up to Five Thousand (5,000) shares of stock. Apple Valley Water Co., Inc. has issued and outstanding One Thousand (1,000) shares of stock which are held as follows and shall represent all outstanding shares held by shareholders in Apple Valley Water Co., Inc.:

Stephen L. Gubler	500
Clarence L. Gubler, Personal Representative for the Estate of Ted L. Gubler	500

The Shareholders and Apple Valley Water Co., Inc. acknowledge by signing this Agreement on the signature lines below that upon closing, the issued and outstanding shares of stock in Apple Valley Water Co., Inc., will be held as set forth below after taking into account the transfer of shares to Cedar Point Water Company, Inc., as set forth in this Agreement:

Cedar Point Water Company, Inc.	1,000
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4. *Closing Date.* The date of closing of this contract shall be on or before ~~July 31~~, <sup>August 31, 2012</sup> 2012, at the offices of Southern Utah Title Company, St. George, UT. On the above-mentioned date and location, all documents shall be delivered and become attachments to the Agreement. This Agreement shall survive the Closing. The Purchase Price shall be paid in full in immediately available funds upon closing of this Agreement.

The obligations of Buyer and Seller set forth in this Agreement are contingent upon a simultaneous closing with Big Plains Water and Sewer Special Service District, a Utah special service district. If the closing with Big Plains Water and Sewer Special Service District, a Utah special service district fails to close then this contract is voidable by Buyer or Seller upon written notice to the other party. If the contract is canceled pursuant to this paragraph then both Buyer and Seller shall return any property received to the other party and neither party shall have any claim against the other.

5. *Exclusion of Equipment and Bank Accounts.* This Agreement shall exclude any funds held in bank accounts and the following equipment:

<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>VIN</u>
John Deere	510 B	1986	T0510BB706999

6. Assets of Apple Valley Water Co., Inc. At the time of closing, the assets of Apple Valley Water Co., Inc., will be as identified on Exhibit D. The condition of title, quality, quantity and priority to the water rights is not guaranteed and Seller recommends that Buyer conduct all due diligence it deems necessary to confirm the quantity, quality, title and priority of the water rights. Seller represents and warrants that from the date of execution of this Agreement, Seller will not transfer or take any other action which would impact the quantity, quality, title and priority of the water rights.

7. Liabilities of Apple Valley Water Co., Inc. At the time of closing, the known liabilities of Apple Valley Water Co., Inc., will be as identified on Exhibit E. On or after the closing, Buyer/Apple Valley Water Co., Inc., will be responsible for all liabilities identified in Exhibit E as well as for any unknown liabilities of Apple Valley Water Co., Inc.. Buyer shall indemnify and hold Seller harmless from any liability with respect to the operations, claims, regulatory actions or penalties of Apple Valley Water Co., Inc. Exhibit E-1 contains a list of outstanding "will serve letters" that represent an obligation of Apple Valley Water Co., Inc.; to provide water as identified in the will serve letters from Apple Valley Water Co., Inc., to the persons or entities identified. Buyer shall require any successors or assigns of the stock purchased herein or of the assets of the corporation, in the event of an asset sale, to perform as required in the Will Serve letters that are attached hereto as Exhibit E-1.

8. Two Bears Native Nations - Foundation. In paragraph 3 of the undated Modification Agreement, Two Bears Native Nations - Foundation, a Utah Non-Profit Corporation, assigned whatever rights it had in the original purchase agreement to Buyer. The terms of said assignment are incorporated herein by this reference. Buyer shall indemnify and hold Seller harmless from any contract or tort claims that may be asserted by Two Bears Native Nations - Foundation, a Utah Non-Profit Corporation, including attorney fees and costs Seller may expend in defending itself.

9. Conveyance for Curtis Gubler. Curtis Gubler is a third party beneficiary to this Agreement. The parties hereto acknowledge that Curtis Gubler, by closing, will have conveyed easements and some property to Apple Valley Water Co., Inc., in order to facilitate this Agreement. Buyer shall deed a .11 acre parcel to Curtis Gubler and/or his assigns in fee simple free and clear of any claims with priority over Curtis, on or before closing. The exact legal description will be agreed to by the parties prior to the date of closing. All conveyances of real estate, but not water rights, shall convey marketable title and shall be in a form acceptable to Southern Utah Title Company sufficient to enable Southern Utah Title Company to issue a policy of title insurance on the real property when transferred.

10. Knowledge, Plans and Maps. Sellers shall use best efforts to insure that Buyer benefits from any knowledge, plans and maps that Seller may have possession of related to operations and distribution lines. The parties hereto recognize that it is not anticipated that there will be a lot of plans and maps because of the informal manner in which Apple Valley Water Co., Inc., has operated in the past. At the time of execution of this Agreement, the only maps in Seller's possession are attached hereto as Exhibit F and incorporated herein by this reference. Seller makes no representation as to the accuracy or the completeness of the maps identified in

Exhibit F because Seller is unsure of the origination of the maps and the handwritten notations thereon.

11. *Representations and Warranties.*

(a) The Seller, at the Closing, shall have full and valid title to the Stock to be delivered by Seller.

(b) The Seller has the full right, power, legal capacity, and authority to enter into this Agreement and to transfer and deliver to Buyer the Stock to be transferred and delivered hereunder.

(c) To the best of Seller's knowledge there is no litigation currently taking place concerning any debts or any proceeding pending against the Seller.

(d) Buyer takes the shares herein "as is", except for the representations and warranties contained herein.

(e) The Buyer represents that Buyer is familiar with the Seller and the people involved in the Seller's business and hereby represents that it has an understanding of the operations of the Seller's business and further understands that Apple Valley Water Co., Inc. may not be in compliance with state and/or federal laws, rules or regulations.

12. *Resignation of Officers and Directors.* Simultaneously with the closing of this transaction, the existing officers and directors shall resign by executing the Resignation of Officers and Directors which is attached hereto as Exhibit G, and incorporated herein by this reference.

13. *Amendment.* This Agreement is the entire understanding among the parties and may be altered, amended or revoked only by subsequent written instrument executed by all the parties.

14. *Persons Bound.* This Agreement is binding upon the parties hereto, their heirs, legal representatives, transferees, successors and assigns.

15. *Notices.* All notices, writings, offers, acceptances, refusals, payments, or agreements given or required to be given under this Agreement shall be made in writing and sent by registered or certified mail, return receipt requested, to the address below, or to the last known address of the Parties hereto. Any such notice or other writing shall be deemed given and received on the expiration of three (3) days following such mailing with proper postage affixed.

Stephen L. Gubler  
1890 East 800 North  
St. George, UT 84770

Cedar Point Water Company, Inc.  
20 South 850 West, Ste. 1  
Hurricane, UT 84737

*SLG*

*RJS*

Clarence L. Gubler, Personal Representative  
for the Estate of Ted L. Gubler  
2402 East 80 North Circle.  
St. George, UT 84770

16. *Execution of Other Documents.* The parties (and the beneficiaries of the Estate of Ted L. Gubler) agree to execute and deliver all proxies, stock transfer agent agreements, authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Agreement, including any revised title documents that may be necessary in order that title to the real property owned by Apple Valley Water Co., Inc., can be insured by a title policy.

17. *Survival of Covenants.* It is expressly agreed that the terms, covenants and conditions contained in this Agreement shall survive any legal act or conveyance required under this Agreement.

18. *Utah Law.* This Agreement is being delivered and is intended to be performed in Utah and shall be construed and enforced in accordance with the laws of the state of Utah.

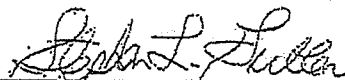
19. *Headings and Gender Neutral.* Any headings are inserted solely for convenience of reference, and are not part of this Agreement, nor shall they affect its meaning, construction or effect. Any pronoun reference to "he" or "she" shall be read as to accommodate the gender of the parties.

20. *Attorney Fees and Costs.* In the event that a dispute shall arise concerning this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees and costs incurred by the prevailing party in connection with such dispute, regardless of whether such dispute results in the filing of a lawsuit.

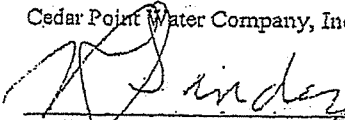
IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first above written.

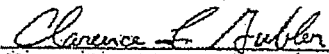
Seller:

Buyer:

  
Stephen L. Gubler, Shareholder

Cedar Point Water Company, Inc.

  
By: Roger J. Sanders, Esq  
Its: Authorized Agent

  
Clarence L. Gubler, Personal Representative  
of the Estate of Ted L. Gubler, Shareholder