

**FIRST AMENDMENT TO AGREEMENT FOR
PURCHASE AND SALE OF ASSETS**

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF ASSETS ("Amendment") is made effective the 3rd day of May, 2013, by and between the Big Plains Water and Sewer Special Service District, a Utah special service district, having its principal office at 1777 N. Meadowlark Drive, Apple Valley, Utah 84737 ("District") and Cedar Point Water Company, Inc., a Utah corporation, having its principal office at 55 South 300 West, Suite 1, Hurricane, Utah, 84737 ("Seller").

RECITALS

WHEREAS, Buyer and Seller have entered into an Agreement for Purchase and Sale of Assets dated as of April 5, 2013 ("Agreement"); and

WHEREAS, the parties desire to amend certain terms of the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants contained herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment. The parties hereto agree that Exhibit D to the Agreement is hereby amended to include the easement as described on Exhibit A hereto.
2. Limited Effect. Except as specifically set forth herein, all terms of the Agreement shall remain in full force and effect.
3. Execution of Amendment. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment and of signature pages by facsimile transmission or email shall constitute effective execution and delivery of this Amendment as to the parties and may be used in lieu of the original Amendment for all purposes. Signatures of the parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes.
4. Miscellaneous.
 - a. Should any party default in any of the covenants, warranties, representations or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Amendment or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs

and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in any bankruptcy case or proceeding.

b. All notices or communications to be given under this Amendment shall be given in writing and shall be deemed given when deposited in the mail to the address shown above of the party entitled to receive notice, postage prepaid, registered or certified. The address of either party may be changed by written notice to the other party.

c. Time is of the essence in performance of any obligation hereunder.

d. All negotiations, understandings, representations and preliminary agreements are merged herein. The parties intend this document to be the final and exclusive expression of their agreement. This Amendment may not be modified, amended or revoked unless by a writing signed by all the parties hereto.

e. This Amendment shall be governed, interpreted and construed by the laws of the State of Utah.

f. This Amendment and the rights and obligations of the parties hereunder are personal to the parties. This Amendment may not be assigned by either party without the prior written consent of the other party.

g. The parties, for themselves and their agents, representatives, and permitted successors and assigns, as additional consideration for the obligations set forth in this Amendment, hereby agree that this Amendment is supported by adequate and sufficient consideration, is in all respects lawful, and constitutes an agreement legally binding and enforceable against the parties and their agents, representatives, and permitted successors and assigns.

h. All parties have participated in preparing this Amendment. Therefore, the parties stipulate that any court interpreting or construing this Amendment shall not apply the rule of construction that the Amendment should be more strictly construed against the drafting party.

i. It is expressly agreed that the terms, covenants and conditions of this Amendment shall survive any legal act or conveyance required under this Amendment.

j. The section and other headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

k. Each party to this Amendment executes the Amendment on its own behalf and not as agent for any other person.

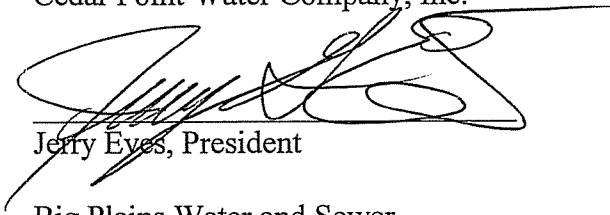
l. The persons executing this Amendment warrant and represent that they are duly authorized to do so in the capacity stated.

m. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the single number or vice versa in any place or places in which the context may require such substitution.

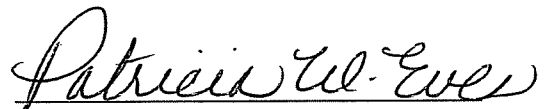
n. All Recitals contained in this Amendment are incorporated into this Amendment as obligations of the parties and all exhibits attached hereto are incorporated into this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first above written.

Cedar Point Water Company, Inc.

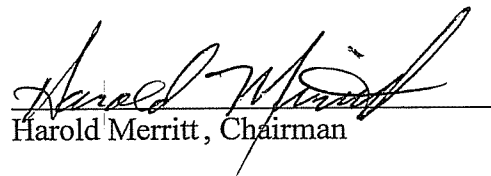


Jerry Eyes, President



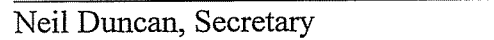
Patricia W. Eves, Secretary

Big Plains Water and Sewer
Special Service District:



Harold Merritt, Chairman

ATTEST:



Neil Duncan, Secretary

EXHIBIT A

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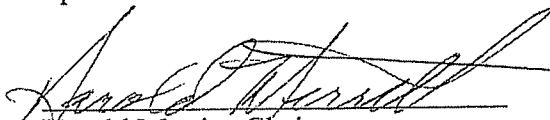
Cedar Point Water Company, Inc.

Jerry Eves, President

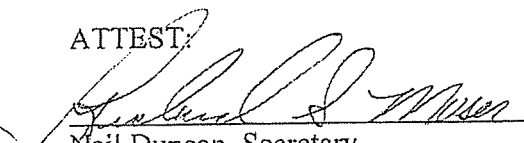
Patricia W. Eves, Secretary

Big Plains Water and Sewer
Special Service District:

ATTEST:



Harold Merritt, Chairman



Neil Duncan, Secretary
RICHARD S MOSER

PARCEL 17:

A right of way and easement for ingress, egress, installation and maintenance of a well and water distribution system, as created by Corporate Quit-Claim Deed, recorded February 14, 2013, as Doc. No. 20130005684, Official Washington County Records, with a 50 foot radius, the center point being located South 89°03'23" East 1245.87 feet and South 00°56'37" West 51.63 feet from the Northwest corner of Section 23, Township 43 South, Range 11 West, Salt Lake Base and Meridian. The center point being the location of an existing well.

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