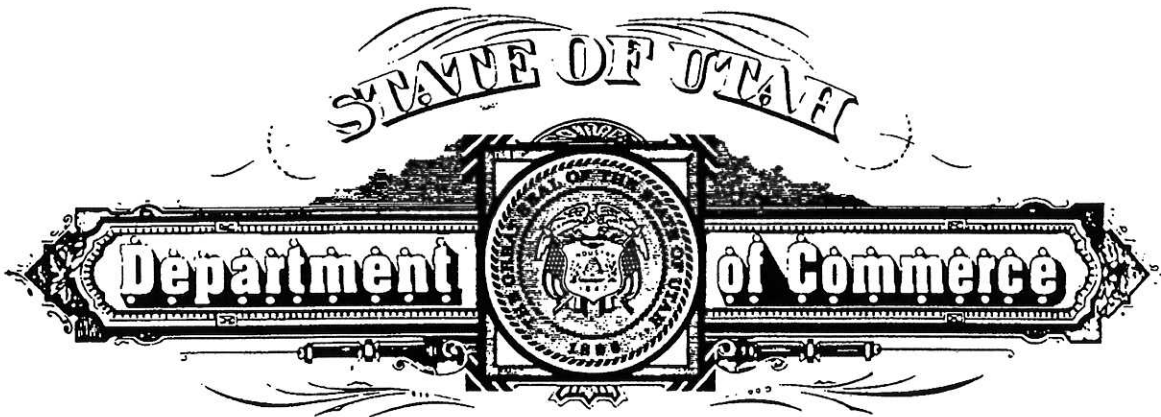


Date the Utility Started Operation – March 29, 1984 (Attached)



CERTIFICATION OF GOOD STANDING

THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL
CODE HEREBY CERTIFIES THAT

COMMUNITY WATER COMPANY

is a Utah corporation and is qualified to transact business in the State of Utah, and that its most recent annual report required by Utah law has been filed, and that Articles of Dissolution have not been filed. A Certificate of Incorporation was issued from this office on *MARCH 29, 1984* and said corporation is in good standing, as appears of record in the offices of the Division. This certification is not intended to reflect the financial condition, business activity or practices of this corporation. The following are additional filings pertaining to this corporation

NO OTHER FILINGS WERE FOUND

File Number: *CO 108973*



Dated this 1ST day
of May, 19 97.

Karla S. Woods

Karla T. Woods
Director, Division of
Corporations and Commercial Code

FILED in the office of the Lieutenant Governor
of the State of Utah on the 29th
March A.D. 19 84

ARTICLES OF INCORPORATION

RECEIVED

OF

MAR 29 AM 11:31

COMMUNITY WATER CO.

DAVID S. MONSON
Lieutenant Governor

Filing Clerk DS

Fees 50.⁰⁰

OFFICE OF CLERK

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Utah Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

ARTICLE I

NAME

108973

The name of this corporation is COMMUNITY WATER CO.

ARTICLE II

EXISTENCE

This corporation shall exist in perpetuity and shall only be terminated in accordance with the laws of the State of Utah and the terms of these Articles of Incorporation.

ARTICLE III

POWERS AND PURPOSES

The powers, business and pursuits of this corporation shall be:

3.1 To buy, sell, manage, finance, promote, create, build and operate real estate properties, including, but not limited to, resorts, condominiums, hotels, motels, stores, restaurants, shopping centers, office buildings, etc.

3.2 In general, to carry on any business and to have and exercise all the powers conferred by the laws of Utah upon corporations, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or would do as principal, agent, partner or otherwise; and to do and perform every act and thing necessary or convenient to the carrying out of all of the purposes aforesaid.

3.3 To guarantee, to endorse or otherwise act as surety for the obligations of others, with or without consideration therefor, and the officers of the company are authorized to bind the company as such guarantor, endorser or surety without first obtaining the approval of the stockholders or the Board of Directors, and the officers so acting in good faith shall not be liable therefor.

3.4 In addition to the foregoing, all of the powers granted to the corporations generally under the Utah Business Corporation Act are specifically included herein and made a part hereof. The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to or inference from the terms of any other clause in these Articles of Incorporation, but the objects and purposes specified in each of the foregoing clauses of these articles shall be regarded as independent objects and purposes.

ARTICLE IV

CAPITAL STOCK

The capital stock of this corporation shall consist of Fifty Thousand (50,000) shares of common stock without par value. The shares of the corporation are not to be classified, and are to consist solely of common stock. Each share of stock shall be entitled to one vote with respect to the election of directors. The corporation will not commence business until consideration of the value of at least One Thousand (\$1000.00) has been received for the issuance of shares.

ARTICLE V

PRE-EMPTIVE RIGHTS

The stockholders hereof shall have a pre-emptive right to acquire additional shares in the event such shares are authorized and issued by authority of the Board of Directors, except as such rights shall be granted to them by the Board of Directors.

ARTICLE VI

DIRECTORS

The Board of Directors shall not number less than three (3) members. The initial Board of Directors shall be composed of three (3) members who shall serve from the time of the formation of the corporation until the first annual meeting of shareholders and until their successors be elected and qualify. The names and addresses of the persons who are to serve as directors until the first meeting of shareholders are as follows:

J. E. Roberts	Box 1598 Park West, Utah 84060
Wayne Ragland	Box 1598 Park West, Utah 84060
Edwin V. Davis II	3912 N. Holiday Curve Dr. Park City, Utah 84060

The number of directors after the first annual meeting shall be fixed by the By-Laws. The Board of Directors acting in accordance with the provisions of the Utah Business Corporation Act may buy, sell, mortgage, pledge or otherwise hypothecate property, both real and personal, and mixed, without authority of the stockholders, and in the absence of an express limitation by the stockholders in the form of an adoption of a by-law, it may do anything and everything with the property and business of the corporation that it deems advisable and for the best interests of the corporation.

ARTICLE VIII

REGISTERED AGENT AND ADDRESS

The address of the corporation's initial registered office is Unit 24A, Park West Condominiums, Park West, Utah 84060, and the name of its initial registered agent at such address is J. E. Roberts.

ARTICLE IX

INCORPORATORS

<u>Name</u>	<u>Address</u>
J. E. Roberts	Box 1598 Park West, Utah 84060
Wayne Ragland	Box 1598 Park West, Utah 84060
Dorothy Harkness	145 Woodland Place Park City, UT 84060

IN WITNESS WHEREOF, we the undersigned incorporators of said corporation hereunto set our hands as of the 29 day of March, 1984.

J. E. Roberts
J. E. Roberts

Wayne Ragland
Wayne Ragland

Dorothy Harkness
Dorothy Harkness

STATE OF UTAH)
)ss
COUNTY OF SUMMIT)

The undersigned, a notary public, hereby certifies that on the 29 day of March, 1984, personally appeared before me J. E. ROBERTS, WAYNE RAGLAND, and DOROTHY HARKNESS, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29 day of March, 1984.

Ann B. Luebery
Notary Public

Residing in Summit County, Utah
My comission expires 8-22-87



Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, S.M. Box 146705
Salt Lake City, UT 84114-6705
Phone: (801) 530-4849
Toll Free: (877)526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

Registration Number: 7870500-0161
Business Name: COMMUNITY WATER COMPANY LLC
Registered Date: DECEMBER 30, 2010

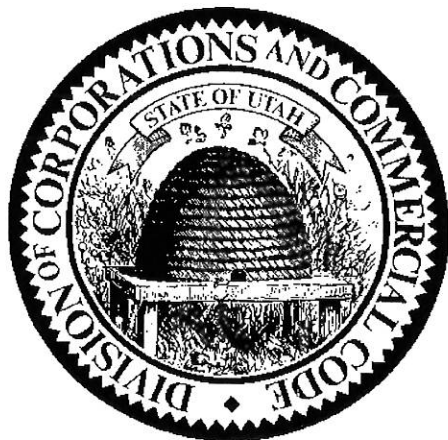
January 4, 2011

CERTIFIED COPY OF ARTICLES OF MERGER

THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL CODE ("DIVISION") HEREBY CERTIFIES THAT THE ATTACHED IS TRUE, CORRECT, AND COMPLETE COPY OF THE ARTICLES OF MERGER OF

COMMUNITY WATER CO.

WERE FILED WITH THIS OFFICE ON DECEMBER 30, 2010 MERGER FILED MERGERING OF COMMUNITY WATER CO., A UT CORP INTO COMMUNITY WATER COMPANY, LLC. A DE LLC THE SURVIVOR AS APPEARS OF RECORD IN THE OFFICE OF THE DIVISION.



Kathy Berg
Director
Division of Corporations and Commercial Code

EXPEDITE

MERGER

RECEIVED

DEC 30 2010

Utah Div. Of Corp. & Comm. Code

ARTICLES OF MERGER

OF

COMMUNITY WATER CO.

INTO

COMMUNITY WATER COMPANY LLC

To the Division of Corporations and Commercial Code
State of Utah

Pursuant to the provisions of the Utah Revised Business Corporation Act governing the merger of a domestic business corporation into a foreign limited liability company, the foreign limited liability company hereinafter named does hereby submit the following articles of merger.

1. The name of the corporation, which is a business corporation organized under the laws of the State of Utah, is Community Water Co.

2. The name of the foreign limited liability company, which is organized under the laws of the State of Delaware, is Community Water Company LLC and its principal office is located at 1850 Sidewinder Drive, 2nd Floor, Park City, Utah 84060.

3. The number of outstanding shares of Community Water Co. is one (1), all of which is of one class, and all of which are owned by ASC Utah LLC.

4. Attached hereto as Exhibit A is the Plan of Merger for merging Community Water Co. into Community Water Company LLC as approved by resolution of both the Members of Community Water Company LLC and by ASC Utah LLC, the sole shareholder of Community Water Co.

5. The laws of the jurisdiction of organization of Community Water Company LLC permit a merger of a foreign corporation of another jurisdiction into a domestic limited liability company of the jurisdiction of organization of Community Water Company LLC; and the merger of Community Water Co. into Community Water Company LLC is in compliance with the laws of the jurisdiction of organization of Community Water Company LLC.

6. Community Water Company LLC will be authorized to transact business as a foreign limited liability company in the State of Utah at the effective time and date in the State of Utah of the merger herein provided for, in accordance with the provisions of the Utah Revised Business Corporation Act.

12-30-10P02:09 RCVD

Date: 12/30/2010
Receipt Number: 3424032
Amount Paid: \$1,532.00

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 30 day of Dec 2010
in this office of this Division and hereby issued
This Certificate thereof.

LEGAL_US_E # 90755629.1

Examiner Swanson Date 1-3-11



Kathy Berg
Kathy Berg
Division Director

7. The address of the principal office of Community Water Company LLC within or without the State of Utah at which Community Water Company LLC has authorized process to be served upon it by registered or certified mail return receipt requested is as follows:


United Corporate Services, Inc.
874 Walker Road, Suite C
Dover, Delaware 19904

8. The effective time and date of the merger herein provided in the State of Utah shall be upon filing.

Executed on December 28, 2010.

COMMUNITY WATER CO.

By: ASC Utah LLC, its sole shareholder

By 
Name: David J. Smith
Title: Secretary

COMMUNITY WATER COMPANY LLC

By: ASC Utah LLC, its sole shareholder

By 
Name: David J. Smith
Title: Secretary

Exhibit A

AGREEMENT AND PLAN OF MERGER

OF

COMMUNITY WATER CO.

(a Utah corporation)

AND

COMMUNITY WATER COMPANY LLC

(a Delaware limited liability company)

This AGREEMENT AND PLAN OF MERGER is entered into as of this ____ day of December, 2010 pursuant to the Utah Revised Business Corporation Act and Section 18-209 of the Delaware Limited Liability Company Act, by and between Community Water Co., a Utah corporation and Community Water Company LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS Community Water Co. and Community Water Company LLC and the Board of Directors of Community Water Co. and the Sole Member of Community Water Company LLC declare it advisable and to the advantage, welfare and best interests of said entities and their respective shareholders and members to merge Community Water Co. with and into Community Water Company LLC (such transaction hereinafter referred to as the "Merger");

NOW, THEREFORE, in consideration of the mutual promises and mutual agreements of the parties hereto, being thereunto duly approved by a resolution adopted by the Board of Directors of Community Water Co. and the Sole Member of Community Water Company LLC, the Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement set forth.

1. Community Water Co. shall be merged with and into Community Water Company LLC, which shall be the surviving company from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "surviving company", and which shall continue to exist as said surviving company under the name Community Water Company LLC pursuant to the provisions of the Delaware Limited Liability Company Act.

2. The separate existence of Community Water Co., which is hereinafter sometimes referred to as the "terminating company", shall cease at said effective time in accordance with the provisions of the Utah Revised Business Corporation Act and pursuant to the provisions of the Delaware Limited Liability Company Act.

3. The shares of Community Water Co. that are outstanding on the date hereof shall, by virtue of the Merger and without further action, cease to exist and the existing membership interest of USC Utah LLC in Community Water Company LLC shall be the sole membership interest in the surviving company.

4. In the event that this Agreement of Merger shall have been fully adopted upon behalf of the terminating company and of the surviving company in accordance with the provisions of the Utah Revised Business Corporation Act and in accordance with the provisions of the Delaware Limited Liability Company Act, said terminating company and said surviving company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Utah and the laws of the State of Delaware, and that they will cause to be performed all necessary acts within the laws of the State of Utah and the laws of the State of Delaware and elsewhere to effectuate the merger herein provided for.

5. The proper officers of the terminating company and the Member of the surviving company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the merger herein provided for.

6. The effective time of the Agreement of Merger, and the time when the merger therein agreed upon shall become effective, shall be upon filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

EXPEDITE

MERGER

RECEIVED

DEC 30 2010

Utah Div. Of Corp. & Comm. Code

ARTICLES OF MERGER

OF

COMMUNITY WATER CO.

INTO

COMMUNITY WATER COMPANY LLC

To the Division of Corporations and Commercial Code
State of Utah

Pursuant to the provisions of the Utah Revised Business Corporation Act governing the merger of a domestic business corporation into a foreign limited liability company, the foreign limited liability company hereinafter named does hereby submit the following articles of merger.

1. The name of the corporation, which is a business corporation organized under the laws of the State of Utah, is Community Water Co.

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3. The number of outstanding shares of Community Water Co. is one (1), all of which is of one class, and all of which are owned by ASC Utah LLC.

4. Attached hereto as Exhibit A is the Plan of Merger for merging Community Water Co. into Community Water Company LLC as approved by resolution of both the Members of Community Water Company LLC and by ASC Utah LLC, the sole shareholder of Community Water Co.

5. The laws of the jurisdiction of organization of Community Water Company LLC permit a merger of a foreign corporation of another jurisdiction into a domestic limited liability company of the jurisdiction of organization of Community Water Company LLC; and the merger of Community Water Co. into Community Water Company LLC is in compliance with the laws of the jurisdiction of organization of Community Water Company LLC.

6. Community Water Company LLC will be authorized to transact business as a foreign limited liability company in the State of Utah at the effective time and date in the State of Utah of the merger herein provided for, in accordance with the provisions of the Utah Revised Business Corporation Act.

12-30-10P02:09 RCVD

Date: 12/30/2010
Receipt Number: 3424032
Amount Paid: \$1,532.00

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 30 day of Dec 20 10
In this office of this Division and hereby issued
This Certificate thereof.

LEGAL_US_E # 90755629.1

Examiner Jowanson Date 1-3-11



Kathy Berg
Kathy Berg
Division Director

7. The address of the principal office of Community Water Company LLC within or without the State of Utah at which Community Water Company LLC has authorized process to be served upon it by registered or certified mail return receipt requested is as follows:

United Corporate Services, Inc.
874 Walker Road, Suite C
Dover, Delaware 19904

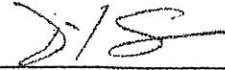
8. The effective time and date of the merger herein provided in the State of Utah shall be upon filing.

Executed on December 28, 2010.

COMMUNITY WATER CO.

By: ASC Utah LLC, its sole shareholder

By



Name: David J. Smith

Title: Secretary

COMMUNITY WATER COMPANY LLC

By: ASC Utah LLC, its sole shareholder

By



Name: David J. Smith

Title: Secretary

Exhibit A

AGREEMENT AND PLAN OF MERGER

OF

COMMUNITY WATER CO.

(a Utah corporation)

AND

COMMUNITY WATER COMPANY LLC

(a Delaware limited liability company)

This AGREEMENT AND PLAN OF MERGER is entered into as of this ____ day of December, 2010 pursuant to the Utah Revised Business Corporation Act and Section 18-209 of the Delaware Limited Liability Company Act, by and between Community Water Co., a Utah corporation and Community Water Company LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS Community Water Co. and Community Water Company LLC and the Board of Directors of Community Water Co. and the Sole Member of Community Water Company LLC declare it advisable and to the advantage, welfare and best interests of said entities and their respective shareholders and members to merge Community Water Co. with and into Community Water Company LLC (such transaction hereinafter referred to as the "Merger");

NOW, THEREFORE, in consideration of the mutual promises and mutual agreements of the parties hereto, being thereunto duly approved by a resolution adopted by the Board of Directors of Community Water Co. and the Sole Member of Community Water Company LLC, the Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement set forth.

1. Community Water Co. shall be merged with and into Community Water Company LLC, which shall be the surviving company from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "surviving company", and which shall continue to exist as said surviving company under the name Community Water Company LLC pursuant to the provisions of the Delaware Limited Liability Company Act.

2. The separate existence of Community Water Co., which is hereinafter sometimes referred to as the "terminating company", shall cease at said effective time in accordance with the provisions of the Utah Revised Business Corporation Act and pursuant to the provisions of the Delaware Limited Liability Company Act.

3. The shares of Community Water Co. that are outstanding on the date hereof shall, by virtue of the Merger and without further action, cease to exist and the existing membership interest of USC Utah LLC in Community Water Company LLC shall be the sole membership interest in the surviving company.

4. In the event that this Agreement of Merger shall have been fully adopted upon behalf of the terminating company and of the surviving company in accordance with the provisions of the Utah Revised Business Corporation Act and in accordance with the provisions of the Delaware Limited Liability Company Act, said terminating company and said surviving company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Utah and the laws of the State of Delaware, and that they will cause to be performed all necessary acts within the laws of the State of Utah and the laws of the State of Delaware and elsewhere to effectuate the merger herein provided for.

5. The proper officers of the terminating company and the Member of the surviving company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the merger herein provided for.

6. The effective time of the Agreement of Merger, and the time when the merger therein agreed upon shall become effective, shall be upon filing of the Certificate of Merger with the Secretary of State of the State of Delaware.



Francine Giani
Executive Director
 Department of Commerce

Gary Herbert
Governor
 State of Utah

Kathy Berg
Director
 Division of Corporations
 & Commercial Code

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CORPORATIONS & COMMERCIAL CODE
CERTIFICATE OF REGISTRATION

UNITED CORPORATE SERVICES, INC.
COMMUNITY WATER COMPANY LLC
 1111 BRICKYARD ROAD, SUITE 206
 SALT LAKE CITY UT 84106-2597

Access Code
 Code: 4766324



State of Utah
 Department of Commerce
 Division of Corporations & Commercial Code

CERTIFICATE OF REGISTRATION

LLC - Foreign

This certifies that **COMMUNITY WATER COMPANY LLC** has been filed and approved on **December 30, 2010** and has been issued the registration number **7870500-0161** in the office of the Division and hereby issues this Certification thereof.

KATHY BERG
 Division Director

*The Access Code is used for Online Applications used by this Division only.

EXPEDITE

RECEIVED
DEC 30 2010

Utah Div. Of Corp. & Comm. Code



State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Application for Authority to Transact Business for a Foreign Limited Liability Company

This form must be type written or computer generated.

A Certificate of Good Standing/Existence from the state of organization dated no earlier than ninety (90) days prior to filing with the Division is attached.

Non-Refundable Processing Fee: Foreign LLC \$70.00 Series LLC \$70.00 Tribal LLC \$70.00					
1. Exact Name of Foreign Limited Liability Company: Community Water Company LLC					
2. This limited liability company of the state/country/tribal nation of: Delaware					
3. Date of formation/organization in home state: November 30, 2010	4. Duration: perpetual (Expected Duration)				
5. Who/What is the name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent)? United Corporate Services, Inc., 7218294-0250					
The address must be listed if you have a non-commercial registered agent. See instructions for further details.					
Address of the Registered Agent: 1111 Brickyard Rd, Ste. 206					
City: Salt Lake City State UT Zip: 84106-2597					
6. Principal place of business:	1850 Sidewinder Drive, 2nd Floor Street Address City: Park City State: Utah Zip: 84060				
7. The nature of the business or purpose(s) to be conducted or promoted in Utah:	Water treatment, water rights & water distribution system.				
8. The limited liability company shall use as its name in Utah: (The limited liability company shall use its name as set forth at the top of this form unless the name is not available for use in Utah.)					
9. Clear indication of who is managing the company is required.					
10a. Is this foreign limited liability company manager-managed? <input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No If YES, you must list the name and business or residence street address of each manager.					
10b. Is this foreign limited liability company member-managed? <input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No If YES, you must list the name and business or residence street address of each member.					
Position	Name	Address	City	State	Zip
MANAGER:	Talisker Management Inc., 1850 Sidewinder Drive, 2nd Floor, Park City, Utah 84060				
MANAGER:					
MEMBER:					
MEMBER:					
Please list additional managers/members (if any) on an attachment					
Under penalties of perjury, I declare as a manager or member with management authority of this limited liability company having authority to sign hereto, that this application for authority to transact business has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.					
Authorized Signer Signature: <i>[Signature]</i>		Name & Title: <i>Daniel Smith, Authorized Signing Officer</i>			
11. If a foreign entity is a member or manager, you must list the home state where the entity is registered:					Delaware
12. The date the limited liability company intends to first transact business in Utah:					
Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.					
Optional Inclusion of Ownership Information: This information is not required.					
Is this a female owned business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Is this a minority owned business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify: Select/Type the race of the owner here					

12-30-10P02:09 RCVD

Date: 12/30/2010
Receipt Number: 3424032
Amount Paid: \$1,532.00

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "COMMUNITY WATER COMPANY LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF DECEMBER, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "COMMUNITY WATER COMPANY LLC" WAS FORMED ON THE THIRTIETH DAY OF NOVEMBER, A.D. 2010.

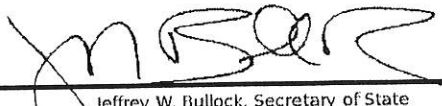
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

4904774 8300

101247421



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8460265

DATE: 12-30-10

AGREEMENT AND PLAN OF MERGER

OF

COMMUNITY WATER COMPANY

(a Utah corporation)

AND

COMMUNITY WATER COMPANY LLC

(a Delaware limited liability company)

This AGREEMENT AND PLAN OF MERGER is entered into as of this ____ day of December ___, 2010 pursuant to the Utah Revised Business Corporation Act and Section 18-209 of the Delaware Limited Liability Company Act, by and between Community Water Company, a Utah corporation and Community Water Company LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS Community Water Company and Community Water Company LLC and the Board of Directors of Community Water Company and the Sole Member of Community Water Company LLC declare it advisable and to the advantage, welfare and best interests of said entities and their respective shareholders and members to merge Community Water Company with and into Community Water Company LLC (such transaction hereinafter referred to as the "Merger");

NOW, THEREFORE, in consideration of the mutual promises and mutual agreements of the parties hereto, being thereunto duly approved by a resolution adopted by the Board of Directors of Community Water Company and the Sole Member of Community Water Company LLC, the Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement set forth.

1. Community Water Company shall be merged with and into Community Water Company LLC, which shall be the surviving company from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "surviving company", and which shall continue to exist as said surviving company under the name Community Water Company LLC pursuant to the provisions of the Delaware Limited Liability Company Act.

2. The separate existence of Community Water Company, which is hereinafter sometimes referred to as the “terminating company”, shall cease at said effective time in accordance with the provisions of the Utah Revised Business Corporation Act and pursuant to the provisions of the Delaware Limited Liability Company Act.

3. The shares of Community Water Company that are outstanding on the date hereof shall, by virtue of the Merger and without further action, cease to exist and the existing membership interest of USC Utah LLC in Community Water Company LLC shall be the sole membership interest in the surviving company.

4. In the event that this Agreement of Merger shall have been fully adopted upon behalf of the terminating company and of the surviving company in accordance with the provisions of the Utah Revised Business Corporation Act and in accordance with the provisions of the Delaware Limited Liability Company Act, said terminating company and said surviving company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Utah and the laws of the State of Delaware, and that they will cause to be performed all necessary acts within the laws of the State of Utah and the laws of the State of Delaware and elsewhere to effectuate the merger herein provided for.

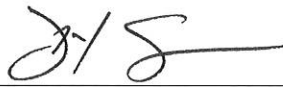
5. The proper officers of the terminating company and the Member of the surviving company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the merger herein provided for.

6. The effective time of the Agreement of Merger, and the time when the merger therein agreed upon shall become effective, shall be upon filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, this Agreement of Merger is hereby signed upon behalf of each of the parties thereto.


COMMUNITY WATER COMPANY

By: ASC Utah LLC, its sole shareholder

By 
Name: David J. Smith
Title: Secretary

COMMUNITY WATER COMPANY LLC

By: ASC Utah LLC, its sole member

By 
Name: David J. Smith
Title: Secretary