

**SECOND AMENDMENT
TO
PROVO RIVER PROJECT – DEER CREEK DIVISION, UTAH**

**SUBSCRIPTION CONTRACT BETWEEN METROPOLITAN WATER DISTRICT OF
SALT LAKE CITY AND THE PROVO RIVER WATER USERS' ASSOCIATION
(500 Shares)**

THIS SECOND AMENDMENT TO PROVO RIVER PROJECT – DEER CREEK DIVISION, UTAH – SUBSCRIPTION CONTRACT BETWEEN METROPOLITAN WATER DISTRICT OF SALT LAKE CITY AND THE PROVO RIVER WATER USERS' ASSOCIATION, dated as of _____, 2010 (this "Second Amendment"), by and between PROVO RIVER WATER USERS ASSOCIATION, a Utah non-profit corporation (the "Association"), and METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY (formerly Metropolitan Water District of Salt Lake City), a metropolitan water district of the State of Utah ("MWDSLS"),

WITNESSETH:

WHEREAS, reference is hereby made to that certain Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Metropolitan Water District of Salt Lake City And The Provo River Water Users' Association, dated as of April 25, 1944 (the "Original 1944 Subscription Contract"), as amended by that certain Provo River Project – Deer Creek Project, Utah Amendatory Subscription Contract Between Metropolitan Water District of Salt Lake City and the Provo River Water Users' Association, dated December 23, 1946 (the "First Amendment") (the Original 1944 Subscription Contract and the First Amendment being referred to collectively herein as the "1944 Subscription Contract"), relating to the subscription rights of then Metropolitan Water District of Salt Lake City with respect to 500 shares of stock in the Association; and

WHEREAS, reference is further made to that certain Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Metropolitan Water District of Salt Lake City And The Provo River Water Users' Association, dated as of December 1, 1937, relating to the subscription rights of then Metropolitan Water District of Salt Lake City with respect to 46,000 shares of stock in the Association (the "Original 1937 Subscription Contract"), as amended by that certain Provo River Project – Deer Creek Project, Utah Amendatory Subscription Contract Between the Metropolitan Water District of Salt Lake City and the Provo River Water Users' Association, dated December 23, 1946, and as further amended on the date hereof by that certain Second Amendment To Provo River Project – Deer Creek Division, Utah Subscription Contract Between Metropolitan Water District Of Salt Lake City And The Provo River Water Users' Association (the "Second Amendment"), (the Original 1937 Subscription Contract, the First Amendment and the Second Amendment being collectively referred to herein as the "46,000 Share MWDSLS Subscription Contract") and

WHEREAS, reference is further made to that certain Master Agreement, dated as of February 1, 2010 (the “Master Agreement”), by and among the Association, Metropolitan Water District of Salt Lake & Sandy, Jordan Valley Water Conservancy District, Provo Reservoir Water Users Company and Central Utah Water Conservancy District, which Master Agreement provides for, among other things, the enclosure of the Provo Reservoir Canal and the elimination of the existing taper (the “Enclosure Project”); and

WHEREAS, the Association and MWDSLs desire that all capacity rights of the District in the enclosed Provo Reservoir Canal, and related payment obligations, shall be reflected in the 46,000 Share MWDSLs Subscription Contract, and that the Original 1944 Subscription Contract be amended accordingly,

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Any capitalized term used herein and not otherwise defined herein or in the Original 1944 Subscription Contract shall have the meaning ascribed thereto in the Master Agreement.

SECTION 2. Effective on the date hereof, Paragraph 14 of the Original 1944 Subscription Contract is amended in its entirety to read as follows:

PAYMENT OF OPERATION AND MAINTENANCE CHARGES

14. The District agrees to pay those operation and maintenance assessments levied by the Association on the shares of stock owned by the District in the Association, including deficiency assessments as may be necessary to pay in full the operation and maintenance expenses incurred by the Association in operating and maintaining said works, and other works otherwise acquired, owned, controlled and/or operated by the Association, except as to the Provo Reservoir Canal and, for purposes of this paragraph 14, the corridor of land within which the Provo Reservoir Canal is situated (the Provo Reservoir Canal and such corridor being referred to collectively in this paragraph 14 as the “PRC”) As to the PRC (from and including the Murdock Diversion on the Provo River to and including the westernmost end of the PRC Penstock and the PRC Jordan River Siphon)the District’s payment obligation shall be as set forth in that certain Second Amendment To Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Metropolitan Water District of Salt Lake City And The Provo River Water Users Association, dated as of the date here, relating to 46,000 shares of stock in the Association.

SECTION 3. Effective on the date hereof, new Paragraph 22 of the 1944 Subscription Contract is adopted to read as follows:

RIGHT OF DISTRICT IN PROVO RESERVOIR CANAL

22. All rights of the District to have water carried and delivered in the enclosed Provo Reservoir Canal shall be as set forth in that certain Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Metropolitan Water District of Salt Lake City And The Provo River Water Users’ Association, dated as of December 1, 1937, relating to the subscription rights of the District with respect to 46,000 shares of stock in the Association, as from time to time amended.

SECTION 4. The title of the Original ____Subscription Contract is hereby changed to “Provo River Project – Deer Creek Division, Utah Subscription Contract between Metropolitan Water District of Salt Lake & Sandy and Provo River Water Users Association” to reflect the change in the name of MWDSL. To the fullest extent practicable, this Second Amendment shall be interpreted in a manner consistent with the Master Agreement.

SECTION 4. Except as expressly hereby amended, the Original 1944 Subscription Contract shall remain in full force and effect, in accordance with its express terms and provisions.

IN WITNESS WHEREOF, the Association and the District have caused this Second Amendment to be executed as of the date first above written.

PROVO RIVER WATER USERS ASSOCIATION

By: _____
Michael L. Wilson
Its: President

By: _____
G. Keith Denos
Its: Secretary-Treasurer

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Leland J. Myers
Chair

**SECOND AMENDMENT
TO
PROVO RIVER PROJECT – DEER CREEK DIVISION, UTAH**

**SUBSCRIPTION CONTRACT BETWEEN UTAH LAKE DISTRIBUTING COMPANY
AND THE PROVO RIVER WATER USERS ASSOCIATION
(15,000 Shares)**

THIS SECOND AMENDMENT TO PROVO RIVER PROJECT – DEER CREEK DIVISION, UTAH – SUBSCRIPTION CONTRACT BETWEEN UTAH LAKE DISTRIBUTING COMPANY AND THE PROVO RIVER WATER USERS’ ASSOCIATION, dated as of _____, 2010 (this “First Amendment”), by and between PROVO RIVER WATER USERS ASSOCIATION, a Utah non-profit corporation (the “Association”), and METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a metropolitan water district of the State of Utah (the “District”),

W I T N E S S E T H:

WHEREAS, reference is hereby made to that certain Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Utah Lake Distributing Company And The Provo River Water Users’ Association, dated as of December 2, 1937 (the “Original 1937 Subscription Contract”), relating to the subscription rights of the Utah Lake Distributing Company with respect to 15,000 shares of stock in the Association, as amended by that certain Provo River Project – Deer Creek Project, Utah Amendatory Subscription Contract Between Utah Lake Distributing Company and the Provo River Water Users’ Association, dated December 30, 1946 (the “First Amendment”) (the Original 1937 Subscription Contract and the First Amendment being referred to collectively herein as the “1937 Subscription Contract”); and

WHEREAS, the Original 1937 Subscription Contract has been assigned to and assumed by MWDSL; and

WHEREAS, reference is further made to that certain Master Agreement, dated as of February 1, 2010 (the “Master Agreement”), by and among the Association, the District, Jordan Valley Water Conservancy District, Provo Reservoir Water Users Company and Central Utah Water Conservancy District, which Master Agreement provides for, among other things, the enclosure of the Provo Reservoir Canal and the elimination of the existing taper (the “Enclosure Project”); and

WHEREAS, reference is further made to that certain Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Metropolitan Water District of Salt Lake City And The Provo River Water Users’ Association, dated as of December 1, 1937, relating to the subscription rights of then Metropolitan Water District of Salt Lake City with respect to 46,000 shares of stock in the Association, as amended by that certain Provo River Project – Deer Creek Project, Utah Amendatory Subscription Contract Between the Metropolitan Water District of Salt Lake City and the Provo River Water Users’ Association, dated December 23, 1946 (such

contracts, as from time to time further amended, being referred to collectively herein as the “46,000 Share MWDSLs Subscription Contract”); and

WHEREAS, the Association and the District are amending the 46,000 Share MWDSLs Subscription Contract simultaneously herewith in connection with the Enclosure Project; and

WHEREAS, the Association and the District desire that all capacity rights of the District in the enclosed Provo Reservoir Canal, and related payment obligations, shall be reflected in the amended 46,000 Share MWDSLs Subscription Contract, and that the Original Subscription Contract be amended accordingly,

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Any capitalized term used herein and not otherwise defined herein or in the Original 1937 Subscription Contract shall have the meaning ascribed thereto in the Master Agreement.

SECTION 2. Effective on the date hereof, Paragraph 13 of the Original 1937 Subscription Contract is amended in its entirety to read as follows:

RIGHT OF DISTRICT IN PROVO RESERVOIR CANAL

13. All rights of the District to have water carried and delivered in the enclosed Provo Reservoir Canal shall be as set forth in that certain Second Amendment To Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Metropolitan Water District of Salt Lake & Sandy And The Provo River Water Users Association, dated as of the date hereof, relating to 46,000 shares of stock in the Association.

SECTION 3. Effective on the date hereof, Paragraph 14 of the Original 1937 Subscription Contract is amended in its entirety to read as follows:

PAYMENT OF OPERATION AND MAINTENANCE CHARGES

14. The District agrees to pay those operation and maintenance assessments levied by the Association on the shares of stock owned by the District in the Association, including deficiency assessments as may be necessary to pay in full the operation and maintenance expenses incurred by the Association in operating and maintaining said works, and other works otherwise acquired, owned, controlled and/or operated by the Association, except as to the Provo Reservoir Canal and, for purposes of this paragraph 14, the corridor of land within which the Provo Reservoir Canal is situated (the Provo Reservoir Canal and such corridor being referred to collectively in this paragraph 14 as the “PRC”). As to the PRC (from and including the Murdock Diversion on the Provo River to and including the westernmost end of the PRC Penstock and the PRC Jordan River Siphon) the District’s payment obligation shall be as set forth in that certain

Second Amendment To Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Metropolitan Water District of Salt Lake & Sandy And The Provo River Water Users Association, dated as of the date hereof , relating to 46,000 shares of stock in the Association.

SECTION 4. The title of the Original 1937 Subscription Contract is hereby changed to “Provo River Project – Deer Creek Division, Utah Subscription Contract between Metropolitan Water District of Salt Lake & Sandy and Provo River Water Users Association,” to reflect the assumption of the Original Subscription Contract by MWDSL. All references in the Original Subscription Contract to the “Utah Lake Distributing Company” or the “Company” shall be construed as meaning “Metropolitan Water District of Salt Lake & Sandy” or the “District.” To the fullest extent practicable, this Second Amendment shall be interpreted in a manner consistent with the Master Agreement.

SECTION 5. Except as expressly hereby amended, the Original 1937 Subscription Contract shall remain in full force and effect, in accordance with its express terms and provisions.

IN WITNESS WHEREOF, the Association and the District have caused this Second Amendment to be executed as of the date first above written.

PROVO RIVER WATER USERS ASSOCIATION

By: _____
Michael L. Wilson
Its: President

By: _____
G. Keith Denos
Its: Secretary-Treasurer

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Leland J. Myers
Chair

**SECOND AMENDMENT
TO
PROVO RIVER PROJECT – DEER CREEK DIVISION, UTAH**

**SUBSCRIPTION CONTRACT BETWEEN UTAH LAKE DISTRIBUTING COMPANY
AND THE PROVO RIVER WATER USERS ASSOCIATION
(200 Shares)**

THIS SECOND AMENDMENT TO PROVO RIVER PROJECT – DEER CREEK DIVISION, UTAH – SUBSCRIPTION CONTRACT BETWEEN UTAH LAKE DISTRIBUTING COMPANY AND THE PROVO RIVER WATER USERS ASSOCIATION, dated as of _____, 2010 (this “Second Amendment”), by and between PROVO RIVER WATER USERS ASSOCIATION, a Utah non-profit corporation (the “Association”), and METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a metropolitan water district of the State of Utah (the “District”),

WITNESSETH:

WHEREAS, reference is hereby made to that certain Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Utah Lake Distributing Company And The Provo River Water Users’ Association, dated as of December 2, 1937 (the “Original 1937 Subscription Contract”), relating to the subscription rights of the Utah Lake Distributing Company with respect to 200 shares of stock in the Association, as amended by that certain Provo River Project – Deer Creek Project, Utah Amendatory Subscription Contract Between Utah Lake Distributing Company and the Provo River Water Users’ Association, dated December 30, 1946 (the “First Amendment”) (the Original 1937 Subscription Contract and the First Amendment being referred to collectively herein as the “1937 Subscription Contract”); and

WHEREAS, the Original 1937 Subscription Contract has been assigned to and assumed by MWDSL; and

WHEREAS, reference is further made to that certain Master Agreement, dated as of February 1, 2010 (the “Master Agreement”), by and among the Association, the District, Jordan Valley Water Conservancy District, Provo Reservoir Water Users Company and Central Utah Water Conservancy District, which Master Agreement provides for, among other things, the enclosure of the Provo Reservoir Canal and the elimination of the existing taper (the “Enclosure Project”); and

WHEREAS, reference is further made to that certain Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Metropolitan Water District of Salt Lake City And The Provo River Water Users’ Association, dated as of December 1, 1937, relating to the subscription rights of then Metropolitan Water District of Salt Lake City with respect to 46,000 shares of stock in the Association, as amended by that certain Provo River Project – Deer Creek Project, Utah Amendatory Subscription Contract Between the Metropolitan Water District of Salt Lake City and the Provo River Water Users’ Association, dated December 23, 1946 (such

contracts, as from time to time amended, being referred to collectively herein as the “46,000 Share MWDSLS Subscription Contract”); and

WHEREAS, the Association and the District are amending the 46,000 Share MWDSLS Subscription Contract simultaneously herewith in connection with the Enclosure Project; and

WHEREAS, the Association and the District desire that all capacity rights of the District in the enclosed Provo Reservoir Canal, and related payment obligations, shall be reflected in the amended 46,000 Share MWDSLS Subscription Contract, and that the Original Subscription Contract be amended accordingly,

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Any capitalized term used herein and not otherwise defined herein or in the Original 1937 Subscription Contract shall have the meaning ascribed thereto in the Master Agreement.

SECTION 2. Effective upon the date hereof, Paragraph 13 of the Original Subscription Contract is amended in its entirety to read as follows:

RIGHT OF DISTRICT IN PROVO RESERVOIR CANAL

13. All rights of the District to have water carried and delivered in the enclosed Provo Reservoir Canal shall be as set forth in that certain Second Amendment To Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Metropolitan Water District of Salt Lake & Sandy And The Provo River Water Users Association, dated as of the date hereof, relating to 46,000 shares of stock in the Association.

SECTION 3. Effective on the date hereof, Paragraph 14 of the Original 1937 Subscription Contract is amended in its entirety to read as follows:

PAYMENT OF OPERATION AND MAINTENANCE CHARGES

14. The District agrees to pay those operation and maintenance assessments levied by the Association on the shares of stock owned by the District in the Association, including deficiency assessments as may be necessary to pay in full the operation and maintenance expenses incurred by the Association in operating and maintaining said works, and other works otherwise acquired, owned, controlled and/or operated by the Association, except as to the Provo Reservoir Canal and, for purposes of this paragraph 14, the corridor of land within which the Provo Reservoir Canal is situated (the Provo Reservoir Canal and such corridor being referred to collectively in this paragraph 14 as the “PRC”). As to the PRC (from and including the Murdock Diversion on the Provo River to and including the westernmost end of the PRC Penstock and the PRC Jordan River Siphon) the District’s payment obligation shall be as set forth in that certain

Second Amendment To Provo River Project – Deer Creek Division, Utah – Subscription Contract Between Metropolitan Water District of Salt Lake & Sandy And The Provo River Water Users Association, dated as of the date hereof , relating to 46,000 shares of stock in the Association.

SECTION 4. The title of the Original 1937 Subscription Contract is hereby changed to “Provo River Project – Deer Creek Division, Utah Subscription Contract between Metropolitan Water District of Salt Lake & Sandy and Provo River Water Users Association,” to reflect the assumption of the Original 1937 Subscription Contract by MWDSLS. All references in the Original 1937 Subscription Contract to the “Utah Lake Distributing Company” or the “Company” shall be construed as meaning “Metropolitan Water District of Salt Lake & Sandy” or the “District.” To the fullest extent practicable, this Second Amendment shall be interpreted in a manner consistent with the Master Agreement.

SECTION 5. Except as expressly hereby amended, the Original 1937 Subscription Contract shall remain in full force and effect, in accordance with its express terms and provisions.

IN WITNESS WHEREOF, the Association and the District have caused this Second Amendment to be executed as of the date first above written.

PROVO RIVER WATER USERS ASSOCIATION

By: _____
Michael L. Wilson
Its: President

By: _____
G. Keith Denos
Its: Secretary-Treasurer

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Leland J. Myers
Chair

SECOND AMENDMENT

TO

PROVO RIVER PROJECT – DEER CREEK DIVISION, UTAH

**SUBSCRIPTION CONTRACT BETWEEN METROPOLITAN WATER DISTRICT OF
SALT LAKE CITY AND THE PROVO RIVER WATER USERS' ASSOCIATION
(46,000 Shares)**

THIS SECOND AMENDMENT TO PROVO RIVER PROJECT – DEER CREEK DIVISION, UTAH SUBSCRIPTION CONTRACT BETWEEN METROPOLITAN WATER DISTRICT OF SALT LAKE CITY AND THE PROVO RIVER WATER USERS' ASSOCIATION, dated as of January ____, 2010 (this "Second Amendment"), by and between PROVO RIVER WATER USERS ASSOCIATION, a Utah non-profit corporation (the "Association"), and METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY (formerly Metropolitan Water District of Salt Lake City), a metropolitan water district of the State of Utah ("MWDSLS"),

WITNESSETH:

WHEREAS, reference is hereby made to that certain Provo River Project – Deer Creek Division, Utah Subscription Contract Between Metropolitan Water District of Salt Lake City And The Provo River Water Users' Association, dated as of December 1, 1937 (the "Original Subscription Contract"), as amended by that certain Provo River Project – Deer Creek Project, Utah Amendatory Subscription Contract Between the Metropolitan Water District of Salt Lake City and the Provo River Water Users' Association, dated December 23, 1946 (the "First Amendment"), relating to the subscription rights of then Metropolitan Water District of Salt Lake City with respect to 46,000 shares of stock in the Association (the Original Subscription Contract and the First Amendment being collectively referred to herein as the "46,000 Share MWDSLS Subscription Contract"); and

WHEREAS, reference is further made to that certain Master Agreement, dated as of February 1, 2010 (the "Master Agreement"), by and among the Association, MWDSLS, Jordan Valley Water Conservancy District, Provo Reservoir Water Users Company and Central Utah Water Conservancy District, which Master Agreement provides for, among other things, the enclosure of the Provo Reservoir Canal and the elimination of the existing taper (the "Enclosure Project"); and

WHEREAS, the Association and MWDSLS desire to amend the 46,000 Share MWDSLS Subscription Contract in certain respects, in connection with the Enclosure Project,

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Any capitalized term used herein and not otherwise defined herein or in the 46,000 Share MWDSLs Subscription Contract shall have the meaning ascribed thereto in the Master Agreement.

SECTION 2. Effective on the date hereof, Paragraph 13 of the 46,000 Share MWDSLs Subscription Contract is amended in its entirety to read as follows:

RIGHT OF DISTRICT IN PROVO RESERVOIR CANAL

13. Subject to temporary, extended and/or partial closures as reasonable or required for the Enclosure Project, or closures or restrictions excused by the Force Majeure clause of the Master Agreement, and during the irrigation season, the District is entitled to have carried and delivered in the Provo Reservoir Canal from and including the Murdock Diversion on the Provo River to the point of discharge at the end of the Provo Reservoir Canal Penstock into the Utah Lake Distributing Company canal system, such flow of water, measured in cubic feet per second, as shall not exceed 207 cubic feet of water per second of time at the head of said canal and 187 cubic feet of water per second of time at the end of the Provo Reservoir Canal Penstock (subject to the capacity limitations of the Provo Reservoir Canal Penstock); provided that such water shall meet the water quality criteria for inclusion in the Provo Reservoir Canal described in the Master Agreement. The District may assign its capacity as described in the Master Agreement. Any of such capacity not utilized by the District and not so assigned shall be allocated as provided in the Master Agreement. Similarly, the District has the right to utilize pro-rata with other parties to the Master Agreement, as described in the Master Agreement, any additional capacity that is available. Any increases or decreases in the portion of Provo Reservoir Canal capacity available to the Association shall be allocated to those Association shareholders with Provo Reservoir Canal capacity rights in proportion to the respective Provo Reservoir Canal capacity rights of such Association shareholders.

SECTION 3. Effective upon the placement into service of the enclosed Provo Reservoir Canal, Paragraph 13 of the 46,000 Share MWDSLs Subscription Contract is further amended in its entirety to read as follows:

13. Subject to closures or restrictions excused by the Force Majeure clause of the Master Agreement, the District is entitled to have carried and delivered in the Provo Reservoir Canal from and including the Murdock Diversion on the Provo River to the point of discharge at the end of the Provo Reservoir Canal Penstock into the Utah Lake Distributing Company canal system, such flow of water, measured in cubic feet per second, as shall not exceed the District's share of the Provo Reservoir Canal capacity, by reach, described in Exhibit A attached hereto;

provided that such water shall meet the water quality criteria for inclusion in the Provo Reservoir Canal described in the Master Agreement. The District may assign its capacity as described in the Master Agreement. Any of such capacity not utilized by the District and not so assigned shall be allocated as provided in the Master Agreement. Similarly, the District has the right to utilize pro-rata with other parties to the Master Agreement, as described in the Master Agreement, any additional capacity that is available. Any increases or decreases in the portion of Provo Reservoir Canal capacity available to the Association shall be allocated to those Association shareholders with Provo Reservoir Canal capacity rights in proportion to the respective Provo Reservoir Canal capacity rights of such Association shareholders.

SECTION 4. Effective on the date hereof, Paragraph 14 of the 46,000 Share MWDSL Subscription Contract is amended in its entirety to read as follows:

PAYMENT OF OPERATION AND MAINTENANCE CHARGES

14. The District agrees to pay those operation and maintenance assessments levied by the Association on the shares of stock owned by the District in the Association, including such deficiency assessments as may be necessary to pay in full the operation and maintenance expenses incurred by the Association in operating and maintaining said works, and other works otherwise acquired, owned, controlled and/or operated by the Association, except as to the Provo Reservoir Canal and, for purposes of this paragraph 14, the corridor of land within which the Provo Reservoir Canal is situated (the Provo Reservoir Canal and such corridor being referred to collectively in this paragraph 14 as the "PRC").

As to the PRC (from and including the Murdock Diversion on the Provo River to and including the westernmost end of the PRC Penstock and the PRC Jordan River Siphon), the District agrees to pay to the Association such additional assessments as shall be necessary to pay the District's proper share of the cost and expense incurred by the Association in connection with the Enclosure Project and the future maintenance, repair, renewal and operation of the PRC, as follows:

(a) In connection with the Enclosure Project, and the future maintenance, repair and renewal of the PRC, the District's share shall be (i) 207/508ths of the Association's share of the Enclosure Project costs incurred by the Association as described in the Master Agreement (including debt service payments, associated reserve fund payments, maintenance contingency reserves, and the like), and (ii) (A) until completion of the Enclosure Project, 207/328ths of the Association's share of total cost and expense (including reserves authorized by the Master Agreement or by the Association's Board of Directors) of the future maintenance, repair and renewal of the PRC, and (B) after completion of the Enclosure Project, 187/316ths of the Association's share of the total cost and

expense (including reserves authorized by the Master Agreement or by the Association's Board of Directors) of the future maintenance, repair and renewal of the PRC; and

(b) In connection with the operation of the PRC, the District's share shall bear the same ratio to the total cost and expense of operating the PRC (including operation contingency reserves, and the like), as the total number of acre feet of water carried by the Association for the District in the Provo Reservoir Canal during the year for which the cost and expense aforesaid is computed bears to the total number of acre feet carried by the Association during said year in the Provo Reservoir Canal for all stockholders of the Association, and for others,

or, notwithstanding the foregoing, and in connection with the operation, maintenance, repair and renewal of the PRC, such greater amounts as may be provided in any amendment to the Master Agreement.

The costs described above relating to the maintenance, repair, renewal and operation of the PRC shall be included in the annual PRC Budget prepared by Association staff as provided in the Master Agreement. All reserves shall be built up over a reasonable period of time, shall be maintained in an interest bearing account, and shall be accounted for in a manner satisfactory to those contributing to the reserves.

SECTION 5. The title of the Original Subscription Contract is hereby changed to "Provo River Project – Deer Creek Division, Utah Subscription Contract between Metropolitan Water District of Salt Lake & Sandy and Provo River Water Users Association" to reflect the change in the name of MWDSLS. To the fullest extent practicable, this Second Amendment to the 46,000 Share MWDSLS Subscription Contract shall be interpreted in a manner consistent with the Master Agreement.

SECTION 6. Except as expressly hereby amended, the 46,000 Share MWDSLS Subscription Contract shall remain in full force and effect, in accordance with its express terms and provisions.

IN WITNESS WHEREOF, the Association and the District have caused this Second Amendment to be executed as of the date first above written.

PROVO RIVER WATER USERS ASSOCIATION

By: _____
Michael L. Wilson
Its:President

By: _____
G. Keith Denos
Its:Secretary-Treasurer

**METROPOLITAN WATER DISTRICT OF SALT
LAKE & SANDY**

Leland J. Myers
Chair

Exhibit A

CAPACITY ALLOCATION TABLE

Table 1
Flow Capacities by Reach
Provo Reservoir Canal Enclosure Project

Station	Total Canal Design	PRWUA	MWDSLS	PRWUCO	Highland Cons. Dist.	Pleasant Grove Irr. Company	Lindon MWD	Pleasant Grove MWD	American Fork MWD	Lehi City	PRWUCO	JVWCD	CUWCD	Comments
0+00 to 71+47	550	299	187	60	30	7	1.2	1.8	3.75	8.25	180	21	50	Max capacity of Murdock Diversion from the Provo River, under environmental assessment requirements
71+47 to 871+50	626	316	187	60	30	7	1.2	1.8	6	23	180	80	50	Additional capacity added at intersection with Utah Lake System pipeline where the Olmsted Siphon daylights at 800 North in Orem
871+50 to 1075+50	585	275	187	60		3.5	0.6	0.9		23	180	80	50	30 cfs taken out for Highland Conservation District at Lehi Center Street, 8cfs misc diversions for Pleasant Grove, Lindon, and American Fork
1075+50 to 1116+20	562	252	187	60		3.5	0.6	0.9			180	80	50	23 cfs taken out for Lehi at last turnout along Sky Park Drive as canal heads west

Notes:

1. Flow capacity from station 0+00 to 71+47 is limited to 550 cfs. New capacity requests by JVWCD, Lehi City, and American Fork MWD will be restricted through this first reach pro-rata. JVWCD will have 21cfs new capacity of its requested 80 cfs in this reach. Lehi City will have 5.25 cfs of its requested 20 cfs new capacity, plus its pre-existing 3 cfs capacity for a total of 8.25 cfs in this reach. American Fork MWD will have 0.75 cfs of its requested 3 cfs new capacity, plus its pre-existing 3 cfs capacity for a total of 3.75 cfs in this reach.

2. The Provo Reservoir Canal Penstock, and Provo Reservoir Canal Siphon are not a part of the Project. Notwithstanding anything in this Agreement, 100% of the capacities of the Penstock and Siphon are committed to PRWUA. 100% of the Siphon capacity is committed by PRWUA to PRWUC pursuant to the PRWUC 1939 Contract and subscription contract.

Notwithstanding anything in this Agreement, any use of space available Siphon capacity by any of the Parties or other shareholders of PRWUA, will require the reasonable sharing of maintenance costs, and the written consent of PRWUC and PRWUA, which consent shall not be unreasonably withheld, delayed or conditioned.

100% of the Penstock capacity is committed to by PRWUA to MWDSLS pursuant to subscription contract. Notwithstanding anything in this Agreement, any use of space available Penstock capacity by any of the Parties or other shareholders of PRWUA, will require the reasonable sharing of maintenance costs, and the written consent of MWDSLS and PRWUA, which consent shall not be unreasonably withheld, delayed or conditioned.