

**AGREEMENT REGARDING PHASE 1
FACILITIES CONSTRUCTION COST AND USE;
COST AND USE OF UNUSED TRIBAL WATER**

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**AGREEMENT REGARDING PHASE 1
FACILITIES CONSTRUCTION COST AND USE;
COST AND USE OF UNUSED TRIBAL WATER**

This Agreement is entered into this ____ day of _____, 2011, between the Eastern Municipal Water District (“EMWD”), the Lake Hemet Municipal Water District (“LHMWD”), the City of Hemet (“HEMET”), and the City of San Jacinto (“SAN JACINTO”), sometimes collectively referred to as the “Public Agencies” or “Agencies” or “Parties.”

RECITALS

1. Within the Hemet/San Jacinto Valley, there are a series of groundwater basins, i.e., the Canyon, Intake, Upper Pressure and Hemet Subbasins, that are the subject of a groundwater management plan (“WMP”) being developed by EMWD, LHMWD, the Cities of Hemet (“HEMET”) and San Jacinto (“SAN JACINTO”), and a number of private pumpers (all of whom produce groundwater from one or more of these basins) to address the problem of overdraft. It is anticipated that demands of growing populations will result in increased production of groundwater by EMWD, LHMWD, and the two Cities (“Public Agencies”) that will exacerbate the overdraft if not addressed.

2. The Soboba Band of Luiseño Indians (“the Tribe”) has asserted a claim of senior rights to the surface flows of the San Jacinto River and to the groundwaters of the Canyon Sub-basin and Intake portion of the Upper Pressure Sub-basin. In addition, the Tribe has asserted claims for money damages against (a) the Metropolitan Water District of Southern California (“MWD”) for the alleged wrongful diversion of surface and groundwaters away from the Tribe’s reservation as the result of the construction of the San Jacinto tunnel portion of the MWD Colorado River Aqueduct and (b) EMWD and LHMWD for alleged wrongful groundwater

production and surface water diversions and otherwise wrongfully interfering with the Tribe's water rights.

3. The Tribe, the federal government as Trustee for the Tribe, MWD, EMWD, and LHMWD have reached agreement on a resolution of the Tribe's claims to senior water rights and for money damages in a document titled the "SOBOBA BAND OF LUISEÑO INDIANS SETTLEMENT AGREEMENT" ("Settlement Agreement"); Congress has approved the Settlement Agreement by adopting HR 4841 which has been signed by the President and has become law.

4. The WMP is intended to restore and protect the sub-basins described above by, among other things, implementing the Settlement Agreement described in the preceding paragraph. It will be administered by a Watermaster consisting of a board composed of one (1) elected official selected by each of the Public Agencies and one (1) private pumper representative, to be appointed by the Court pursuant to a Stipulated Judgment for Adjudication of said sub-basins which is expected to occur before the Phase 1 facilities that are the subject of this Agreement are operational. In the event that the effectiveness of the Settlement Agreement is delayed or does not become effective, it is the intent of the parties that the terms of this Agreement shall nevertheless remain in effect.

5. The Settlement Agreement provides, in part, that

a. The Tribe shall have a quantified water right of 9,000 acre feet per year, subject to certain restrictions;

b. A groundwater management plan ("WMP") shall be developed and implemented by EMWD and LHMWD in cooperation with other groundwater producers in the area to address the overdraft and recognize and account for the Tribe's prior water right;

c. EMWD on behalf of the WMP shall enter into a contract with MWD whereby MWD sells to EMWD an average of 7,500 acre feet of untreated replenishment water (“Imported Water”) each year to be recharged in the Intake portion of the Upper Pressure Sub-basin and/or Canyon Subbasin so as to be available for production by the Tribe; the Contract with MWD terminates on December 31, 2035, but is subject to the requirement for good-faith negotiations regarding an extension which, when added to the original term would provide for a total term of fifty (50) years.

d. MWD will have the right to deliver this water at any time of the year which necessitates expansion of and additions to EMWD’s existing facilities to the point where deliveries can be made by MWD at the rate of 42 cubic feet per second and recharge facilities can accommodate such flows and to provide predelivery storage of up to 40,000 acre-feet.

e. The Tribe has agreed to limit the exercise of its quantified water right to a maximum of 4,100 acre-feet per year for 50 years as provided in the Settlement Agreement, Exhibit “I,” and limit the use of such water to lands within the Reservation and lands now owned or hereafter acquired by the Tribe contiguous to the Reservation or within the Basin, i.e., the Canyon Sub-Basin and Intake portion of the Upper Pressure Sub-Basin, as depicted on Exhibit “B” (Map) and described in Exhibit “C” to the said Settlement Agreement. The unused portion of the Tribe’s water right will be available for use by the Public Agencies.

f. In the event that the Tribe is unable to produce up to 3,000 acre feet per year of its water right from the Canyon Sub-basin, and the balance from the Intake Sub-basin (as that right is limited by Exhibit “I” to the Settlement Agreement) because of a lack of water, EMWD and LHMWD shall deliver the shortfall.

g. The Federal Government will establish a Restoration Fund with two (2) appropriations totaling \$10,000,000.00 to pay or reimburse costs associated with constructing, operating and maintaining the recharge facilities required to recharge the MWD water. EMWD, on behalf of the WMP, shall submit an expenditure plan for the use of said funds, and, upon approval of the plan by the Secretary of the Interior, may, on behalf of the WMP, expend or be reimbursed monies from the Restoration Fund as provided in the plan.

h. The Tribe shall be paid \$7,000,000.00 by the Parties to this Agreement within one hundred twenty (120) days of the date the Settlement Agreement becomes effective. In addition, within one hundred twenty (120) days of the release of funds from the Restoration Fund to EMWD, on behalf of the WMP, the Tribe shall be paid a sum equal in amount to the funds so released.

6. The existing EMWD facilities, as expanded and increased in capacity to accommodate a flow rate of 42 cfs, and the recharge and recovery facilities to be constructed for recharge of the MWD water, are known as the “Phase 1 Facilities”; the cost of the expansions, additions and construction is currently estimated to be \$22,329,000.00.

In addition to these capital costs, an additional \$3,307,000.00 will be required to fund environmental related activities to obtain the Clean Water Act’s Section 404 Permit from the Army Corps of Engineers, necessary to construct and operate the Phase 1 Facilities, including the recharge ponds. Specifically, \$1,819,000.00 will be required to create an endowment fund for the first fifteen (15) years to be held by the Riverside County Habitat Conservation Authority and to conduct pre-construction surveys; \$1,488,000.00 to fund environmental monitoring, surveying, and maintenance requirements for the first fifteen (15) years and the environmental

mitigation costs beyond the first fifteen (15) years by the endowment held by the Riverside County Habitat Conservation Authority.

7. For purposes of the WMP, the Public agencies have been assigned the following prorata shares of Base Production Rights (as defined herein): LHMWD - 34.2%; EMWD - 33.7%; HEMET - 19.6%; and SAN JACINTO - 12.5%. The Public Agencies have agreed that these prorata shares shall be used for the purpose of generally allocating joint financial obligations required to implement the WMP. Although these prorata shares will remain fixed, subject to a Party's right to withdraw after all financial obligations described in Exhibit "D" have been satisfied pursuant to Subparagraph H.2 below, except as noted above, it is anticipated that each Public Agency's actual production will fluctuate over time in response to needs of each Agency's system and customers as well as conditions within the Management Area. In addition, one of the methods utilized in the WMP to address the overdraft is to reduce over time, the amount of groundwater each Public Agency may pump from the Management Area free of the obligation to pay a Replenishment Assessment (as defined in the WMP). The WMP states a goal of eliminating the overdraft. The funds raised from the payment of Replenishment Assessments will be utilized by the Watermaster to purchase and recharge Supplemental Water (as defined in the WMP). Neither the fluctuation of an Agency's actual production, nor any adjustment in its right to pump free of Replenishment Assessments shall increase, decrease or otherwise alter its stated share of obligations assumed under this Agreement.

8. EMWD has offered to make its "Existing Facilities" (as defined herein) that form the base of the "Phase 1 Facilities" (as defined herein) available to the Watermaster for the purpose of implementing the WMP on a permanent basis subject to the capacity reservation for existing customers in the amount described in Subparagraph C.4.a.(1) below, and to join with the

other participating Public Agencies to share the costs of the construction of the “Additional Facilities” (as defined herein) required to provide the necessary capacities, said sharing to be based on percentage shares stated in this Agreement. The Parties understand that the Phase 1 Facilities will be needed to provide the capacity to import water required to offset current overdraft and to provide water to accommodate future growth even if the Settlement Agreement is not finalized. The Parties desire that the provisions of this Agreement relating to the financing, construction and operation of the Additional Facilities shall be unaffected by the fate of the Settlement Agreement.

9. EMWD has assumed responsibility for providing the financing for the construction of the Additional Facilities through the issuance and sale of bonds and EMWD has assumed responsibility for the construction of the Additional Facilities. In order to share in the benefits of the Additional Facilities, the other participating Public Agencies agree, subject to the terms and conditions set forth in Exhibit “D” of this Agreement, to pay to EMWD an amount equal to their respective prorata shares of the financing obligations incurred by EMWD.

10. The Parties desire that the Phase 1 Facilities, upon completion of the Additional Facilities, will be operated as a single unit and agree that it is therefore appropriate that EMWD hold title to the Phase 1 Facilities and that in consideration of the agreement by each participating Party to pay to EMWD that Party’s stated share of the financial obligations assumed by EMWD, EMWD is willing to hold title to the Phase 1 Facilities in trust for the Public Agencies hereto during the term of this Agreement and to make capacity in the Phase 1 Facilities available according to the priorities established herein by the parties.

11. Each of the Participating Agencies is willing to provide its prorata share of the \$7,000,000.00 payment due to the Tribe on the conditions as to the terms set forth in Exhibit “D”.

12. Each of the Participating Agencies is willing to provide its prorata share of the \$3,307,000.00 due to the environmental related costs on the conditions as to the terms set forth in Exhibit “D.”

13. The Public Agencies hereby agree to propose to the Watermaster when the latter is appointed by the Court, that the Watermaster shall assume full responsibility for any participating Agency’s payments required under Recital 9 and Recital 11 above that remain unpaid at that point; but if the Watermaster is not appointed or declines to assume such responsibility, then each Party shall continue to be responsible for its prorata share of said required payments.

14. Recital 5 above describes the provisions in the Settlement Agreement regarding the Tribe’s water right and the purchase from MWD by EMWD, on behalf of the WMP, of the 7,500 afa to be made available to the Tribe. Each participating Agency is willing to assume its responsibility for the payment of its prorata share of the cost of such water purchases, either indirectly through payments by the Watermaster on its behalf, or directly by reimbursement made to EMWD.

AGREEMENT

IT IS THEREFORE AGREED,

A. RECITALS INCORPORATED

The Recitals set forth above are hereby incorporated and made a part of this Agreement.

B. DEFINITIONS

1. Additional Facilities - the additions and expansions to the Existing Facilities described on the list attached hereto and incorporated herein by reference as Exhibit “A” necessary to provide 42 cubic feet per second delivery and recharge capacity for the Imported Water and recovery wells.

2. Base Production Right - for each of the Public Agencies, the following right based upon average production during 1995 - 1999, as adjusted: LHMWD - 34.2%; EMWD - 33.7%; HEMET - 19.6%; SAN JACINTO - 12.5%.

3. Existing Facilities – EMWD’s Grant Street ponds and pipeline thereto and that portion of EMWD’s raw water system that forms the base component of the Phase 1 Facilities as described on the list attached hereto and incorporated herein by reference as Exhibit “B.”

4. Phase 1 Facilities - collectively, the Existing Facilities and the Additional Facilities.

5. Prorata Share - the prorata share of each Public Agency shall be its relative share of the total base production rights of the Public Agencies, expressed as a percentage as follows:

LHMWD - 34.2%;

EMWD - 33.7%;

CITY OF HEMET - 19.6%;

CITY OF SAN JACINTO - 12.5%.

6. Revised Prorata Share - a revised determination of prorata shares of participating Agencies after one or more agencies opts out at the end of the term.

7. Settlement Agreement - the Soboba Band of Luiseño Indians Settlement Agreement between the Tribe, the federal government as Trustee for the Tribe, MWD, EMWD and LHMWD.

C. CONSTRUCTION AND USE OF PHASE 1 FACILITIES

1. Role of EMWD

EMWD, on behalf of the WMP, has undertaken the financing of the construction of the Additional Facilities through the issuance and sale of bonds and will undertake the construction of the Additional Facilities. EMWD shall act as the lead agency for the purposes of completing any review of such facilities required under the California Environmental Quality Act and for obtaining and maintaining any permits or approvals required from any local state or federal governmental agencies having jurisdiction over the project and for implementing, monitoring and compliance with respect to CEQA mitigation except to the extent such duties are assumed by the Watermaster. The other Public Agencies shall satisfy any requirements imposed on them as Responsible Agencies by said Act.

2. Construction Cost Estimates

The current estimate of the cost of constructing the Additional Facilities and cost of the initial environmental related activities is approximately \$24,148,000.00, as reflected in the budget set out in Exhibit “C.”

a. To the extent federal or state grant monies are obtained to offset the construction cost of the Additional Facilities, other than monies from the federal Restoration Fund established by H.R. 4841, such funds will be applied to reduce the contributions required from the public agencies as provided in this Paragraph C.

b. Subject to the provisions of Subparagraphs C.2.c and C.2.d below, LHMWD, HEMET and SAN JACINTO will each provide EMWD its prorata share of the funds as set forth in Exhibit “D” required for construction of the facilities described on Exhibit “A.”

c. The foregoing Subparagraph b notwithstanding, in the event that construction and the initial environmental related costs exceed the budget of \$24,148,000.00, as set forth in Exhibit “C” (and as adjusted pursuant to Subparagraph C.2.a) by not more than Ten Percent (10%), then each party hereby agrees, without further need for approval by its Board or Council, that the Agency will pay such increase according to its prorata share of the costs in the same manner and on the same conditions and terms set forth in Exhibit “D.”

d. In the event that construction and environmental related costs for the Additional Facilities exceed the budget of \$24,148,000.00, as set forth in Exhibit “C” (and as adjusted pursuant to Subparagraph C.2.a) by more than Ten Percent (10%), then each party shall determine whether to pay its share of the increased cost or to pay only its original prorata share. If one or more parties determine to pay only their original prorata share, then the prorata share of the other parties shall be redetermined and the parties assuming the increase in costs shall be assigned a proportionately higher percentage share of the capacity of the Phase 1 Facilities.

3. Environmental Cost Estimates

The current estimate of the environmental related activities cost is approximately \$3,307,000.00, as reflected in the budget set out in Exhibit “C.”

a. Subject to the provisions of Subparagraphs C.3.b and C.3.c below, LHMWD, HEMET and SAN JACINTO will each provide EMWD its prorata share of the environmental mitigation costs as set forth in Paragraph C of Exhibit “D” required by the Clean

Water Act's Section 404 Permit from the Army Corps of Engineers for the construction of the facilities.

b. In the event that environmental related activities costs exceed the budget of \$3,307,000.00, as set forth in Exhibit "C" by not more than Ten Percent (10%), then each party hereby agrees, without further need for approval by its Board or Council, that the Agency will pay such increase according to its prorata share of the environmental related costs in the same manner and on the same conditions and terms set forth in Exhibit "D."

c. In the event that environmental related costs for the Additional Facilities exceed the budget of \$3,307,000.00, as set forth in Exhibit "C" by more than Ten Percent (10%), then each party shall determine whether to pay its share of the increased cost or to pay only its original prorata share. If one or more parties determine to pay only their original prorata share, then the prorata share of the other parties shall be redetermined and the parties assuming the increase in costs shall be assigned a proportionately higher percentage share of the capacity of the Phase 1 Facilities.

4. Title to and Use of Phase 1 Facilities

EMWD shall hold title to the Phase 1 Facilities in trust, as a single unit, for the benefit of the Parties hereto for the term of this Agreement. At the termination of this Agreement, EMWD will hold title to the Phase 1 Facilities, free of said trust. During the Term of this Agreement, EMWD will make the capacity in such facilities available according to the following priorities:

a. Imported Water Conveyance

The use of the Phase 1 Facilities to import water shall be subject to the following priorities:

(1) First, for deliveries to EMWD's existing customers, up to 26 cfs;

(2) Second, for delivery of Imported Water purchased from MWD in such quantities as may, from time to time, be delivered by MWD as provided in the agreement between EMWD and MWD for purchase and delivery of such Imported Water;

(3) Third, for delivery of other water purchased by or on behalf of the Watermaster; and

(4) Fourth, for delivery of water purchased by or on behalf of any Party; provided, however, that if all such proposed purchases exceed the remaining capacity available in the facilities, the capacity shall be apportioned among the Parties seeking to use that capacity, according to their prorata base rights.

b. Recovery/Extraction Facilities

The use of the Phase 1 recovery wells shall be subject to the following priorities and obligations:

(1) Allocation

Allocation of recovery capacity shall be in the following order of priority:

(a) 7,500 afa Capacity

The first 7,500 afa shall be allocated among the Parties based on the prorata shares established in the Water Management Plan (LHMWD-34.2%; EMWD-33.7%; HEMET-19.6%; SAN JACINTO-12.5%); or, in the event that an Agency opts out at the end of the term, the adjusted prorata shares of the remaining Agency or Agencies will be determined as set forth in Subparagraph H.2 below.

(b) Excess Capacity

Recovery capacity in excess of 7,500 afa shall be available to the Parties according to their prorata shares established in Subparagraph C.4.b.(1)(a) above; any unsubscribed excess capacity will be assigned by the Watermaster based on need.

(c) Limit on Use

No Party shall be entitled to receive more than 15% of that Party's entitlement to capacity in the Phase 1 wells in any one calendar month.

(d) Obligation to Use

The recharge of Imported Water will result in mounding of the recharged water centering around the recharge site. Avoidance of potential adverse impacts related to groundwater levels in the area will require the use of Phase 1 recovery wells to pump water from the immediate area. The amount of such production will vary, depending upon the amount of Imported Water that is recharged.

Pending appointment of the Watermaster by the court, EMWD shall determine the amount of production by the Phase 1 recovery wells required each year to avoid potential adverse effects of mounding; the Watermaster shall make this determination following its appointment. Once said determination has been made each year, each Party will be responsible for the costs of pumping its prorata share of said amount and for the disposition of its share of the water produced, either by use of the water by that Party or through transfer to another Party.

A Party that has met this annual obligation may use its own well(s) for production of additional amounts of groundwater, whether said additional amounts would, when combined with that Party's share of the water produced by the Phase 1

recovery wells, be within its Base Production Right or in excess thereof, and therefore subject to a replenishment assessment charge.

c. Distribution Facilities

Delivery of water produced by the Phase 1 recovery wells to each Party will be through EMWD's existing distribution system (which is not a part of the Phase 1 Facilities). Existing delivery and distribution connections between EMWD and the other Parties shall remain in place. Maintenance for each such connection shall be the responsibility of the Party maintaining same prior to the effective date of this Agreement.

d. Budgeting Costs of Use

EMWD shall submit proposed budgets with a detailed breakdown of costs to the Watermaster for each ensuing year for operational, maintenance, repair and replacement costs reflecting anticipated use of (a) the Phase 1 Facilities (adjusted for the proposed use by EMWD for its own purposes); and (b) EMWD's delivery system.

e. Invoicing by EMWD and Watermaster

EMWD shall submit invoices to the Watermaster for costs described in Subparagraphs (1) and (2) of this Subparagraph C.4.e below at such intervals as EMWD and the Watermaster shall determine are appropriate; payments will be due upon receipt of the invoice. The Parties will jointly recommend that the Watermaster thereupon invoice each Party for its prorata share of costs as follows:

(1) Import Conveyance and Recharge Facilities

The Watermaster will invoice each Party for its prorata share of operational, maintenance, repair and replacement costs based on a long-term average of 7,500 acre feet per year, with such periodic adjustments as the Watermaster deems necessary. In

the event that a Party uses excess capacity in the Phase 1 Facilities per Subparagraphs C.4.a.(4) and C.4.b.(1)(b) above, Watermaster shall invoice that Party for a charge that the Watermaster determines to be adequate to recover the operational, maintenance, repair and replacement costs on a per-acre foot basis. Payment shall be made directly to EMWD upon receipt of the invoice by the Watermaster.

(2) Phase 1 Recovery Facilities and EMWD's Distribution System

The Watermaster shall establish a per-acre foot "postage stamp" rate or charge each year, based on the budget submitted by EMWD, which rate or charge shall be sufficient to cover the estimated operational, maintenance, repair and replacement costs and Watermaster shall invoice each Party based on water delivered to that Party through the Phase 1 recovery facilities and the EMWD distribution system. Payment shall be made directly to EMWD upon receipt of the invoice by the Watermaster.

EMWD shall maintain a separate account for the portions of payments received that are attributable to repair and replacement of the facilities.

5. Nonappointment of Watermaster or Failure of Settlement Agreement

The Parties acknowledge that EMWD will undertake the planning, financing, construction and operation of the Phase 1 Facilities described herein and the financing of the payments to the Tribe, if required, and the payments to MWD, if required, on behalf of the Watermaster and agree that if the Watermaster is not appointed or if the Settlement Agreement with the Tribe is not finalized, the terms of this Agreement shall nevertheless remain in effect.

D. FINANCIAL ARRANGEMENTS RE USE OF TRIBE'S UNUSED WATER

1. Settlement Payments to or for the Benefit of the Tribe

A direct payment to the Tribe under the Settlement Agreement in the amount of \$7,000,000.00 is required when the Settlement Agreement becomes effective. In addition, it is agreed that the \$10,000,000.00 to be contributed to EMWD by the federal government to pay or reimburse costs associated with the constructing, operating and maintaining that portion of the Phase 1 Facilities (as defined in the WMP) necessary to accommodate deliveries of Imported Water will be used by EMWD to offset the payments to the Tribe, leaving the net payment due to the Tribe in the amount of \$7,000,000.00 described above. Each other Agency agrees to provide its prorata share of the \$7,000,000.00 payment due to the Tribe subject to the terms and conditions set forth in Exhibit "D."

2. Payment of Purchase Price of MWD's Imported Water

Each of the other Agencies that elects to participate shall reimburse EMWD for that Agency's prorata share of each payment made by EMWD to MWD pursuant to the contract to purchase the imported Water for the Tribe described in Recital 5.-c, which payments will be made on the basis of average deliveries of 7,500 acre feet per year, except to the extent that such reimbursement is made on behalf of that Agency by the Watermaster.

EMWD shall first invoice the Watermaster for reimbursement of each payment to MWD and if full payment is not received within thirty (30) days of the date of mailing of the invoice, shall invoice each other participating Agency for that Agency's prorata share of the reimbursement due, less a reduction for an appropriate prorata share of any payment

received by EMWD from the Watermaster. Amounts not paid within thirty (30) days of the date of mailing the invoice shall bear interest at the legal rate.

3. Use of Unused Tribal Water

As consideration for the satisfaction of the obligation set forth in the preceding Paragraphs D.1 and D.2, a participating public agency shall be entitled to its prorata share of the unused tribal water that is available for use by the public agencies as provided in Article 4 of the Settlement Agreement, Section 5.4 of the Stipulated Judgment, and Paragraph 8.6.2 of the Water Management Plan.

E. SHARING TRIBAL WATER SHORTAGE OBLIGATIONS

It is agreed that the obligation of EMWD and LHMWD to the Tribe in the event of water supply shortage, as described in Recital 5-f, shall not be shared by the other Parties hereto, but any groundwater pumped by EMWD and/or LHMWD in fulfillment of this obligation shall not be charged against the base or adjusted production rights of either EMWD or LHMWD provided such production has been reported to the Watermaster.

F. CONDITIONS PRECEDENT

The enactment by Congress of legislation approving the Settlement Agreement and the legal effectiveness of the Settlement Agreement are each a condition precedent to the effectiveness of Paragraph D of this Agreement. If these conditions precedent are not satisfied, provisions of this Agreement regarding the financing, construction, operation and use of the Phase 1 Facilities shall nevertheless remain in effect.

G. DISPUTE RESOLUTION PROCEEDINGS

In the event of a dispute between two or more Parties hereto in connection with any obligation arising hereunder, a Party may initiate Dispute Resolution Proceedings (“DRP”)

by sending written Notice of Request to Initiate DRP to each other Party involved in the dispute. The General Manager or City Manager and attorney for each Party to the Dispute shall meet and confer regarding the dispute within thirty (30) days of the date of the Notice. If the dispute is not resolved, the Parties will proceed to nonbinding mediation within the next 60 days and shall use their best efforts to have it completed within 90 days thereafter. If such mediation fails to resolve the dispute within thirty (30) days after the 90-day mediation period, the Parties will submit the dispute to binding arbitration conducted by the American Arbitration Association or agree to an equivalent organization and shall use their best efforts to have the arbitration completed within 180 days thereafter. The DRP shall be deemed terminated when the dispute has been resolved by written agreement or when a final decision is issued following binding arbitration.

H. TRANSFER OF INTEREST IN CAPACITY OR UNUSED WATER

1. Failure to Pay

If a Party fails to pay or reimburse EMWD its prorata share of amounts described in Paragraphs C.2, C.3, C.4, D.1 or D.2 above, and does not file a written request to initiate Dispute Resolution Proceedings regarding the amount of said payment as described in Paragraph F above within sixty (60) days of the date of mailing of an invoice for payment by EMWD, then on the 61st day after the date of mailing said invoice, that Party's rights to that portion of the capacity in the Phase 1 Facilities that has not been paid for or in the unused tribal water for the period for which payment is not made shall be automatically temporarily assigned to EMWD and such of the other Agencies as agree to be responsible, on a revised prorata basis, for the defaulting Agency's obligation(s), upon notice thereof by EMWD, until payment or reimbursement is made by the defaulting Agency to the appropriate parties, including interest at

the legal rate. If said Party remains in default, said assignment shall become permanent on the 180th day after said written demand for payment by EMWD, unless Dispute Resolution Proceedings have been initiated.

If Dispute Resolution Proceedings are initiated, issues that are the subject of such proceedings that involve nonpayment of an obligation arising under Paragraphs C.2, C.3, C.4, D.1, or D.2 shall include temporary and/or permanent disposition of the share in the facilities, in the operation, maintenance and replacement costs thereof and/or in the unused tribal water for which payment has not been made.

I. TERM

1. Initial Term.

This Agreement shall remain in effect for the duration of the useful life of the Phase 1 Facilities, currently estimated to be thirty (30) years; said period shall be known as the “Initial Term.” This Agreement shall continue in full force and effect after the Initial Term, if the Phase 1 Facilities are maintained, repaired or replaced and approved from time to time, thereby extending their useful life, until all of the Parties to this Agreement agree that the Phase 1 Facilities no longer have any useful life and that this Agreement may be terminated.

2. Withdrawal by Party

After all financial obligations described in Exhibit “D” have been satisfied, any Party to this Agreement shall have the option to withdraw. In such event, and if the term of this Agreement is extended, the remaining Parties to this Agreement shall assume all obligations of this Agreement, revised prorate shares shall be proportionately increased, for so long as the extended Agreement remains in effect.

3. Dispute Resolution

In the event that there is disagreement among the Parties to this Agreement regarding whether the useful life of the facilities has ended, such matters shall be resolved according to the Dispute Resolution Proceedings set forth in Paragraph G above.

J. MISCELLANEOUS PROVISIONS

1. Debt Limitation

The obligation of each Party to make any payments of any amounts due and payable hereunder shall be a special obligation of that Party limited solely to the revenues of that Party's water enterprise and subject to all existing restriction and debt covenants existing at the time this Agreement is entered into, the obligations which are now entered into, refunding obligations of those obligations, and parity obligations so long as that Party can demonstrate to EMWD that the ability to pay the obligation to EMWD is not impaired. Under no circumstances shall a Party be required to advance moneys derived from any other source of income other than water utility revenues, nor shall any other funds or property of a Party be liable for the payment of any amounts coming due and payable hereunder.

2. Counterparts

This Agreement may be signed in counterparts by the Parties, and those counterparts, when taken together, shall have the same force and effect as if a single, original document had been signed by all Parties.

3. Notices

All notices required by or regarding this Agreement shall be in writing and sent, first-class mail and facsimile transmission, as follows:

TO: EASTERN MUNICIPAL WATER DISTRICT
P.O. Box 8300
Perris, CA 92572-8300

ATTENTION: General Manager

COPY: GERALD D. SHOAF
REDWINE AND SHERRILL
1950 Market St.
Riverside, CA 92501

TO: LAKE HEMET MUNICIPAL WATER DISTRICT
26385 Fairview Ave.
Hemet, CA 92544

ATTENTION: General Manager

COPY: JEFF FERRE
BEST, BEST & KRIEGER
3750 University Ave.
Riverside, CA 92502

TO: CITY OF HEMET
450 E. Latham Ave.
Hemet, CA 92543

ATTENTION: City Manager

COPY: ERIC VAIL
BURKE, WILLIAMS & SORENSEN
2280 Market St., Suite 300
Riverside, CA 92501

TO: CITY OF SAN JACINTO
595 S. San Jacinto Ave.
San Jacinto, CA 92583

ATTENTION: City Manager

COPY: ROBERT W. HARGREAVES
BEST, BEST & KRIEGER
74-760 Highway 111, 200
Indian Wells, CA 92210

4. Amendments, Modifications

This Agreement may be amended or modified only by a writing signed by the Parties hereto.

EASTERN MUNICIPAL WATER DISTRICT

By _____

Its _____

LAKE HEMET MUNICIPAL WATER DISTRICT

By _____

Its _____

CITY OF HEMET

By _____

Its _____

CITY OF SAN JACINTO

By _____

Its _____

LAKE HEMET MUNICIPAL WATER DISTRICT

By _____

Its _____

CITY OF HEMET

By _____

Its _____

CITY OF SAN JACINTO

By _____

Its _____

Exhibit A

List of Additional Facilities

FACILITY TYPE	FACILITY	CONSTRUCTION COMPLETION
Facilities from EM-14 Turnout to Phase I HSJ IRRP Recharge Ponds		
Turnout	EM-14 upgrades	2010
Booster	Warren Booster (B0010) upgrades	2012
Booster	Commonwealth Booster (B0011) upgrades	2012
Well	IRRP Well 90	2011
Well	IRRP Well 91	2011
Well	IRRP Well 92	2011
Pipeline	IRRP Well 90 blowoff pipeline from well along Villines Street to local park	2010
Pipeline	IRRP Well 91 discharge pipeline from well along Esplanade Avenue to Mountain Avenue	2011
Pipeline	IRRP Well 92 blowoff pipeline from well to connection point with existing EMWD Well 11 pipeline	2011
Recharge Ponds	Phase I Recharge Ponds (35 acera/net 30 acres ponds)	2011
Monitoring Well	IRRP-M1 constructed at IRRP Well 92 site	2011
Monitoring Well	IRRP-M2 constructed at Recharge Maintenance Yard	2011
Monitoring Well	IRRP-M3 constructed at EMWD Washington Booster site	2011
Maintenance Yard	New land for Phase I IRRP maintenance yard for recharge operations	2011
Mitigation Land	New mitigation land and conservation easement (0.92 acres) north of IRRP Well 91	2011
Mitigation Land	New mitigation land and conservation easement (1.36 acres) between IRRP Well 91 and Meridian Channel	2011
Mitigation Land	New mitigation land and conservation easement (6.34 acres) between Meridian Channel and IRRP Well 92	2011
Mitigation Land	New mitigation land and conservation easement (3.19 acres) between IRRP Well 92 and Maintenance Yard	2011

Exhibit B

List of Existing Facilities

FACILITY TYPE	FACILITY	CONSTRUCTION COMPLETION
Facilities from EM-14 Turnout to Phase I HSJ IRRP Recharge Ponds		
Turnout	EM-14 Raw Water Turnout from Metropolitan Water District	1986
Booster	Warren Booster (B0010)	1986
Pipeline	Pipeline and appurtenances from Warren Booster to Commonwealth Booster	1985
Booster	Commonwealth Booster (B0011)	1986
Pipeline	Pipeline and appurtenances and re-construction from Commonwealth Booster to Corwin Booster	1985/1995
Facilities from Phase I HSJ IRRP Recharge Ponds to LHMWD Flume at Marshall Street		
Booster	Corwin Booster (B0012)	1986
Pipeline	Pipeline and appurtenances from Warren Booster to Commonwealth Booster	1985
Booster	Grant Booster (B0013)	1996
Pipeline	Pipeline and appurtenances from Grant Booster to LHMWD Flume at Marshall Street	1995
Mitigation Land	Existing EMWD property to be placed under conservation easement for mitigation (12.06 acres) in area surrounding EMWD Cienega well field	2011
Mitigation Land	Existing EMWD property to be placed under conservation easement for mitigation (14.72 acres) in area along south side of Soboba gravel pit near old Fairview recharge ponds	2011
Mitigation Land	Existing EMWD property to be placed under conservation easement for mitigation of the Conjunctive Use Test Ponds (15.83 acres) in area southeast of Grant Avenue ponds	2004
Mitigation Land	Existing EMWD property to be placed under conservation easement for mitigation of the HSJ IRRP (19.36 acres) in area southeast of Grant Avenue ponds	2011

Exhibit C

Estimated Cost of Additional Facilities

Hemet/San Jacinto Integrated Recharge and Recovery Program

Activity	Estimated Cost	SubTotals	Totals
Feasibility, Environmental, Land Purchases & Permits	\$3,265,000		
Facilities Design	\$3,470,000		
Facilities Construction	\$15,594,000		
Total Estimated Construction Costs		\$22,329,000	
Endowment with Riverside County Conservation Authority, RCA	\$1,574,000		
Pre-construction planning, habitat restoration and maintenance	\$245,000		
Total Estimated Initial Environmental Costs		\$1,819,000	
Total Estimated Construction and Initial Environmental Costs			\$24,148,000
Feasibility Study Grant (Proposition 50)	\$5,000,000		
Facilities Construction Grant (DWR Proposition 13)	\$200,000		
Total Grant Funds		\$5,200,000	
Total Estimated Net Cost For the Project Prior to Operation			\$18,948,000
First 15 years of SBKR and vegetation surveys, maintenance, and monitoring	\$1,000,000		
SBKR and vegetation surveys, maintenance, and monitoring after 15 years	\$488,000		
Total Estimated Long Term Environmental Surveying and Monitoring Costs		\$1,488,000	
Total Estimated Program Cost (without Grants)			\$25,636,000
Total Estimated Program Cost (with Grants)			\$20,436,000

Exhibit D

A. Construction and Initial Environmental Activities Payments

The current estimate of the cost of constructing the Additional Facilities plus the initial environmental activities required for the project is \$24,148,000.00. The net estimated cost of the construction and initial environmental activities less two grants for \$5,200,000 is \$18,948,000, as defined in Exhibit C. A final reconciliation will be undertaken by EMWD at the completion of the Construction and adjustments will be made to the Parties prorate share of the project. The Parties shall pay their respective prorate share of these costs based on the payment schedules outlined in this Exhibit.

- 1) EMWD will pay its prorata share of \$18,948,000, as defined in Exhibit C, using bonds issued under its 2008H Certificates of Participation.
- 2) The City of San Jacinto will pay San Jacinto's prorata share of \$18,948,000, as defined in Exhibit C, using EMWD's already issued 2008H Certificates of Participation. The debt service payments shall coincide with the semi-annual repayment schedule of the bond, and must be received by EMWD 10 days prior to the bond payment date. First payment shall include all past payments made by EMWD on behalf of the San Jacinto since January 1, 2009. The payment schedule is shown in section D of Exhibit D.
- 3) The City of Hemet will pay Hemet's prorata share of \$18,948,000, as defined in Exhibit C, using EMWD's already issued 2008H Certificates of Participation. The semi-annual payments will be of equal payments over the life of the repayment schedule. The excess funds paid above the 2008H bond debt service payments in the early years will be put in a separate interest bearing account to offset the large payments in the future. This will result in a repayment schedule that will be depleted with the last payment. The semi-annual payments shall be based on a mutually agreed upon dates by EMWD and the City of Hemet. First payment shall include all past payments since January 1, 2009. The payment schedule based on an estimated 4% interest on the excess funds is shown in section D of Exhibit D.
- 4) Lake Hemet will pay LHMWD's prorata share of \$18,948,000, as defined in Exhibit C, using EMWD's already issued 2008H Certificates of Participation. The semi-annual payments will be of equal payments over the life of the repayment schedule. The excess funds paid above the 2008H bond debt service payments in the early years will be put in a separate interest bearing account to offset the large payments in the future. This will

result in a repayment schedule that will be depleted with the last payment. The semi-annual payments shall be based on a mutually agreed upon dates by EMWD and LHMWD. First payment shall include all past payments since January 1, 2009. The payment schedule based on an estimated 4% interest on the excess funds is shown in Paragraph D of Exhibit D.

B. Settlement Payments

The net payment due to the Tribe in the amount of \$7,000,000.00 described in subparagraph D.1 shall be paid by each Agency based on its prorata share of the \$7,000,000.00 Settlement Payment within one hundred twenty (120) days of the date the Settlement Agreement becomes effective. The respective prorata shares and obligations are:

LHMWD (34.2%)	\$2,394,000
EMWD (33.7%)	\$2,359,000
CITY OF HEMET (19.6%)	\$1,372,000
CITY OF SAN JACINTO (12.5%)	\$ 875,000

C. Environmental Monitoring Payments

The surveying, maintenance, and monitoring of the mitigation lands after the construction of the project is estimated to cost \$1,488,000.00, as defined in Exhibit C, over the life of the project. These activities are required as part of the permits obtained for the construction of the facilities. The Parties shall pay their share of these costs based on their prorata share of the Base Production Rights regardless of their use or lack of use of the facilities. The actual costs will be calculated by EMWD on annual basis, and the parties will be billed annually for their prorata share of the costs.

D. Construction and Initial Environmental Activities Payment Schedules

Payment Date	Lake Hemet Municipal Water District				City of Hemet				City of San Jacinto	
	Payments	Interest Acct.	Prorata	Account Balance	Payments	Interest Acct.	Prorata	Account Balance	Payments	Prorata
		Estimated at	Bond			Estimated at	Bond			Bond
		4.00%	Payment			4.00%	Payment			Payment
January-09	\$ -	\$ -	\$ 110,703.69	\$ (110,703.69)	\$ -	\$ -	\$ 63,444.22	\$ (63,444.22)	\$ -	\$ 40,461.87
July-09	\$ -	\$ -	\$ 162,005.40	\$ (272,709.09)	\$ -	\$ -	\$ 92,845.20	\$ (156,289.42)	\$ -	\$ 59,212.50
January-10	\$ -	\$ -	\$ 162,005.40	\$ (434,714.49)	\$ -	\$ -	\$ 92,845.20	\$ (249,134.62)	\$ -	\$ 59,212.50
July-10	\$ -	\$ -	\$ 162,005.40	\$ (596,719.89)	\$ -	\$ -	\$ 92,845.20	\$ (341,979.82)	\$ -	\$ 59,212.50
January-11	\$ -	\$ -	\$ 162,005.40	\$ (758,725.29)	\$ -	\$ -	\$ 92,845.20	\$ (434,825.02)	\$ -	\$ 59,212.50
July-11	\$ 1,404,000.00	\$ 6,452.75	\$ 162,005.40	\$ 489,722.06	\$ 808,000.00	\$ 3,731.75	\$ 92,845.20	\$ 284,061.53	\$ 336,524.37	\$ 59,212.50
January-12	\$ 240,210.00	\$ 7,299.32	\$ 162,005.40	\$ 575,225.98	\$ 137,580.00	\$ 4,216.42	\$ 92,845.20	\$ 333,012.75	\$ 59,212.50	\$ 59,212.50
July-12	\$ 240,210.00	\$ 8,154.36	\$ 162,005.40	\$ 661,584.94	\$ 137,580.00	\$ 4,705.93	\$ 92,845.20	\$ 382,453.47	\$ 59,212.50	\$ 59,212.50
January-13	\$ 240,210.00	\$ 9,017.95	\$ 162,005.40	\$ 748,807.49	\$ 137,580.00	\$ 5,200.33	\$ 92,845.20	\$ 432,388.61	\$ 59,212.50	\$ 59,212.50
July-13	\$ 240,210.00	\$ 9,890.17	\$ 162,005.40	\$ 836,902.26	\$ 137,580.00	\$ 5,699.69	\$ 92,845.20	\$ 482,823.09	\$ 59,212.50	\$ 59,212.50
January-14	\$ 240,210.00	\$ 10,771.12	\$ 162,005.40	\$ 925,877.98	\$ 137,580.00	\$ 6,204.03	\$ 92,845.20	\$ 533,761.92	\$ 59,212.50	\$ 59,212.50
July-14	\$ 240,210.00	\$ 11,660.88	\$ 162,005.40	\$ 1,015,743.46	\$ 137,580.00	\$ 6,713.42	\$ 92,845.20	\$ 585,210.14	\$ 59,212.50	\$ 59,212.50
January-15	\$ 240,210.00	\$ 12,559.53	\$ 162,005.40	\$ 1,106,507.60	\$ 137,580.00	\$ 7,227.90	\$ 92,845.20	\$ 637,172.85	\$ 59,212.50	\$ 59,212.50
July-15	\$ 240,210.00	\$ 13,467.18	\$ 162,005.40	\$ 1,198,179.37	\$ 137,580.00	\$ 7,747.53	\$ 92,845.20	\$ 689,655.17	\$ 59,212.50	\$ 59,212.50
January-16	\$ 240,210.00	\$ 14,383.89	\$ 162,005.40	\$ 1,290,767.87	\$ 137,580.00	\$ 8,272.35	\$ 92,845.20	\$ 742,662.33	\$ 59,212.50	\$ 59,212.50
July-16	\$ 240,210.00	\$ 15,309.78	\$ 162,005.40	\$ 1,384,282.25	\$ 137,580.00	\$ 8,802.42	\$ 92,845.20	\$ 796,199.55	\$ 59,212.50	\$ 59,212.50
January-17	\$ 240,210.00	\$ 16,244.92	\$ 162,005.40	\$ 1,478,731.77	\$ 137,580.00	\$ 9,337.80	\$ 92,845.20	\$ 850,272.14	\$ 59,212.50	\$ 59,212.50
July-17	\$ 240,210.00	\$ 17,189.42	\$ 162,005.40	\$ 1,574,125.79	\$ 137,580.00	\$ 9,878.52	\$ 92,845.20	\$ 904,885.47	\$ 59,212.50	\$ 59,212.50
January-18	\$ 240,210.00	\$ 18,143.36	\$ 162,005.40	\$ 1,670,473.75	\$ 137,580.00	\$ 10,424.65	\$ 92,845.20	\$ 960,044.92	\$ 59,212.50	\$ 59,212.50
July-18	\$ 240,210.00	\$ 19,106.84	\$ 162,005.40	\$ 1,767,785.18	\$ 137,580.00	\$ 10,976.25	\$ 92,845.20	\$ 1,015,755.97	\$ 59,212.50	\$ 59,212.50
January-19	\$ 240,210.00	\$ 20,079.95	\$ 162,005.40	\$ 1,866,069.73	\$ 137,580.00	\$ 11,533.36	\$ 92,845.20	\$ 1,072,024.13	\$ 59,212.50	\$ 59,212.50
July-19	\$ 240,210.00	\$ 21,062.80	\$ 162,005.40	\$ 1,965,337.13	\$ 137,580.00	\$ 12,096.04	\$ 92,845.20	\$ 1,128,854.97	\$ 59,212.50	\$ 59,212.50
January-20	\$ 240,210.00	\$ 22,055.47	\$ 162,005.40	\$ 2,065,597.20	\$ 137,580.00	\$ 12,664.35	\$ 92,845.20	\$ 1,186,254.12	\$ 59,212.50	\$ 59,212.50
July-20	\$ 240,210.00	\$ 23,058.07	\$ 162,005.40	\$ 2,166,859.88	\$ 137,580.00	\$ 13,238.34	\$ 92,845.20	\$ 1,244,227.26	\$ 59,212.50	\$ 59,212.50
January-21	\$ 240,210.00	\$ 24,070.70	\$ 162,005.40	\$ 2,269,135.17	\$ 137,580.00	\$ 13,818.07	\$ 92,845.20	\$ 1,302,780.13	\$ 59,212.50	\$ 59,212.50
July-21	\$ 240,210.00	\$ 25,093.45	\$ 162,005.40	\$ 2,372,433.23	\$ 137,580.00	\$ 14,403.60	\$ 92,845.20	\$ 1,361,918.54	\$ 59,212.50	\$ 59,212.50
January-22	\$ 240,210.00	\$ 26,126.43	\$ 162,005.40	\$ 2,476,764.26	\$ 137,580.00	\$ 14,994.99	\$ 92,845.20	\$ 1,421,648.32	\$ 59,212.50	\$ 59,212.50
July-22	\$ 240,210.00	\$ 27,169.74	\$ 162,005.40	\$ 2,582,138.60	\$ 137,580.00	\$ 15,592.28	\$ 92,845.20	\$ 1,481,975.40	\$ 59,212.50	\$ 59,212.50
January-23	\$ 240,210.00	\$ 28,223.49	\$ 162,005.40	\$ 2,688,566.69	\$ 137,580.00	\$ 16,195.55	\$ 92,845.20	\$ 1,542,905.76	\$ 59,212.50	\$ 59,212.50
July-23	\$ 240,210.00	\$ 29,287.77	\$ 162,005.40	\$ 2,796,059.05	\$ 137,580.00	\$ 16,804.86	\$ 92,845.20	\$ 1,604,445.42	\$ 59,212.50	\$ 59,212.50
January-24	\$ 240,210.00	\$ 30,362.69	\$ 162,005.40	\$ 2,904,626.34	\$ 137,580.00	\$ 17,420.25	\$ 92,845.20	\$ 1,666,600.47	\$ 59,212.50	\$ 59,212.50
July-24	\$ 240,210.00	\$ 31,448.36	\$ 401,944.84	\$ 2,774,339.86	\$ 137,580.00	\$ 18,041.80	\$ 230,354.35	\$ 1,591,867.92	\$ 146,909.66	\$ 146,909.66

January-25	\$ 240,210.00	\$ 30,145.50	\$ 156,006.91	\$ 2,888,688.45	\$ 137,580.00	\$ 17,294.48	\$ 89,407.47	\$1,657,334.93	\$ 57,020.07	\$ 57,020.07
July-25	\$ 240,210.00	\$ 31,288.98	\$ 416,307.66	\$ 2,743,879.77	\$ 137,580.00	\$ 17,949.15	\$ 238,585.68	\$1,574,278.40	\$ 152,159.23	\$ 152,159.23
January-26	\$ 240,210.00	\$ 29,840.90	\$ 149,499.40	\$ 2,864,431.28	\$ 137,580.00	\$ 17,118.58	\$ 85,678.02	\$1,643,298.97	\$ 54,641.59	\$ 54,641.59
July-26	\$ 240,210.00	\$ 31,046.41	\$ 423,451.47	\$ 2,712,236.22	\$ 137,580.00	\$ 17,808.79	\$ 242,679.79	\$1,556,007.97	\$ 154,770.27	\$ 154,770.27
January-27	\$ 240,210.00	\$ 29,524.46	\$ 142,650.59	\$ 2,839,320.09	\$ 137,580.00	\$ 16,935.88	\$ 81,752.97	\$1,628,770.88	\$ 52,138.37	\$ 52,138.37
July-27	\$ 240,210.00	\$ 30,795.30	\$ 431,642.27	\$ 2,678,683.12	\$ 137,580.00	\$ 17,663.51	\$ 247,373.93	\$1,536,640.45	\$ 157,763.99	\$ 157,763.99
January-28	\$ 240,210.00	\$ 29,188.93	\$ 135,425.80	\$ 2,812,656.25	\$ 137,580.00	\$ 16,742.20	\$ 77,612.45	\$1,613,350.21	\$ 49,497.73	\$ 49,497.73
July-28	\$ 240,210.00	\$ 30,528.66	\$ 443,159.13	\$ 2,640,235.79	\$ 137,580.00	\$ 17,509.30	\$ 253,974.24	\$1,514,465.28	\$ 161,973.37	\$ 161,973.37
January-29	\$ 240,210.00	\$ 28,804.46	\$ 127,732.47	\$ 2,781,517.78	\$ 137,580.00	\$ 16,520.45	\$ 73,203.40	\$1,595,362.33	\$ 46,685.84	\$ 46,685.84
July-29	\$ 240,210.00	\$ 30,217.28	\$ 446,803.34	\$ 2,605,141.71	\$ 137,580.00	\$ 17,329.42	\$ 256,062.73	\$1,494,209.02	\$ 163,305.31	\$ 163,305.31
January-30	\$ 240,210.00	\$ 28,453.52	\$ 119,755.70	\$ 2,754,049.54	\$ 137,580.00	\$ 16,317.89	\$ 68,631.92	\$1,579,474.99	\$ 43,770.36	\$ 43,770.36
July-30	\$ 240,210.00	\$ 29,942.60	\$ 452,015.14	\$ 2,572,186.99	\$ 137,580.00	\$ 17,170.55	\$ 259,049.61	\$1,475,175.93	\$ 165,210.21	\$ 165,210.21
January-31	\$ 240,210.00	\$ 28,123.97	\$ 111,449.21	\$ 2,729,071.75	\$ 137,580.00	\$ 16,127.56	\$ 63,871.48	\$1,565,012.01	\$ 40,734.36	\$ 40,734.36
July-31	\$ 240,210.00	\$ 29,692.82	\$ 851,628.84	\$ 2,147,345.73	\$ 137,580.00	\$ 17,025.92	\$ 488,067.99	\$1,231,549.94	\$ 311,267.85	\$ 311,267.85
January-32	\$ 240,210.00	\$ 23,875.56	\$ 92,944.72	\$ 2,318,486.56	\$ 137,580.00	\$ 13,691.30	\$ 53,266.56	\$1,329,554.67	\$ 33,971.02	\$ 33,971.02
July-32	\$ 240,210.00	\$ 25,586.97	\$ 871,533.17	\$ 1,712,750.35	\$ 137,580.00	\$ 14,671.35	\$ 499,475.15	\$ 982,330.87	\$ 318,542.83	\$ 318,542.83
January-33	\$ 240,210.00	\$ 19,529.60	\$ 73,480.01	\$ 1,899,009.95	\$ 137,580.00	\$ 11,199.11	\$ 42,111.35	\$1,088,998.62	\$ 26,856.73	\$ 26,856.73
July-33	\$ 240,210.00	\$ 21,392.20	\$ 891,634.18	\$ 1,268,977.97	\$ 137,580.00	\$ 12,265.79	\$ 510,995.02	\$ 727,849.39	\$ 325,889.68	\$ 325,889.68
January-34	\$ 240,210.00	\$ 15,091.88	\$ 53,026.15	\$ 1,471,253.70	\$ 137,580.00	\$ 8,654.29	\$ 30,389.26	\$ 843,694.42	\$ 19,380.90	\$ 19,380.90
July-34	\$ 240,210.00	\$ 17,114.64	\$ 1,087,981.92	\$ 640,596.41	\$ 137,580.00	\$ 9,812.74	\$ 623,521.80	\$ 367,565.36	\$ 397,654.21	\$ 397,654.21
January-35	\$ 240,210.00	\$ 8,808.06	\$ 27,152.26	\$ 862,462.22	\$ 137,580.00	\$ 5,051.45	\$ 15,560.94	\$ 494,635.87	\$ 9,924.07	\$ 9,924.07
July-35	\$ 240,210.00	\$ 11,026.72	\$ 1,113,242.66	\$ 456.28	\$ 137,580.00	\$ 6,322.16	\$ 637,998.72	\$ 539.31	\$ 406,886.94	\$ 406,886.94
Total Payments	\$ 12,934,080.00	\$1,057,709.81	\$13,991,333.53		\$7,411,840.00	\$ 607,124.38	\$8,018,425.07		\$5,113,791.50	\$5,113,791.50