

Exhibit 1

**LOWER COLORADO RIVER
MULTI-SPECIES CONSERVATION PROGRAM
ARIZONA**

**FIRST SUPPLEMENT TO TRUST INDENTURE AND JOINT PAYMENT
AGREEMENT**

THIS FIRST SUPPLEMENT TO TRUST INDENTURE AND JOINT PAYMENT AGREEMENT (this "*First Supplement*"), dated as of October 1, 2013 (the "*Effective Date*"), is from the Arizona Participants (as that term is defined in Section 1.01 of the Trust Indenture and Joint Payment Agreement, which this First Supplement supplements) to The Bank of New York Mellon Trust Company, N.A., successor in interest to J.P. Morgan Trust Company, National Association, a national banking association duly established and existing under and pursuant to the laws of the United States of America (the "*Trustee*"), authorized to accept and execute trusts of the character in the Indenture set forth;

WITNESSETH:

WHEREAS, the Arizona Participants, together with Arizona Game and Fish and the Arizona Department of Water Resources and together with the California Parties, the Nevada Parties, and the Federal Parties (all as defined in the Trust Indenture and Joint Payment Agreement dated as of April 4, 2005), have developed a Lower Colorado River Multi-Species Conservation Program (the "*Program*") to provide the basis for compliance with Section 10(a)(1)(B) of the Federal Endangered Species Act ("*ESA*"); and

WHEREAS, to implement the Program, the Arizona Participants, the California Parties, the Nevada Parties and the Federal Parties entered into an Implementing Agreement dated as of April 4, 2005 (the "*Implementing Agreement*") and a Funding and Management Agreement dated as of April 4, 2005 (the "*Funding and Management Agreement*"); and

WHEREAS, the Arizona Participants entered into the Trust Indenture and Joint Payment Agreement, dated as of April 4, 2005 (the "*Indenture*"); and

WHEREAS, to ensure that adequate funding for the Arizona portion of the Program will be provided, the Indenture provides for the payments of each Arizona Participant's share of the Arizona Payment Amount (as defined in the Indenture); and

WHEREAS, the Indenture authorizes the Arizona Participants and the Trustee to enter into Supplemental Indentures to specify further the duties and responsibilities of the Trustee; and

WHEREAS, the Indenture authorizes the Arizona Participants and the Trustee to permit any other amendment which does not reduce the total amount the Arizona Participants are obligated to pay under the Indenture for deposit into the Reclamation Disbursement Fund or the Advancing Parties Reimbursement Fund¹ or the timing of such payments to less than or later

¹ The Advancing Parties Reimbursement Fund has not been created, as the Arizona Participants' payments under the Funding and Management Agreement are scheduled to achieve the same result. If, hereafter, the Advancing Parties Reimbursement Fund is created, then the priority of payments to the Reclamation Disbursement Fund shall also be deemed to apply to the Advancing Parties Reimbursement Fund.

than the amounts and times needed to make all deposits into the Reclamation Disbursement Fund and the Advancing Parties Reimbursement Fund when due to satisfy the Arizona Payment Obligations (as defined in the Indenture) as set forth in the Funding and Management Agreement; and

WHEREAS, subject to the requirement that all deposits then due into the Reclamation Disbursement Fund must be current before a deposit is made to the Remedial Measures Fund, this First Supplement will authorize and direct (i) quarterly transfers from the Reclamation Disbursement Fund to the Remedial Measures Fund upon certification and a payment request from Reclamation, (ii) the investment of monies in the Remedial Measures Fund and (iii) the retention and use of the income from such investments in the Remedial Measures Fund; and

WHEREAS, this First Supplement will specify further the duties and responsibilities of the Trustee; and

WHEREAS, this First Supplement will not reduce the total amount the Arizona Participants are obligated to pay and deposit into the Reclamation Disbursement Fund or the timing of such payments to less than or later than the amounts and times needed to make all deposits into the Reclamation Disbursement Fund when due to satisfy the Arizona Payment Obligations as set forth in the Funding and Management Agreement; and

WHEREAS, pursuant to the terms of the Indenture, neither Reclamation nor the Service (as those terms are defined in the Funding and Management Agreement and Implementing Agreement, respectively) are required to consent to the execution, delivery and administration of this First Supplement; and

WHEREAS, the Arizona Participants and the Trustee have determined that all acts and things have been done and performed which are necessary to make the Indenture, as supplemented by this First Supplement, a valid, binding and legal trust agreement for the security of the Arizona Payment Obligations; and

WHEREAS, the Trustee has accepted the trusts created by this First Supplement and in evidence thereof has joined in the execution hereof.

NOW, THEREFORE, to secure the payment of the Arizona Payment Obligations according to the Program Documents, to secure the performance and observance of all of the covenants, agreements, obligations and conditions applicable to the Arizona Participants contained in the Indenture and in this First Supplement, and in consideration of the premises and the acceptance by the Trustee of the trusts created in the Indenture and in this First Supplement and of the execution and delivery by the appropriate Parties of the Permit reflecting the Arizona Participants as Permittees and for other good and valuable consideration, the receipt of which is acknowledged, the Arizona Participants have executed and delivered this First Supplement and absolutely pledge and assign hereby to the Trustee, and to its successors in trust, and its and their assigns, all right, title and interest of the Arizona Participants in and to (i) all of the amounts to be paid to the Trustee under the terms of the Indenture and this First Supplement; (ii) all amounts held in the Funds and Accounts established pursuant to the Indenture and this First Supplement, and (iii) all funds or obligations which are by the express provisions of the Indenture and this First Supplement required to be subjected to the lien hereof and any additional

funds or obligations that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by an Arizona Participant or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder,

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof,

(a) for the benefit, security and protection of the United States of America, acting by and through the United States Department of the Interior Bureau of Reclamation and by and through the United States Fish and Wildlife Service,

(b) for the enforcement of the payment of the Arizona Payment Obligations, when payable, according to the true intent and meaning of the Program Documents and of the Indenture and this First Supplement, and

(c) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of the Indenture and this First Supplement, in each case;

Provided, however, that if (i) the Arizona Payment Obligations shall be well and truly paid, at all times and in the manner and according to the true intent and meaning of the Program Documents, and (ii) all of the covenants, agreements, obligations, terms and conditions of the Arizona Participants under the Indenture and this First Supplement shall have been kept, performed and observed, and there shall have been paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then, the Indenture and this First Supplement and the rights assigned thereby shall cease, determine and be void, except as otherwise specifically provided herein; otherwise, the Indenture and this First Supplement shall be and remain in full force and effect.

It is declared that all obligations of the Arizona Participants to pay all or any portion of the Arizona Payment Obligations are to be dealt with and disposed of under, upon and subject to, the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in the Indenture and in this First Supplement.

In consideration of the premises, the acceptance by the Trustee of the additional trusts and obligations hereby created and originally created by the Indenture, the mutual covenants herein contained, and for other valuable consideration, the receipt whereof is hereby acknowledged, and to authorize the creation, funding, investment, administration and eventual termination of a Remedial Measures Fund, the Arizona Participants have agreed and covenanted, and agree and covenant with the Trustee and with each and all other Arizona Participants, as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

Section 1.01. Supplemental Indenture of Trust. This First Supplement is supplemental to the Indenture.

Section 1.02. Authority for this First Supplement. This First Supplement is entered into pursuant to, and in accordance with, Article V of the Indenture.

Section 1.03. Definitions.

(a) Except as otherwise defined by this First Supplement, all capitalized terms used in this First Supplement shall have the meaning ascribed to it in the Indenture, the Funding and Management Agreement, and the Implementing Agreement.

(b) **Additional Definitions.** The following terms shall, with respect to the Indenture, as supplemented by this First Supplement and for all purposes hereof and thereof, have the meanings set forth below:

"Change of Circumstance" shall mean changes in circumstance as defined in Section 5.12.3 of the Habitat Conservation Plan.

"Program Remedial Measures Expense" shall mean the expenditure to implement the Remedial Measure or Measures to respond to a Change of Circumstance.

"Remedial Measures" shall mean a measure or measures designated by the Service for remediation that are necessary after a Change of Circumstance, as more particularly described in Section 5.12.3 of the Habitat Conservation Plan.

"Remedial Measures Fund" shall mean the interest-bearing Fund created pursuant to Section 2.01 of the Indenture, as supplemented by this First Supplement. The Trustee shall administer the Remedial Measures Fund in accordance with the Indenture, specifically pursuant to Section 2.07 and Section 2.22 of the Indenture, as supplemented by this First Supplement.

"Remedial Measures Fund Deposit" shall mean the quarterly transfers, calculated by CAWCD, to be made from the Reclamation Disbursement Fund to the Remedial Measures Fund pursuant to Sections 2.07 and 2.22 of the Indenture, as supplemented by this First Supplement. Beginning with the first calendar quarter following the Effective Date of this First Supplement and continuing through year 25 of the term of the Program Documents, CAWCD will notify the Trustee in writing, in accordance with Section 2.03 of the Indenture, of the amount of the Remedial Measures Fund Deposit.

ARTICLE II

PROVISIONS AS TO FUNDS AND PAYMENTS

Section 2.01. Supplement to Section 2.01 of the Indenture. Article II, Section 2.01 of the Indenture is supplemented by the creation and addition of a Remedial Measures Fund, and as so supplemented, shall read as follows (Bold type within text of Section indicates additions):

SECTION 2.01. Establishment of Funds. There are hereby ordered established by the Trustee and maintained as separate deposit accounts (except when invested as hereinafter set forth) in the custody of the Trustee, the following trust funds:

- (i) Payment Fund;
- (ii) Reclamation Disbursement Fund;
- (iii) CAWCD Reimbursement Fund;
- (iv) Expense Fund;
- (v) Existing Habitat Maintenance Fund;
- (vi) Earnings Fund; and
- (vii) Remedial Measures Fund.**

Notwithstanding the foregoing, additional funds and accounts may be created in any Supplemental Indenture.”

Section 2.02. Supplement to Section 2.07 of the Indenture. Article II, Section 2.07 of the Indenture is supplemented to include the transfer of funds from the Reclamation Disbursement Fund to the Remedial Measures Fund, and as so supplemented, shall read as follows (Bold type within text of Section indicates additions):

“SECTION 2.07. Reclamation Disbursement Fund. The Trustee shall deposit to the Reclamation Disbursement Fund on each Quarterly Deposit Date, from the Payment Fund, the Quarterly Reclamation Deposit and the Quarterly Arizona Additional Deposit. On each Quarterly Deposit Date, the Trustee shall: **(i) transfer from the Reclamation Disbursement Fund to the Existing Habitat Maintenance Fund the Quarterly Maintenance Fund Deposit and (ii) transfer from the Reclamation Disbursement Fund to the Remedial Measures Fund the amount of the quarterly Remedial Measures Fund Deposit pursuant to and in accordance with Section 2.22 of the Indenture, as supplemented by this First Supplement.** All other amounts in the Reclamation Disbursement Fund may be withdrawn only by or to the order of Reclamation upon presentation to the Trustee of the Reclamation Disbursement Request in substantially the form attached hereto as Exhibit D, executed by the Program Manager, and only for Program Costs. All investment earnings of the Reclamation Disbursement Fund shall be credited to the Earnings Fund. If, at any time, the amount in the Reclamation Disbursement Fund is not sufficient to pay the amount required by a properly submitted Reclamation Disbursement Request, the Trustee shall immediately notify CAWCD and CAWCD shall transfer, by electronic transfer in immediately available funds a CAWCD Shortfall Payment in the amount of the shortfall. Reclamation may not draw out from the Reclamation Disbursement Fund more, in the aggregate, than the total of the Quarterly Reclamation Deposits and the Quarterly Arizona Additional Deposits required to that date pursuant to the Program Documents.”

Section 2.03. Funding and Administration of the Remedial Measures Fund.

Article II of the Indenture is further supplemented by the addition of new Section 2.22 to read as follows:

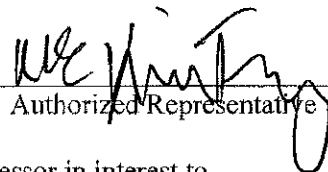
“SECTION 2.22 Remedial Measures Fund. Commencing with the first Quarterly Deposit Date following the Effective Date herein, on each Quarterly Deposit Date for which there is a Remedial Measures Fund

Deposit, the Trustee will transfer from the Reclamation Disbursement Fund, to the Remedial Measures Fund the amount of the quarterly Remedial Measures Fund Deposit. Amounts in the Remedial Measures Fund may be withdrawn from the Fund only by or to the order of Reclamation upon presentation to the Trustee, with a copy to CAWCD, of the determination that a Change of Circumstance has occurred as evidenced by the Arizona Notice of Change of Circumstance, executed by the Program Manager in substantially the form attached hereto as Exhibit A and incorporated herein by reference, accompanied by the Remedial Measures Fund Withdrawal Request in substantially form attached hereto as Exhibit B and incorporated herein by reference, executed by the Program Manager and only for payment of a Program Remedial Measures Expense. Any interest, profit or loss on investments in the Remedial Measures Fund shall be credited or charged to the Remedial Measures Fund. The Remedial Measures Fund shall be invested only in obligations described in paragraphs 1 or 2 of the definition of Eligible Investments under the Indenture."

IN WITNESS WHEREOF, the Arizona Participants have caused this First Supplement to be executed and delivered for and in their name and on their behalf by their duly authorized officers; in token of its acceptance of the trusts created hereunder, the Trustee has caused this Indenture to be executed and delivered for it and in its name and on its behalf by its duly authorized officer.

Trustee:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By 
Authorized Representative

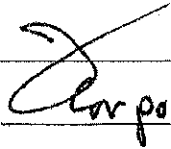
as successor in interest to
J.P. MORGAN TRUST COMPANY,
NATIONAL ASSOCIATION

The Arizona Participants have signed on the following pages:

ARIZONA ELECTRIC POWER
COOPERATIVE, INC., an Arizona
cooperative corporation

By

Its


Corporate Counsel

ARIZONA POWER AUTHORITY, a body
corporate and politic of the State of Arizona


By 

Its

Chairman

ATTEST:

By



Its

Executive Secretary

**THE CITY OF BULLHEAD CITY,
ARIZONA**, a municipal corporation of the
State of Arizona

By Jack Hoffman
Its _____

ATTEST:

By Susan Stein
Its City Clerk

APPROVED AS TO FORM:

By James K. Emery
Its City Attorney

**CENTRAL ARIZONA WATER
CONSERVATION DISTRICT**, a multi-
county water conservation district and a political
subdivision of the State of Arizona

By David V. Modeer
David V. Modeer, General Manager

Digitally signed by David V. Modeer
DN: cn=David V. Modeer, ou=Central Arizona Water
Conservation District, ou=General Manager,
email=dmodeer@cap-az.com, c=US
Date: 2012.10.19 13:54:36 -0700

APPROVED AS TO FORM:

By Jay M. Johnson
Jay M. Johnson, General Counsel

Digitally signed by Jay M. Johnson
DN: cn=Jay M. Johnson, ou=CAWCD Legal Department,
ou=General Counsel, email=jjohnson@cap-az.com,
c=US
Date: 2012.10.19 13:55:01 -0700

**CIBOLA VALLEY IRRIGATION AND
DRAINAGE DISTRICT**, a municipal
corporation of the State of Arizona

By 
Its President

ATTEST


By _____

Its _____

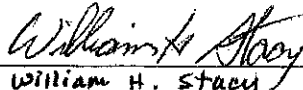
APPROVED AS TO FORM:

By _____

ELECTRICAL DISTRICT NO. 3, PINAL
COUNTY, ARIZONA, an electrical district
and a political subdivision of the State of
Arizona

By 
Its Dan Thelander
Chairman

ATTEST:

By 
Its William H. Stacy
General Manager / Asst. Secretary

APPROVED AS TO FORM:

By 

TOWN OF FREDONIA, ARIZONA, a
municipal corporation of the State of Arizona

By Brent Lachela
Its Mayor

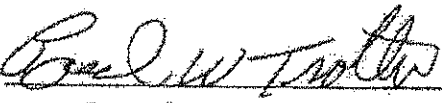
ATTEST:

By Cami McDonald
Its: Town Clerk

APPROVED AS TO FORM:

By [Signature]
Its Mangum, Wall, Hoops & Warden PLLC

**GOLDEN SHORES WATER CONSERVA-
TION DISTRICT**, a water conservation district
and a political subdivision of the State of
Arizona

By: 
Its: PWT

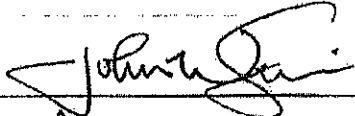
ATTEST:

By: 
Its: [illegible]

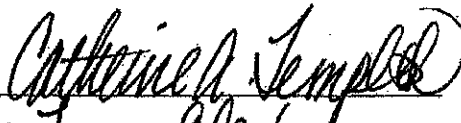
APPROVED AS TO FORM:

By: _____

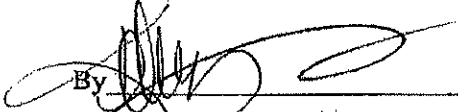
**TOWN OF GILBERT, ARIZONA, a
political subdivision of the State of Arizona**

By 
Its MAYOR

ATTEST:

By 
Its Town Clerk

APPROVED AS TO FORM:

By 
Its Town Attorney's Office

**THE CITY OF LAKE HAVASU CITY,
ARIZONA**, a municipal corporation of the
State of Arizona

By

Its


CITY MANAGER

ATTEST:

By

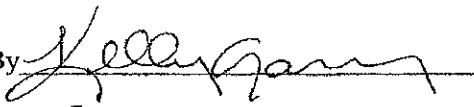
Its


City Clerk

APPROVED AS TO FORM:

By

Its


City Attorney

**HOHOKAM IRRIGATION
DRAINAGE DISTRICT**, a political
subdivision of the State of Arizona

By Hurt Byle

Its President

ATTEST:

By William B. Smith
Its General Manager

APPROVED AS TO FORM:

By Susan J. Good
Its Attorney

TOWN OF MARANA, ARIZONA, a
Municipal Corporation of the State of Arizona

By

John P. Kmiec
John P. Kmiec

Its

Utilities Director

ATTEST:

By

Jocelyn Branson
Jocelyn Branson
Its Town Clerk

APPROVED AS TO FORM:

By

Frank Cassidy
Frank Cassidy
Its Town Attorney

CITY OF MESA, ARIZONA, a municipal
corporation of the State of Arizona

By Kim Kent

Its Deputy City Manager

ATTEST:

By Michael Claspell

Its Deputy City Clerk

APPROVED AS TO FORM:

By G. Taniel



**MOHAVE COUNTY WATER
AUTHORITY**, a political subdivision of the
State of Arizona

By Chris B. Shultz
Its Chairman

ATTEST:

By John Salem
Its SECRETARY

APPROVED AS TO FORM:

By Therese R. George

**MOHAVE VALLEY IRRIGATION AND
DRAINAGE DISTRICT**, a municipal
corporation of the State of Arizona

By Clark B. Shultz
Its Chairman

ATTEST:

By Joseph H. Hensath
Its _____

APPROVED AS TO FORM:

By J. Kelly

**MOHAVE WATER CONSERVATION
DISTRICT**, a water conservation district and a
political subdivision of the State of Arizona

By Sam Seckwell
Its D.H. L.

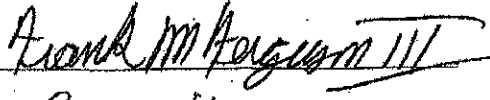
ATTEST:

By Sandra Seckwell
Its A.G.S.

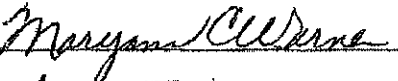
APPROVED AS TO FORM:

By Janie Kelley

**NORTH GILA VALLEY IRRIGATION
AND DRAINAGE DISTRICT**, a municipal
corporation of the State of Arizona

By 
Its President


ATTEST:

By 
Its Secretary

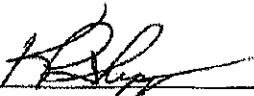
APPROVED AS TO FORM:

By 

**UNIT "B" IRRIGATION AND DRAINAGE
DISTRICT**, a political subdivision of the State
of Arizona

By 
Its PRESIDENT

ATTEST:

By 
Its VICE PRESIDENT

APPROVED AS TO FORM:

By 

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER
DISTRICT**, a political subdivision of the State
of Arizona

By JAR

Its PRESIDENT

ATTEST AND COUNTERSIGN:

By Terrell A. Lonon
Its CORPORATE SECRETARY

APPROVED AS TO FORM:

By [Signature]

CITY OF SOMERTON, ARIZONA, a
municipal corporation of the State of Arizona

By mat Pohn
Its Mayor

ATTEST:

By Bill Lee
Its City Clerk

APPROVED AS TO FORM:

By [Signature]

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TOWN OF THATCHER, ARIZONA, a
municipal corporation of the State of Arizona

By Robert R. R.

Its Mayor

ATTEST:

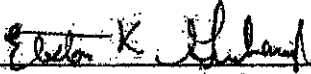
By T. H. H. H.

Its Manager

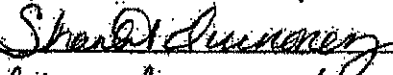
APPROVED AS TO FORM:

By M. H. H. H.

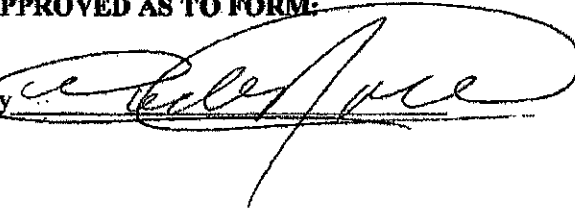
**WELLTON - MOHAWK IRRIGATION
AND DRAINAGE DISTRICT**, a municipal
corporation of the State of Arizona

By 
Its General Manager

ATTEST:

By 
Its Admin. Assistant

APPROVED AS TO FORM:

By 

TOWN OF WICKENBURG, ARIZONA, a
municipal corporation of the State of Arizona

By Stephanie Wojcik
Its FINANCE DIRECTOR

ATTEST:

By Dona Rynd
Its Town Clerk

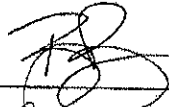
APPROVED AS TO FORM:

By Michael A. Curtis

MICHAEL A. CURTIS, ESQ.
CURTIS, GOODWIN, SULLIVAN,
UDALL & SCHWAB, P.L.C.
501 E. THOMAS RD.
PHOENIX, ARIZONA 85012
(602) 393-1700

CITY OF WILLIAMS, a municipal
Corporation of the State of Arizona

By

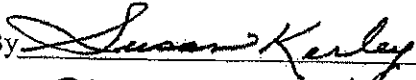


Its

City Manager

ATTEST:

By

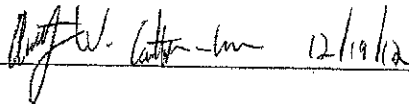


Its

City Clerk / H.R. Director

APPROVED AS TO FORM:

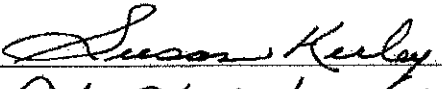
By

 12/19/12

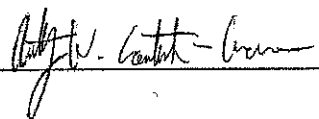
CITY OF WILLIAMS, a municipal
Corporation of the State of Arizona

By 
Its City Manager

ATTEST:

By 
Its City Clerk / HR Director

APPROVED AS TO FORM:

By  12/19/12

CITY OF YUMA, ARIZONA, a municipal
corporation of the State of Arizona

By

Its

[Signature]

City Administrator

ATTEST:

By

Its

[Signature]
City Clerk

APPROVED AS TO FORM:

By

Its

[Signature]
City Attorney

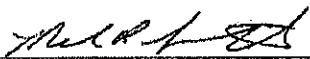
**YUMA COUNTY WATER USERS'
ASSOCIATION**, an Arizona non-profit
corporation

By Tom W. Davis
Its Manager

ATTEST:


By James R. Stover
Its Secretary

YUMA IRRIGATION DISTRICT, a
municipal corporation of the State of Arizona

By 

Its Pres.

ATTEST:

By 

Its Secretary

APPROVED AS TO FORM:

By 

**YUMA MESA IRRIGATION AND
DRAINAGE DISTRICT**, a municipal
corporation of the State of Arizona

By Patricia Mayan
Its Manager

ATTEST:

By Patricia A Brown
Its Bookkeeper

APPROVED AS TO FORM:

By [Signature]

EXHIBIT A

**LOWER COLORADO RIVER
MULTI-SPECIES CONSERVATION PROGRAM**

ARIZONA NOTICE OF CHANGE OF CIRCUMSTANCE

Pursuant to the Trust Indenture and Joint Funding Agreement dated as of April 4, 2005 (the "Indenture"), from the Arizona Participants named therein to Bank of New York Mellon Trust Company, successor in interest to J.P. Morgan Trust Company, National Association, as Trustee (the "Trustee"), as supplemented by the First Supplement, dated as of _____, 2012, the undersigned authorized representative of the United States of America, acting through the Bureau of Reclamation ("Reclamation") certifies that a Change of Circumstance (as defined in the First Supplement) has occurred. The Change of Circumstance is described as follows:

[NOTE: here describe the Change of Circumstance; refer to the action and where such action can be accessed by the public.]

This Notice may hereafter be referred to as the Notice of Change of Circumstance.

Dated: _____

**UNITED STATES DEPARTMENT OF THE
INTERIOR BUREAU OF RECLAMATION**

By: _____
Its: _____

EXHIBIT B

**LOWER COLORADO RIVER
MULTI-SPECIES CONSERVATION PROGRAM**

**ARIZONA REMEDIAL MEASURES FUND
REMEDIAL MEASURES FUND WITHDRAWAL REQUEST**

Pursuant to the Trust Indenture and Joint Funding Agreement dated as of April 4, 2005 (the "Indenture"), from the Arizona Participants named therein to The Bank of New York Mellon Trust Company, N.A., successor in interest to J.P. Morgan Trust Company, National Association, as Trustee (the "Trustee"), as supplemented by the First Supplement, dated as of _____, 2012, the undersigned authorized representative of the United States of America, acting through the Bureau of Reclamation ("Reclamation") hereby requests the payment to Reclamation of the sum of \$_____ from the Remedial Measures Fund. Terms defined in the Indenture, as supplemented by the First Supplement, have the same meaning herein as therein.

The undersigned certifies that payment of the amount requested:

1. Will be used for the following Program Remedial Measures Expense:
2. Will not cause the total aggregate amount disbursed to Reclamation from the Remedial Measures Fund to exceed the total aggregate amount to which Reclamation is entitled to receive from the Arizona Participants to the date hereof as provided in the Program Documents, including specifically the Funding and Management Agreement, as adjusted for income or losses on investments in the Remedial Measures Fund.

Dated: _____

**UNITED STATES DEPARTMENT OF THE
INTERIOR BUREAU OF RECLAMATION**

By: _____
Its: _____