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**AGREEMENT FOR THE SALE AND PURCHASE OF SPRING WATER**

THIS AGREEMENT is entered into as of the 29 day of July, 2002, by and between CUCAMONGA COUNTY WATER DISTRICT, a public agency ("District"), and NESTLE WATERS NORTH AMERICA, INC., a Delaware corporation ("Purchaser").

**RECITALS:**

(A) District and Purchaser have signed a letter of intent dated October 28, 1999, which was amended in certain respects by letters dated May 26, 2000 and October 25, 2000, respectively, (collectively, the "Letter of Intent") with regard to the possible purchase by Purchaser from District of water from District's "Deer Canyon Springs" (the "Springs") which Purchaser would bottle for sale to its customers. The Springs contemplated herein are referred to as "Tunnel A", "Thayer Tunnel", "East Calamity Canyon Diversion" and "Fan Canyon Diversion".

(B) District and Purchaser have determined that they are prepared to enter into agreement with respect to the design, construction, maintenance and operation of certain facilities regarding the Springs and Purchaser's purchase from District and District's sale to Purchaser of water from the Springs ("Spring Water"), and that is the purpose of this Agreement.

NOW, THEREFORE, in consideration of the preceding recitals and the provisions of the letter of intent, and the mutual covenants hereinafter contained, the parties agree as follows:

**ARTICLE I  
BASIC PROVISIONS**

1.1 Purpose. This Article I is included in this Agreement as a convenience to summarize the basic obligations and rights of District and Purchaser under this Agreement. Neither Section 1.2, or Section 1.3 is intended or shall be interpreted to in any way to change, qualify or limit the obligations and rights of Purchaser or District that are provided for in the sections of this Agreement which are referenced in Sections 1.2 and 1.3, or in any other section of this Agreement.

1.3 In exchange, District shall be responsible to:

- a. The Spring Water shall be made available exclusively to Purchaser (§2.1(b)).

**ARTICLE II  
SALE AND PURCHASE OF WATER**

2.1 Sale of Spring Water.

- a. Commencing upon completion of the construction of the improvements to the Collection System and the New Delivery System (as identified in Article III), or if Purchaser elects to construct a loading facility pursuant to Section 5.3, commencing on the date when Purchaser commences taking deliveries of Spring Water from the loading facility, District shall, pursuant to Section 2.1(b) below, sell exclusively to Purchaser, Spring Water in such quantities as may be requested by Purchaser in each fiscal year.
- b. Purchaser shall have the exclusive right to take delivery of and purchase the Spring Water from District for the Term of this Agreement; and which is obtainable from the Springs in accordance with applicable law, except that where Purchaser declines to take delivery of Spring Water.

District may take such water into its distribution system and serve it to its municipal and industrial customers for use within its service area. District hereby acknowledges that Purchaser's exclusive right to purchase Spring Water from District is a material term of this Agreement. District shall not, except as provided above, permit any other person or entity to purchase or use any Spring Water or to develop the Springs during the Term of this Agreement.

2.3 Billing and Payment. District shall bill Purchaser for the metered quantity of Spring Water which is received by Purchaser in each calendar month on or before the 15th day of the succeeding month. Purchaser shall pay all such bills by the 30th day following its receipt of the District's invoice.

2.4 Metering. For purposes of determining the quantities of the Spring Water which Purchaser purchases in each month, District shall purchase and install, at the expense of Purchaser,

as part of the New Delivery System, a meter satisfactory to Purchaser and of adequate size, calibration and volume to accurately measure the quantities of the Spring Water which Purchaser receives through the New Delivery System. District shall read such meter at the end of each month and notify Purchaser in each monthly bill to be delivered pursuant to Section 2.3 of the quantity of the Spring Water that was received by Purchaser according to the meter during that month. Purchaser shall have the right to read and/or inspect the meter at any time and from time to time and at such intervals as it determines are appropriate and District shall grant access to the meter whenever requested by Purchaser. Purchaser shall also have the right, at its sole cost, to have the meter tested from time to time and at any time during the Term to determine if it is accurately recording the quantities of Spring Water delivered to Purchaser. If the meter is determined by such a test to be operating inaccurately by more than the American Water Works Association standard variability for a functioning meter, District shall have the meter repaired or replaced and add the cost thereof to the annual cost of the operation and maintenance of the New Delivery System for purposes of Section 5.1.

2.6 Licensing of Additional Spring Water Sources. In a letter dated January 25, 2002 to the District, the California Department of Health Services (DHS) recognized that water collected from Tunnel A may be represented as "spring water" in accordance with Federal Food and Drug Administration regulations for bottled water Standards of Identity (21 CFR 165.110). District agrees to make all reasonable efforts to assist Purchaser in obtaining DHS spring water recognition and private source water operator licenses pursuant to California Health & Safety Code sections 111070 through 111195 for Thayer Tunnel, East Calamity Canyon Diversion and Fan Canyon Diversion.

ARTICLE III  
DESIGN, CONSTRUCTION AND OWNERSHIP OF FACILITIES

3.2 District's Responsibility. District shall, design and construct the improvements to the Collection System and the New Delivery System in accordance with plans and specifications approved by Purchaser in advance in writing. District shall cooperate with and assist Purchaser in complying with all reasonably necessary or reasonably required environmental or regulatory review by local, state and/or federal agencies, and in obtaining all necessary permits and easements for the construction, operation, maintenance and repair of the Collection System and the New Delivery System. District shall act as lead agency with respect to any environmental or other reviews regarding the construction of the improvements to the Collection System and the New Delivery System when and to the extent it is legally permitted to do so. District shall also cooperate with Purchaser ~~in~~ by issuing all District permits, licenses and other approvals that District may require for the relationship and transactions contemplated herein. District shall take all steps which are reasonably necessary to ensure the protection of the quality and quantity of the Springs and Spring Water.

**3.4 Design.**

District shall authorize the Design Engineer to proceed with the design of the Collection System improvements and the New Delivery System and the preparation of the plans and specifications therefor. District and the Design Engineer shall consult and coordinate with Purchaser as design progresses and Purchaser shall have the right and be afforded the ongoing opportunity to review and approve all preliminary and progress design documents and to attend all meetings between District and the Design Engineer regarding the design of the Collection System improvements and the New Delivery System. The design of the Collection System improvements and the New Delivery System and the plans and specifications therefor shall not be deemed to be final until they are approved in writing by both District and Purchaser.

**3.5 Contracts.** Upon such written approval of the design of the Collection System improvements and the New Delivery System and the plans and specifications therefor by both District and Purchaser, District shall negotiate a contract or contracts and a contract price or prices satisfactory to Purchaser for the construction of such facilities with a pre-qualified contractor or pre-qualified contractors who is/are approved in writing by Purchaser. Upon completion of such negotiations, District shall provide a copy of each such contract which shall include the contract price to Purchaser for Purchaser's prior written approval. Purchaser must approve or disapprove of such contracts in writing within 15 (fifteen) business days of Purchaser's receipt of such contracts. In the event that Purchaser disapproves any such contract, District shall exercise reasonable efforts to renegotiate such contract to the satisfaction of Purchaser.

**3.7 Purchaser's Construction Deposits.** Within 30 (thirty) days after the date when District and Purchaser agree upon the award of a contract or contracts for the construction of the Collection System improvements and the New Delivery System, Purchaser shall deposit into the Escrow Account an amount equal to fifty percent (50%) of the total amount of the contract price(s) of the contractor or contractors to whom the contract or contracts will be awarded. The Escrow Agent shall utilize the amount thereof, including interest earnings thereon, for the payment of progress payments to the contractor(s) as construction progresses. Upon the payment of each progress payment to the contractor(s), Escrow Agent shall notify Purchaser of the total amount thereof in writing and Purchaser shall deposit into the Escrow Account, within 30 (thirty) days after the date of receipt of each such notice, an amount equal to at least fifty percent (50%) of the total balance of the contract price, it being the intent of District and Purchaser that the Escrow Account shall at all

times, until the construction of the Collection System improvements and the New Delivery System is completed, have available from Purchaser's deposits, together with the interest earnings thereon, an amount equal to at least fifty percent (50%) of the total balance of the contract price(s) for the construction of the Collection System improvements and the New Delivery System. Purchaser shall deposit into the Escrow Account an amount sufficient to make final payment to the contractor(s) at least 10 (ten) days prior to the date that such final payment will be due to the contractor(s). Upon completion of the construction of the Collection System improvements and the New Delivery System and when the Escrow Agent has paid the full amount of the contract prices for the construction of such facilities, and when District has been paid or reimbursed for all costs and expenses which it has advanced and which are to be paid by Purchaser hereunder, the Escrow Agent shall pay any remaining amount of Purchaser's deposits and the interest earned thereon to Purchaser.

3.8 Progress Payments. District shall provide Purchaser with a copy of each progress payment request, together with any supporting documents. Purchaser shall have 10 (ten) days to approve or disapprove each such payment. If approval or disapproval by Purchaser is not made within 10 (ten) days, then District may authorize the Escrow Agent to make the progress payment.

3.9 Award of Contract(s). Upon Purchaser's deposit into the Escrow Account as provided for in Section 3.7, District shall award a contract or contracts for the construction of the Collection System improvements and the New Delivery System to the contractor or contractors jointly selected by District and Purchaser, as provided in Section 3.5, and shall issue a notice or notices to proceed to the contractor(s) upon satisfaction by the contractor(s) of the conditions precedent to the issuance of such a notice, as set forth in the plans and specifications.

3.10 Inspection. District shall be responsible for the inspection of the construction of the Collection System improvements and the construction of the New Delivery System in accordance with the terms of the construction contract(s) and the construction schedule set forth in such contract(s). Purchaser, its agents, employees and its consultants shall have access to the construction sites on an ongoing basis as construction progresses and District shall confer and cooperate with Purchaser and its consultants to make sure that both the Collection System improvements and the New Delivery System are constructed in accordance with the plans and specifications and construction schedule therefor so that such facilities, when completed, will satisfy Purchaser's standards, specifications and requirements for the delivery of the Spring Water to its bottling plant.

3.11 Change Orders. Purchaser shall have the right to make changes in the Collection System improvements and/or the New Delivery System from time to time and at any time as construction progresses by giving District and the contractor written direction to make such changes

(each such change is herein referred to as a "Change Order") and District shall negotiate with the contractor any changes in the scope of the construction work to accomplish the Change Order and any corresponding increase in the contractor's contract price in a manner satisfactory to Purchaser. District shall notify Purchaser in writing of any such negotiated increase in the contract price and Purchaser shall approve or disapprove of such increase in writing within five (5) business days after Purchaser's receipt of District's notice. If Purchaser approves of any such increase in the contract price, the amount thereof shall be added to the contract price for purposes of determining the amount of Purchaser's deposits pursuant to Section 3.7. If Purchaser disapproves any such increase in the contract price, Purchaser may revise its requested changes and so notify District in writing, and District shall treat such revised change as a new Change Order and follow the procedures as set forth herein.

3.12 Ownership. Upon completion of the construction of the Collection System improvements and the New Delivery System, and acceptance thereof by District and Purchaser, District shall become the owner of the Collection System improvements and the New Delivery System without payment by District of any amount to Purchaser. District shall pay all real property taxes and assessments levied upon the Springs, the Collection System or the New Delivery System. However, for the Term of this Agreement, and subject to the provisions of this Agreement, including but not limited to Sections 2.1(b) and 4.3, Purchaser shall have the exclusive right to use the Collection System and New Delivery System as provided in this Agreement.

#### ARTICLE IV TERM; TERMINATION; TEMPORARY REDIVERSIONS

4.2 Termination. Notwithstanding the provisions of Section 4.1, Purchaser may terminate this Agreement and the Term at any time or for any reason by delivering to District written notice of termination 30 (thirty) days in advance of the termination date selected by Purchaser. Upon termination of this Agreement, neither party shall have any further obligation to the other, except for obligations incurred prior to the date of termination. In no event shall Purchaser be obligated to restore the Springs, the Collection System or the New Delivery System to any pre-Agreement condition.

**ARTICLE V  
OPERATION AND MAINTENANCE EXPENSES; LEASE OF NEW DELIVERY SYSTEM;  
INTERIM LOADING FACILITY**

5.1 Operation and Maintenance Expenses. District shall, operate and maintain the Collection System and the New Delivery System in a good and workman-like manner in accordance with generally accepted standards among water supply entities in Southern California for the operation and maintenance of similar facilities.

5.2 New Delivery System. Commencing on the date when Purchaser begins receiving Spring Water through the New Delivery System, Purchaser shall have the exclusive right to use the New Delivery System, including any necessary rights to underlying real property which District holds as of the date of the execution of this Agreement.

5.3 Loading Facility. If Purchaser elects to do so, Purchaser may construct a loading facility on property to be acquired by Purchaser receiving Spring Water;

If Purchaser elects to construct such loading facility, it shall notify District in writing, and Purchaser shall construct such loading facility, the time of or prior to the construction of the New Delivery System. Purchaser shall acquire the necessary property and complete the construction of the loading facility. At Purchaser's request, District shall cooperate with and assist Purchaser in obtaining the property, easements and permits and complying with all reasonably necessary or required environmental or regulatory review by local, state and/or federal agencies with respect to the construction and/or operation of such loading facility.

## ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 Purchaser's Representations and Warranties. Purchaser hereby represents and warrants that Purchaser (i) has all requisite authority and corporate power to enter into and perform this Agreement, and is not subject to any other agreements, restrictions, easements or other legal requirements which would prevent Purchaser from entering into and performing its obligations under this Agreement; and (ii) has the appropriate governmental approvals and permits to engage in its business in the State where the Springs are located.

6.2 District's Representations and Warranties. District hereby represents and warrants as follows:

- a. Authority: Compliance. District (i) has all requisite authority, power and capacity to enter into and perform this Agreement; and (ii) is not precluded by any agreement, oral or written, or by any law, regulation, restriction or other legal requirement, from entering into and fulfilling District's obligations under this Agreement.
- b. Water Rights. District has the rights to (i) extract water from the Springs; (ii) develop, collect and/or transmit the Spring Water to its system; and (iii) sell and/or assign the Spring Water to Purchaser as provided in this Agreement. District shall, at its sole cost and expense; take whatever legal action is reasonably necessary to protect and defend the foregoing rights.
- c. Hazardous Materials. To the District's knowledge, there have not been any spills, disposal, discharge or release of any hazardous materials into, upon or from the property on which the Springs are located or into or upon the Springs.
- d. Actions. There are no actions, suits or proceedings pending against or, to the best of District's knowledge, threatened or affecting the Springs and/or the property on which the Springs are located, whether at law or in equity. Nor are there any claims challenging the right of District under its existing licenses and easements to transmit the water from the Springs and into its system.

## ARTICLE VII GENERAL PROVISIONS

7.1 CEQA Compliance. District and Purchaser acknowledge and agree that the obligations of the parties under this Agreement are conditioned on District completing proceedings under the California Environmental Quality Act, Section 21000, *et seq.*, of the Public Resources Code ("CEQA"), and the expiration of the applicable period for any challenge to the adequacy of District's compliance with CEQA without any challenge being filed.

Purchaser shall select a qualified environmental consultant acceptable to District to prepare the underlying documentation for District's review and consideration as may be required by CEQA and applicable law. Purchaser shall direct the qualified environmental consultant and both Purchaser and the environmental consultant shall coordinate the preparation of the environmental analysis with District to ensure a full, fair and complete consideration of potential environmental impacts. Any documentation submitted by Purchaser shall be sufficient for District to make a fair decision in accordance with applicable law.

Purchaser shall also have the right but not the obligation to assume the defense of District in any challenge to a potential approval of the improvements to the Collection System or the New Delivery System or the adequacy of environmental review. District shall cooperate with Purchaser in any such defense. District and Purchaser acknowledge that any modifications to the improvements to the Collection System or the New Delivery System resulting from District's compliance with CEQA may necessitate amendments to this Agreement in a mutually acceptable manner. Neither party shall be bound hereby unless and until District's compliance with CEQA is completed and there is no possibility of a challenge pursuant to CEQA.

7.2 Good Faith. The parties acknowledge and agree that this Agreement is subject to the covenant of good faith and fair dealing.

7.3 Arbitration: Legal Fees. All disputes of any nature whatsoever arising out of this Agreement or in connection with the underlying transactions, including but not limited to negotiation or termination of this Agreement, shall be resolved by arbitration. The arbitration shall be governed by the rules of practice and procedure for the arbitration of commercial disputes of Judicial Arbitration and Mediation Services, Inc./Endispute, Inc. JAMS/Endispute shall serve as the arbitrator and the arbitration shall be conducted at the JAMS/Endispute office in California closest to Purchaser. If JAMS/Endispute is precluded from serving, then the American Arbitration Association will act as arbitrator in Greenwich, Connecticut. The parties agree that neither party shall be entitled to request or recover punitive, exemplary, treble or any other similar form of damages against the other, regardless of the claims raised. In the event of the bringing of any arbitration action by either party against the other party to this Agreement by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of such other party arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other party its actual and reasonable costs and expenses of the arbitration, including reasonable attorneys' fees (or, in the event of any arbitration action to enforce this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses of the action, including reasonable attorneys' fees), as determined by the arbitrator.

7.4 Notices. Except as otherwise specified herein, all notices or other communication provided for in this Agreement shall be in writing, and shall be delivered personally, sent by reputable overnight mail equivalent carrier, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the person to receive such notice or communication at the following addresses and shall be effective upon receipt or refusal to accept delivery:

If to District: Cucamonga County Water District  
10440 Ashford Street  
Rancho Cucamonga, CA 91730  
Attention: General Manager/CEO  
Telephone: (909) 987-9871  
Facsimile: (909) 476-8032

If to Purchaser: Nestle Waters North America, Inc.  
5772 Jurupa Street  
Ontario, CA 91761  
Attention: Natural Resource Manager

With a copy to: Nestle Waters North America, Inc.  
777 West Putnam Avenue  
Greenwich, CT 06830  
Attention: Vice President and General Counsel

Notice of change of address shall be given by written notice in the manner set forth in this subsection.

7.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Purchaser shall have the right to assign its rights or delegate any of its obligations or duties under this Agreement without District's consent. Any assignment of this Agreement by District shall require Purchaser's prior written consent. If any of the rights granted to Purchaser hereunder are or become subject to any mortgage or deed of trust, District shall use its best efforts to obtain and deliver to Purchaser a subordination agreement from the holder of the mortgage or deed of trust, in form and content reasonably satisfactory to Purchaser, acknowledging that Purchaser and its successors shall have quiet enjoyment of the rights and interests conferred by this Agreement, provided Purchaser continues to fulfill its obligations hereunder.

7.6 Required Actions. District and Purchaser agree to execute all reasonable instruments and documents and to take all reasonable actions as may be required in order to consummate the transactions contemplated by this Agreement.

7.7 Access.

- a. At all times during the Term of this Agreement, Purchaser and its agents shall

have unlimited access to the Springs, the Collection System and the New Delivery System for all purposes contemplated by this Agreement. District shall cooperate with Purchaser to obtain those easements necessary for Purchaser to perform its obligations and exercise its rights hereunder, including, without limitation, to develop, collect and/or transmit the Spring Water to Purchaser's bottling facilities.

- b. District shall make available to Purchaser and its counsel, accountants, agents, consultants, employees, and representatives all of District's books, records, properties, agents and consultants for the purpose of reviewing and analyzing the Springs and the Spring Water and related property rights. District shall disclose to and inform Purchaser of all information known to District concerning the Springs and Spring Water, including, without limitation, quality, quantity, contamination in the soils, waters or properties of District, and any investigations to determine the existence of any such contamination and the result of any such studies conducted within the last five years.

7.8 Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, understandings or negotiations (whether oral or written) including, without limitation, the Letter of Intent. No addition or modification of any term or provision shall be effective unless set forth in writing and signed by District and Purchaser.

7.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

7.10 Severability. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts of this Agreement shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

7.11 Headings. Headings at the beginning of each section and subsection are solely for convenience of reference and are not a part of this Agreement.

7.12 Construction. Whenever the context of this Agreement requires the same, the singular shall include the plural and the masculine, feminine and neuter shall include the others. Without limitation, any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any member of the relevant class. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to sections and subsections are to

this Agreement. All exhibits are incorporated in this Agreement by reference, and the term "Agreement" includes such exhibits. If the day on which either party is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. Any reference in this Agreement to an agreement or other instrument shall mean such agreement or instrument as it may from time to time be supplemented, modified, amended and extended in accordance with the terms of this Agreement. This Agreement is executed and delivered in the State of California and shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

7.13 No Waiver. No waiver by either party of any default by the other party under this Agreement shall be implied from any omission or delay by the nondefaulting party to take action on account of the default if the default persists or is repeated. Any waiver of any covenant, term or condition contained in this Agreement must be in writing. Any such express written waiver shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition, nor shall it affect any default other than the default expressly made the subject of the waiver. Any such express waiver shall be operative only for the time and to the extent stated in the waiver. The consent or approval by a party to or of any act by the other party shall not be deemed to waive or render unnecessary consent or approval to or of any subsequent act.

7.14 Relationship Between Parties. Purchaser and District agree that (a) the relationship between them is intended to be and shall at all times remain, in connection with the transactions contemplated by this Agreement, that of a private party as to Purchaser and a public agency as to District; and (b) no party is intended to be or shall be construed as a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of any other party or any of its affiliates, and no party intends to ever assume such status.

7.15 No Third-Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and the parties hereto expressly disclaim any such third-party benefit.

7.16 Confidentiality. District and Purchaser agree that any trade secrets, confidential or proprietary information, literature, data, business and technical information related to this Agreement and/or the transactions contemplated hereby will be kept in strict confidence pursuant to Government Code Sections 54950 and 6254; provided, however, that District expressly authorizes Purchaser to release such information as is necessary to be included in regulatory applications or disclosure documents related to the transactions contemplated in this Agreement or such information that is otherwise required to be disclosed by applicable law, regulations, judicial or administrative process. The parties agree to implement such systems as are reasonably necessary to maintain the confidentiality and proprietary nature of such information. Neither party shall issue a public announcement concerning this Agreement without the prior written approval of the other party, except as may be required by law. Other than to specifically accomplish the purpose and intent of this Agreement, this Agreement, to the extent reasonably possible, shall remain confidential and shall not be disclosed

without the prior written consent of the other party.

7.17 Effectiveness of Agreement. The effectiveness of this Agreement and any agreements entered into by the parties shall be expressly contingent upon

7.18 Force Majeure.

- a. Except as otherwise provided in this Agreement, each party shall be entitled to an extension of the date of any performance required of such party under this Agreement if the failure of the party to duly perform was solely because of a Force Majeure Event (defined below); provided, however, that a Force Majeure Event shall not be recognized under this Agreement unless (1) the party seeking to assert such an event gives notice of such event to the other party, which notice shall explain in reasonable detail the nature of the Force Majeure Event, the obligations that have been affected by the Force Majeure Event, and how such Force Majeure Event has impaired the performance of such obligations, and (2) such Force Majeure Event actually and materially impairs the due performance of such party's obligations and continues for not less than 20 (twenty) consecutive business days.
- b. On receipt of the notice of the Force Majeure Event by the other party and the continuation of such Force Majeure Event for 20 (twenty) consecutive days, the performance required of the notifying party shall be excused on a day-by-day basis commencing on the date the notice of the Force Majeure Event was given until such Force Majeure Event has terminated. Any reciprocal obligations of the other party shall also be temporarily excused for this period of time.
- c. Both parties shall make best efforts to end or resolve the Force Majeure Event.
- d. If the Force Majeure Event continues for five (5) years, either party may, on the giving of written notice to the other, rescind this Agreement.
- e. A "Force Majeure Event" shall be an act of God, riot, war, act of terrorism, civil unrest, flood, earthquake, or other cause beyond a party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure, but excluding failure caused by a party's negligence).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CUCAMONGA COUNTY WATER DISTRICT

By: [Signature]  
President of the Board of Directors

ATTEST:

[Signature]  
Secretary of the Board of Directors

NESTLE WATERS NORTH AMERICA, INC., a  
Delaware corporation

By: [Signature]  
Vice President

By: [Signature]  
Assistant Secretary