

Water Supply and Sewer Services Agreement

This Agreement (“Agreement”) is made and entered into as of ~~May 17, 2021~~ (“Effective Date”), by and between Niagara Bottling, LLC, a Delaware limited liability company operating with principal offices located at 1440 Bridgegate Drive, Diamond Bar, CA 91765, (“Customer”) and Kansas City, Missouri, through its Water Services Department, KC Water (“KCMO”), a Municipal Charter Organization, (Customer and KCMO shall be collectively referred to as the “Parties”).

WHEREAS, Customer recently executed a purchase and sale contract to purchase the building and land at 11400 North Airworld Drive, Kansas City, MO 64153 (the “Property”); and

WHEREAS, Customer has proposed to establish on the Property a large-scale project of multiple phases extending over a period of years, for the following uses: manufacturing of plastic bottles and plastic bottle caps for beverages, water processing activities (including use of reverse osmosis machinery and ozone contact tanks), filling of bottles with beverages and labeling and capping, packaging of bottles into cases and palletizing for shipment, warehousing of palletized bottles, and distribution activities reasonably related to these foregoing specific uses (collectively, the “Project”); and

WHEREAS, acquisition of the Property and development of the Project on the Property will involve a substantial commitment of private capital by Customer, which Customer is unwilling to risk without sufficient assurances from KCMO that (i) adequate quality and sufficient water and sewer service can be provided at a reasonable price, and (ii) sufficient water and sewer infrastructure is available for the initial phases of the project. Customer also desires that additional sewer capacity will be available for future build out of the Property and the Project as described in Article II of this Agreement; and

WHEREAS, KCMO currently owns and operates a potable water system (together with any repairs to or replacements of the same, the “Water System”) and a sanitary sewer system (together with any repairs to or replacements of the same, the “Sanitary Sewer System”) servicing the Property, which are authorized by the Kansas City Missouri Code of General Ordinances as may be amended from time to time (the “Code”); and

WHEREAS, KCMO desires to serve the Property, the Project and Customer with water and sanitary sewer service (the “Services”); and desires to enable the Project to operate and encourage the Project to expand; and

WHEREAS, KCMO believes that the availability of a quantity and quality of water and sanitary sewer service for the Project and the Property will support uninterrupted operation of the Project; and

WHEREAS, Customer and KCMO want to incorporate their understanding of the water and sanitary sewer supply, capacity, relationship, infrastructure, and services into this Agreement setting forth the understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, Customer and KCMO agree as follows:

ARTICLE I WATER SERVICES AGREEMENT

Water Delivery and Acceptance: KCMO agrees, subject to the following conditions, to deliver water to Customer in such quantities as necessary to satisfy the provisions of this contract:

1. **Customer's Water Needs.** At start-up, on or around September 1, 2021, Customer shall require up to 920,000 gallons of water per day ("gpd").
 - (a) Customer reserves its right to install additional lines at its sole and absolute discretion where additional water will be required for each additional line, subject to plan review and permitting by the City.
 - (b) At full build-out, the Project contemplates installation of several high-speed bottling lines which would require up to a total of 2,400,000 gpd, with occasional peak flows ("Occasional Peak Flows") of up to 1,800 gallons of water per minute ("gpm"). KCMO agrees to deliver water to Customer during such Occasional Peak Flows as long as Customer provides reasonable advance notice to KCMO. Full build-out number of lines and timing is yet to be precisely determined and may be subject to change.
 - (c) Pursuant to the terms and conditions herein, subject to Article III Sec. 2, Force Majeure, Customer shall purchase a minimum of ten percent (10%) of the average preceding twelve (12) months average monthly usage. (E.G. If Customer's average monthly usage in the first 12 months of operation is 15,000,000 gallons (i.e. 500,000 gpd), Customer's monthly minimum would be 1,500,000 gallons (i.e. 50,000 gpd). Notwithstanding anything to the contrary, this minimum requirement shall not commence until September 1, 2022.
 - (d) KCMO expressly warrants and guarantees that it possesses the existing legal right to sell Customer the water services described herein.
2. **Water Delivery.** Pursuant to the terms and conditions herein, subject to Article III Sec. 2, Force Majeure, KCMO shall be prepared to supply and provide to Customer 100% of its water needs as set out in Section 1 above for the Project, as requested by Customer in Customer's sole and absolute discretion and as provided by Code and this Agreement.
 - (a) KCMO's current water supply sources have the capacity to supply Customer's requirements as described in Section 1.
 - (b) From the Effective Date, the amount of water supply capacity set out in Section 1 shall be available to the Property, the Project and Customer as provided in this Agreement.
 - (c) Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree KCMO's commitment to provide increased water service within any given timeframe is contingent upon KCMO acquiring any easements or other property rights necessary to do so to. KCMO agrees that it will take commercially reasonable steps to acquire the same upon notice from Customer of its desire for increased capacity and provision of plans as required herein. If KCMO needs additional easements upon the Property to increase the amount of water provided or otherwise fulfill its obligations under this Agreement, Customer shall provide the same at no cost to KCMO.
3. **KCMO Infrastructure.**
 - (a) **Water Infrastructure.** With an existing 12-inch water main extending to the north end

of N. Airworld Dr., and an existing 24-inch water transmission main running along 112th St, adjacent to the south edge the Property, KCMO currently has the infrastructure and capacity to serve Customer's water needs at full build-out as described herein, up to 2,400,000 gpd. Any infrastructure upgrades to KCMO's owned and operated Water System required to serve Customer's full build-out requirement as set out Section 1 shall be undertaken at the sole cost and expense of KCMO and at no expense to Customer, subject to the appropriation of funds. Prior to commencing any such infrastructure upgrades, Customer shall provide and record any required easements on the Property, and shall provide KCMO final civil site plans (grading/drainage/paving/survey) in electronic AutoCAD format for use in coordinating and designing the future transmission main and other Water System improvements.

- (b) Water Pressure. Subject to the provisions of this Agreement, including Article III Sec. 2 Force Majeure events, water will be delivered at a pressure of at least 50 psi on the KCMO supply side of the meter.
 - i. In the event Customer's flow and pressure tests for the 12-inch public main indicate this main will not provide the flow and pressure needed for additional build out of the Project, or if redundancy in water service lines is sought, Customer shall be permitted to install a large private service line with a new connection to the 24-inch transmission main adjacent to the Property, which KCMO represents is capable of providing the flow and pressure required for full buildout, subject to plan review, permitting, contracting, and inspections.
 - (c) Relocation or Improvement of Infrastructure. In the event that the KCMO makes a good faith determination that, during the Term of this Agreement, relocation or improvement of existing Water System mains is necessary for the provision of water services to Customer as provided in Section 1, KCMO will bear the cost for such relocation or improvement, subject to the appropriation of funds. Customer shall remain responsible for its privately owned improvements.
4. Curtailment or Reduced Capacity. During any shortage of water, KCMO may apportion the sale of water among its wholesale customers on a prorata basis and for this purpose may adjust or require adjustment accordingly the aforesaid regulatory devices at or near the point of service. KCMO shall advise Customer promptly if it reasonably anticipates that the amount of water provided to Customer may be reduced. Notwithstanding the foregoing, KCMO shall have no obligation to inform Customer of emergency conditions which must be promptly addressed, such as a water main break, except as in the usual course of its business. Moreover, KCMO shall conduct its operation of the Water System, and the repair, maintenance, planning and expansion of the Water System, so as to preserve and to be able to fulfill its obligations as set out in this Agreement.
5. Water Meter(s). Customer shall, at its sole expense, install a water meter(s) including meter, meter vaults or pits, and all appurtenances, of a type and at a location mutually agreeable to KCMO and Customer, and pay any applicable permit fees required for new customers according to KCMO's established fee schedules. All lines owned by KCMO shall be maintained, repaired, and replaced by KCMO and Customer will maintain, repair, and replace all privately owned lines, including the lines running from the water meter(s) to the Project.
6. Water Quality. KCMO agrees that the water delivered to Customer pursuant to this Agreement shall meet or exceed the minimum water quality standards of the Missouri Department of Natural Resources.

7. Water Rates and Fees.

- (a) Service charges and commodity charge are outlined in Chapter 78 of the Code. Customer shall be charged as a “wholesale customer” as defined by the Code.
- (b) In addition to the volumetric rate there is a service charge per connection as established by the Code in Chapter 78-6.
- (c) Excepting the charges for water service as set out above and any other fees specifically identified in this Agreement, Customer shall not be charged any fee or expense whatsoever, either now or in the future, for any capital improvements to the Water System that KCMO undertakes to service the Property for the Project as described in Section 1 during the Term of this Agreement, whether as a lump sum payment or in installments, which is in the nature of an impact fee, reservation fee, or system development fee.
- (d) Customer shall be responsible for obtaining any required permits, connection fees and the like, including paying costs associated with the same, as may be required by the Code and the latest approved version of KC Water Rules and Regulations for Water Service Lines for all improvements to its Property and privately owned systems necessary for water service.

**ARTICLE II
SANITARY SEWER SERVICES AGREEMENT**

Customer’s Sanitary Sewer Services Delivery and Acceptance: KCMO agrees, subject to the following conditions, to provide sewer service to Customer in such quantities as necessary to satisfy the provisions of this Agreement:

- 1. Customer’s Sanitary Sewer Needs. At start-up, on or around September 1, 2021, Customer shall require capacity for up to 320,000 gallons of sewer discharge per day.
 - (a) Customer reserves its right to install additional lines at its sole and absolute discretion where additional discharge capacity may be required.
 - (b) At full build-out, the Project contemplates installation of several high-speed bottling lines which would require up to a total of 520,000 gpd and peak flows will be restricted as discussed in Section 2. Full build-out number of lines and timing is yet to be precisely determined.
 - (c) Pursuant to the terms and conditions herein, Customer shall at no time be under any obligation to discharge any minimum amount into the Sanitary Sewer System.
- 2. Delivery of Sanitary Sewer Services. Pursuant to the terms and conditions herein, subject to Article III Sec. 2, Force Majeure, KCMO shall be prepared to receive and service 100% of Customer’s discharge flow requirements for the Project as set out in Section 1, as requested by Customer in Customer’s sole and absolute discretion and as provided in the Code, this Agreement, and any other applicable requirement. KCMO’s current sewer infrastructure has the capacity to transport Customer’s discharge flow requirements as described in Section 1 for the Project.
 - (a) The limitation placed on total dissolved solids (“TDS”) is equal to five (5) times the supply water concentration. Notwithstanding the foregoing, if KCMO determines that the amount of TDS being discharged interferes with its Sanitary Sewer System’s operation or its Todd Creek Wastewater Treatment Facilities Discharge permit regulated by the Missouri Department of Natural Resources, the Parties agree to cooperate and work in good faith with each other to come up with a mutually acceptable solution. Ultimately, however, Customer will be responsible

- for taking commercially reasonable steps to correct any problems that are solely and directly in its control, with respect to the amount of TDS being discharged.
- (b) Customer shall be required to pretreat its sewer discharge such that the effluent biological oxygen demand (“BOD”) does not exceed 500 mg/L to maximum discharge rate of 180,000 gpd. For any discharge greater than 180,000 gpd to a maximum discharge rate of 320,000 gpd, pretreatment shall be required to bring effluent BOD down to 250mg/L for the entire discharge volume. Surcharge fees shall be charged to Customer for any effluent BOD over limits set forth in Chapter 60 of the City’s Code of Ordinances.
 - (c) For any discharges beyond 320,000 gpd, a treatment plant expansion will be required. KCMO shall use commercially reasonable efforts to complete the treatment plant expansion within 36 months of delivery of written notice by Customer that its discharges will exceed 320,000 gpd. Said wastewater treatment plant expansion shall be undertaken at the sole cost and expense of KCMO and at no expense to Customer; provided that KCMO and Customer agree to negotiate in good faith a reasonable adjustment to the sanitary sewer minimum volume commitment under Article II.1.(c). Specific BOD limits for the larger discharge will be established after completion of the preliminary plant design, which is expected to be completed April 1, 2022. The execution of this Agreement shall not serve as written notice of plant expansion as required herein.
 - (d) Customer’s discharge flows shall be regulated by Customer at an amount not to exceed 361 gpm. The Parties agree that Customer will use a private system of storage to regulate its discharge flows to the Sanitary Sewer System. Customer agrees to provide, upon written request from KCMO, any operations records needed to establish that said system is being operated to minimize flow rate fluctuations or otherwise comply with this Agreement. Such information shall be submitted to KCMO within 5 business days of its written request.
 - i. Customer acknowledges that in order to increase the Project discharge rate beyond 361 gpm, the size of the public sewer main from the north end of N Airworld Dr (MH N201-033) to the connection with the 18” main at 112th St (MH N201-024) (a distance of approximately 1,260 feet) may need to be increased. In the event Customer notifies KCMO of its desire to increase the discharge rate beyond 361 gpm, the Parties agree to diligently negotiate in good faith a line extension or similar agreement to address the required sewer improvements. Customer understands and agrees that the cost to increase the size of the main as described above shall be the responsibility of the Customer.
 - (e) Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree KCMO's commitment to provide increased treatment plant capacity within any given timeframe is contingent upon KCMO acquiring any easements or other property rights necessary to do so. KCMO agrees that it will take commercially reasonable steps to acquire the same upon written notice from Customer of its desire for increased capacity and provision of plans as required herein. If KCMO needs additional easements upon the Property to increase its capacity or otherwise fulfill its obligations under this Agreement, Customer shall provide the same at no cost to KCMO.
3. KCMO Infrastructure. With an 8-inch public sewer main servicing the Property, KCMO has capacity in its Sanitary Sewer System to receive and treat up to 520,000 gpd of sewer discharge, at a discharge rate of approximate 361 gpm, and is willing to review plans for

extending or expanding its capacity as necessary to accommodate Customer's needs in future phases. Any infrastructure upgrades to KCMO's owned and operated Sanitary Sewer System required to accommodate Customer's increase in discharge flow or discharge rate as set out in Sections 1 & 2, will be undertaken at the sole expense of Customer and at no expense to KCMO, as stated in Section 2.(d) i. above. In no event shall KCMO be responsible for providing or paying for any process or pretreatment equipment necessary to meet any discharge limitations.

- (a) As applicable to this Agreement, Customer shall be responsible for complying with all conditions for sanitary sewer service, whether statutory, regulatory or otherwise and whether required by the federal, state or local laws or this Agreement.
 - (b) Customer will be responsible for obtaining a wastewater discharge permit as required in Chapter 60 of the Code.
 - (c) Moreover, KCMO shall conduct its operation of the Sanitary Sewer System, and the repair, maintenance, planning and expansion of the Sanitary Sewer System, so as to preserve and to be able to fulfill its obligations as set out in this Agreement.
 - (d) In the event that the KCMO makes a good faith effort with the capacity determination performed by the Customer, during the Term of this Agreement, that relocation or improvement of existing Sanitary Sewer System mains as necessary for the provision of sanitary sewer services to Customer as provided in Section 1, KCMO will bear the cost for such relocation or improvement, subject to the appropriation of funds. Customer shall remain responsible for its privately owned improvements.
4. Sewer Meter/Sampling Manhole/Service Lateral. Customer shall submit an application to KC Water Regulated Compliance Division for a sewer allowance credit (SAC). The SAC application along with the review fee, detailed drawings, and maps depicting the current water service lines, meter and the proposed location of the SAC meter(s) shall be submitted for review contemporaneously with the execution of this agreement. Approval of the SAC shall be completed prior to startup the Project. Customer shall be responsible for the installation, operation and maintenance of any sanitary sewer meter, sampling manhole, and the service lateral from the Project to KCMO's main, including the connection to KCMO's main. Customer shall, at its sole expense,
 - (a) install a sewer meter and a sampling manhole at a location(s), in a configuration and of a type mutually agreeable to KCMO and Customer and pay any applicable permit and connection fees required for new customers according to KCMO's established fee schedules; and
 - (b) connect the sanitary sewer service lateral to the City main and extend the lateral to the Project; and
 - (c) install a new connection to KCMO's main and a sampling manhole on the sanitary sewer lateral at a location mutually agreeable to KCMO and Customer. The sanitary sewer meter shall be installed in the service lateral entering the sampling manhole in a configuration with its system acceptable to KCMO.
 - (d) Customer shall be responsible for maintenance of the sanitary sewer flow meter, sampling manhole, and service lateral from Project to the Sanitary Sewer System, including the connection to KCMO's main.
5. Sanitary Sewer Rates and Fees
 - (a) Charges for sanitary sewer services, including high concentration charges, are outlined in Chapter 60 of the Code.
 - i. Metered Sewer Discharges. Customer shall install a KCMO-approved sanitary sewer volumetric metering system to record and report actual

process wastewater discharged to KCMO's system. Customer shall be charged based on the actual metered process wastewater discharge.

- ii. **Unmetered Sewer Discharges.** For any unmetered sewer connection to KCMO's sanitary sewer system, Customer shall be charged as provided in Chapter 60 of the Code.

- (b) In addition to the sanitary sewer volumetric rate there is a service charge per connection as provided in the Code, Chapter 60.
- (c) Customer will be responsible for the Wastewater Discharge Permit Application and fee, as well as the associated monthly maintenance fee as set out in Chapter 60 of the Code, and any related charges associated with the quality of its discharge.
- (d) Based upon Customer's discharge quality, KCMO will apply appropriate strength charges, including BOD, TSS, and FO&G, as set out in Chapter 60 of the Code. Customer acknowledges that such limitations are subject to applicable law, whether statutory, regulatory or otherwise and whether required by federal, state or local laws or this Agreement.
- (e) Excepting the charges for sanitary sewer service set out above and any other fees specifically identified in this Agreement, Customer shall not be charged any other fee or expense now or in the future whatsoever, for any capital improvements to the Sanitary Sewer System that KCMO undertakes to service the Property for the Project as described in Section 1 during the Term of this Agreement, whether as a lump sum payment or in installments, which is in the nature of an impact fee, reservation fee, or system development fee.
- (f) Customer shall be responsible for obtaining any required permits, including paying costs associated with the same, as may be required by the Code and for all improvements to its Property and privately owned system necessary for sanitary sewer service. The sewer connection permit fees are \$142 per connection for sanitary and storm sewer connections.
- (g) Pretreatment waste and brine waste disposal are not part of this Agreement and will be addressed through separate permitting processes.

ARTICLE III GENERAL TERMS AND CONDITIONS

1. **Term.** This Agreement shall be effective for ten (10) years from Effective Date, and shall automatically renew at the end of the Term for additional one-year terms, unless either party notifies the other in writing of its intent to terminate the Agreement no later than 90 days prior to the end of the then-current Term.
2. **Force Majeure.** Neither party shall be liable to the other for any failure or delay in its obligations, including the minimum purchase requirements outlined in Article I Sec. 1.(c) and Article II Sec 1.(c), if such failure or delay is caused by a Force Majeure Event, whether or not such matters were foreseeable, and such failure or delay will not constitute a material breach of this Agreement. "Force Majeure Event" means any cause beyond the reasonable control of the party that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, embargoes, acts of civil or military authorities, pandemic, fire, floods, water shortages, fluctuation in river levels, drought, main breaks, sanitary sewer collapses, utility outages, earthquakes, tornadoes, storm

events, accidents, or strikes or newly promulgated regulations or laws which make the obligations of this Agreement unlawful or unattainable.

3. Payment Terms. Payment shall be due net 30 days from Customer's receipt of invoice. All payments shall be deemed effective on the date of postmark. In the event any payment becomes overdue, KCMO shall provide Customer with written notice of nonpayment as provided herein. Customer shall then have twenty (20) business days from date of notice to cure any late payment ("Payment Cure Period").
4. Amendments and Conflicting Terms. Provisions of this Agreement may be modified, amended or waived only by a written document specifically identifying this Agreement and signed by an authorized representative of each party.
5. Dispute Resolution and Attorneys' Fees. In the event of any dispute arising out of or related to the Agreement, the parties shall, within thirty (30) days of such dispute, meet in person to discuss potential amicable resolution of this dispute. During this thirty (30) days where the parties are exploring resolution of the dispute, Customer shall not be in breach due to nonpayment of any invoice. This provision shall not be interpreted to release, postpone or alter any obligations set forth herein. In the event the parties are unable to adequately resolve any claim or dispute through dispute resolution and legal proceedings arise out of or relating to this Agreement, to the extent allowable by law, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable and actual fees and expenses (including, without limitation, reasonable and actual attorneys' fees and litigation expenses) incurred in such proceedings.
6. Indemnification. To the extent allowable by law, each party shall defend, indemnify and hold harmless the other, its affiliates, subsidiaries, officers, directors, shareholders, successors, assigns, agents and employees, from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, fines, penalties and liabilities, including, without limitation, reasonable attorneys' fees and costs, arising out of, connected with or resulting from its breach of its warranties, obligations and/or commitments herein, excluding only to the extent of the other's gross negligence or will misconduct.
7. Limitation on Liability. TO THE EXTENT ALLOWED BY LAW AND EXCEPT FOR ONE'S OWN FRAUD, INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, THE WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, OR THE VIOLATION OF LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REPUTATION OR LOSS OF CURRENT OR PROSPECTIVE BUSINESS ADVANTAGE, EVEN WHERE SUCH LOSSES ARE CHARACTERIZED AS DIRECT DAMAGES) ARISING OUT OF OR IN ANY WAY RELATED TO THE RELATIONSHIP OR DEALINGS BETWEEN THE PARTIES, REGARDLESS OF WHETHER THE CLAIM UNDER WHICH DAMAGES ARE SOUGHT IS BASED UPON CONTRACT, TORT, NEGLIGENCE (OF ANY KIND), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT THE TIME OF CONTRACTING OR OTHERWISE.

8. Confidentiality. The parties acknowledge that KCMO is subject to certain laws and other obligations which impacts its ability to keep certain information confidential. The Parties also acknowledge that certain information related to Customers scientific and technological innovations, as well as financial information are proprietary to it and should be treated as confidential to the extent reasonably practicable ("Customer's Information"). The Parties agree, therefore, that unless disclosure of Customer's Information is required by law, whether statutory, regulatory or otherwise, or other obligations to report or disclose such information, KCMO will not disclose Customer's Information to third parties except as is necessary to perform the terms of this Agreement or normal business operations.
9. No Conflicting Agreements. KCMO has not entered into nor is bound by any other contracts or agreements of any kind which are inconsistent with KCMO's obligations under this Agreement to provide water and sanitary sewer services to Customer under the terms and conditions contained herein. Notwithstanding the foregoing, KCMO may be obligated to disclose certain Customer Information as provided in Section 8.
10. Binding Effect. This Agreement benefits and binds the parties and their respective heirs, successors and/or permitted assigns.
11. Governing Law/Venue. The parties irrevocably submit that the jurisdiction for the purpose of all issues of law, fact or equity arising out of and/or in any way related to the Agreement, any related purchase order, or any additions, amendments or supplements thereto, shall be in the state or federal courts located in the State of Missouri, only, and the venue for purposes of such proceedings shall be in the Western District Court of Missouri and/or Jackson County, Missouri. The choice of law and interpretation of the Agreement, as well as any dispute related to or arising from the Agreement, shall be governed by Missouri law.
12. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.
13. Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof or rendering that or any other provision of this Agreement invalid, illegal or unenforceable, unless the court further determines that the valid provisions of this Agreement are so essentially and inseparable connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the Parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court determines that the valid provisions standing alone are incapable of being performed in accordance with the intentions of the Parties.
14. Survival. All covenants, conditions, warranties, uncompleted obligations and indemnifications contained in this Agreement which may involve performance subsequent

to any termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement shall survive.

15. Entire Agreement. This Agreement constitutes the final, complete, exclusive and entire agreement between the parties for water and sanitary sewer services.
16. Recitals. The recitals of this Agreement are material terms of and shall be binding upon the Parties. The parties acknowledge that KCMO's Water System and Sanitary Sewer System are subject to federal, state, and local laws and regulations and therefore agree that this Agreement will be interpreted in conformance with any laws, whether statute, regulation or otherwise, that govern the Water System or Sanitary Sewer System or the performance of water and sanitary sewer service.
17. Notice. All notices required by this Agreement shall be in writing sent to the following:

KCMO

Director of Water Services Department
Attn: Terry Leeds
4800 East 63rd Street
Kansas City, MO 64130
816-513-0203 telephone
816-513-0184 facsimile
terry.leeds@kcmo.org

Customer: Niagara Bottling LLC

Attn: Todd Uhlick
1440 Bridgegate Drive
Diamond Bar, CA 91765
909-230-5000 telephone
tuhlick@niagarawater.com

With a copy to
Niagara Bottling, LLC
Attn: Will Uyesugi
1440 Bridgegate Drive
Diamond Bar, CA 91765

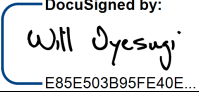
909-230-5000 telephone
wuyesugi@niagarawater.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

18. Interpretation. This document shall be deemed to have been mutually drafted by the parties hereto. Any ambiguity in the interpretation of this Agreement shall not be construed or interpreted against either party.

IN WITNESS WHEREOF, the undersigned have read and affirmed the terms of this Agreement as of the Effective Date.

CUSTOMER

By:  _____

Name: will oyesugi

Title: Corporate Counsel - Real Estate

KCMO

By: _____

Name: _____

Title: _____

Approved as to form:

Assistant City Attorney