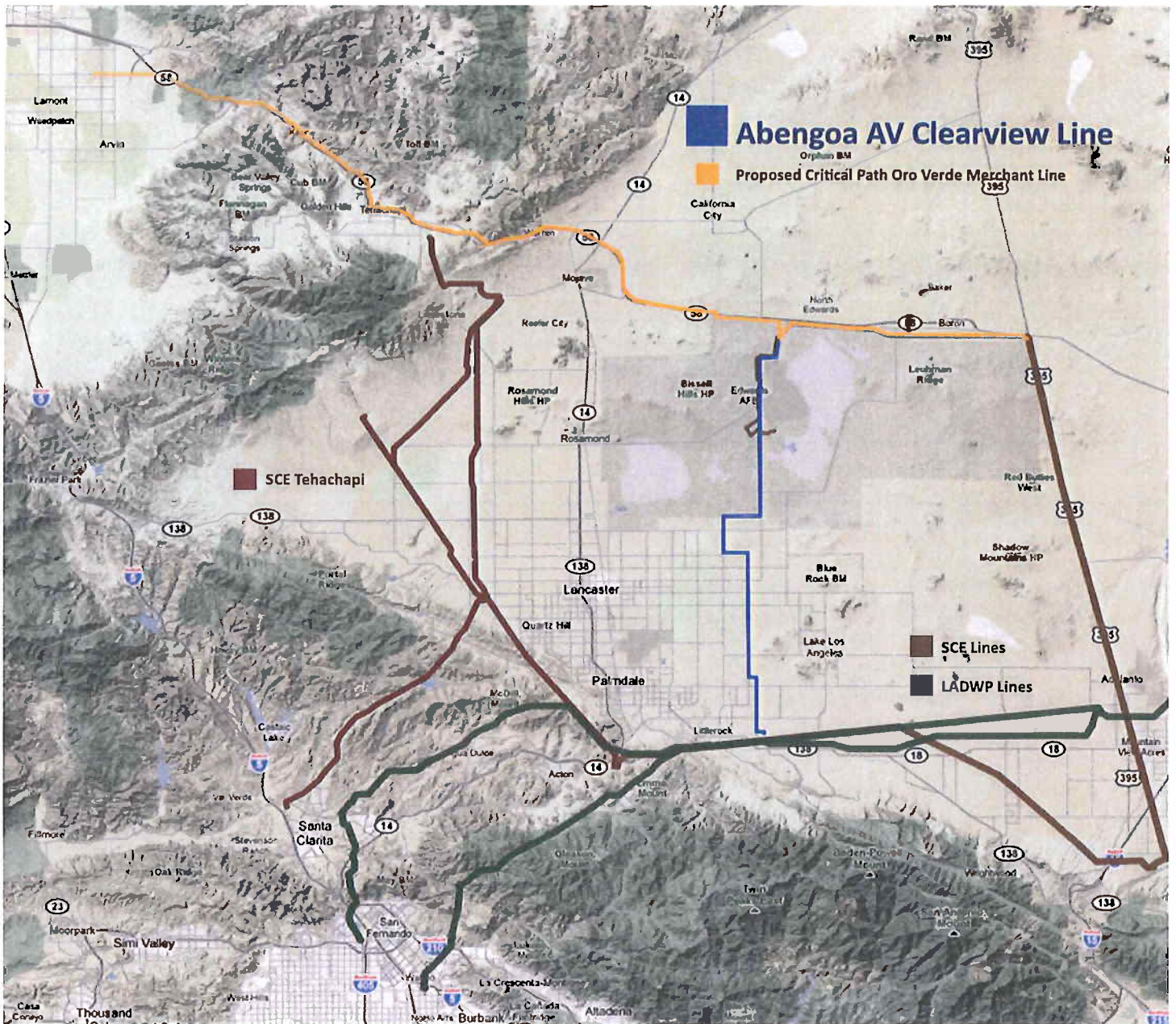


Abengoa AV Clearview Transmission Project



The Abengoa AV Clearview Transmission line is a proposed CAISO network upgrade providing increased transmission access to California’s best solar resource area, providing energy security to Edwards Air Force Base and carrying gigawatts of power from Kern County and northern Los Angeles County into the Los Angeles load center.

This project was submitted for consideration in the 2009 CAISO Request Window, and has been under development for more than two years.

The Abengoa AV Clearview line is currently being considered by the CAISO for inclusion in the first “Comprehensive Statewide Transmission Plan.”

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into and shall become effective as of July _____, 2011, by the Lancaster Power Authority ("LPA"), a Municipal Utility and Critical Path Transmission, LLC ("Company"), a Delaware Limited Liability Company. LPA and Company may be referred to individually as a "Party," and together as "Parties." This Agreement is based upon the following facts:

A. Company has proposed an electric transmission project to the LPA ("Proposed Project"), for consideration and possible participation by LPA or one of its subordinate entities, such as LPA or the Agency or some other subordinate entity, or a combination of such entities.

B. The Parties anticipate that they will exchange Confidential Information, as defined below, in connection with negotiations and analysis concerning and possible actions to implement the Proposed Project. The Parties wish to protect Confidential Information from disclosure to the maximum extent allowed by law.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions: As used in this Agreement, the following terms shall have the stated meanings:

1.1 "Confidential Information" means information, other than "Excluded Information," which is disclosed either orally or in writing by or on behalf of a Party to another Party in connection with the Proposed Project and which is identified by or on behalf of the disclosing Party as confidential. In designating information as "Confidential Information," the disclosing Party shall have a reasonable, good faith belief that the information is confidential or exempt from disclosure under applicable law (including, without limitation, the California Public Records Act and the Federal Freedom of Information Act). Such information is confidential, proprietary or generally not available to the public and shall remain the property of the disclosing Party. Confidential Information shall include such information supplied prior to the date hereof by or on behalf of a Party in connection with the Proposed Project.

1.2 "Excluded Information" means information which:

1.2.1 at the time of its disclosure by or on behalf of a Party was already known by or in the possession of the receiving Party;

1.2.2 after the time of its disclosure is obtained by a Party from a third party who lawfully possesses such information and is not under any contractual, legal or fiduciary obligation to a Party to keep such information confidential;

1.2.3 at the time of disclosure or thereafter is published or otherwise made generally available to the public, unless such publication or general availability is the result of a breach of this Agreement; or

1.2.4 at the time of this Agreement or thereafter is required to be disclosed by a Party in any judicial, regulatory, or administrative proceeding, unless the judicial, regulatory, or administrative body before whom such proceeding takes place has required such data or information to be kept confidential.

1.3 "Advisors" means, when used with reference to a Party, the attorneys, accountants, consultants, technical advisors, financial advisors and lenders of such Party and its affiliates.

1.4 "Lancaster" shall also include all of their elected and appointed boards, officials, officers, agents and employees.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY: Each Party agrees not to disclose any other Party's Confidential Information without such Party's prior written consent, except as provided in Section 4; provided, however, a Party may disclose another Party's Confidential Information to the Party's officers, directors, employees, and Advisors and to its affiliates and the officers, directors, employees, and Advisors of its affiliates (collectively, "Representatives") who need to know such Confidential Information and agree to maintain the confidentiality of the Confidential Information in accordance with the terms hereof. In addition, Company may disclose Confidential Information received by it hereunder to any potential developer, contractor, funding source, trustee or any power or transmission provider or purchaser or any other entity that may participate in or be affected by the development, construction, financing, ownership or operation of the Proposed Project and who agree to maintain the confidentiality of the Confidential Information in accordance with the terms hereof.

3. USE OF CONFIDENTIAL INFORMATION: Each Party agrees not to use Confidential Information other than for the purpose of evaluating, negotiating, or implementing the Proposed Project. Nothing in this Agreement shall constitute an obligation of a Party to disclose Confidential Information to the other Party.

4. DISCLOSURE PURSUANT TO LEGAL REQUIREMENTS: Notwithstanding any provision to the contrary contained herein, a disclosure by a Party that otherwise would be prohibited by this Agreement shall be permitted if such disclosure is compelled by a judicial, regulatory, administrative body of competent jurisdiction, or by law, but then only if in conformance with the following provisions:

4.1 The disclosing Party shall:

4.1.1 Take all reasonable steps to preserve the privileged nature and confidentiality of Confidential Information, including requesting that Confidential Information not be disclosed to non-Parties or the public;

4.1.2 Give the other Party prompt notice of any legal process and, to the extent practicable, gives the other Party the opportunity to seek an appropriate protective order or to pursue such further legal action as may be necessary to preserve the privileged nature and confidentiality of Confidential Information; and

4.1.3 Provide reasonable assistance to and cooperation with the other Party to preserve the privileged nature and confidentiality of Confidential Information.

4.2 If Lancaster receives a request for records concerning the Proposed Project under the California Public Records Act or the Federal Freedom of Information Act, it shall:

4.2.1 give notice to Company of the request within three (3) business days of receipt, along with a copy thereof;

4.2.2 consult and reasonably cooperate with Company concerning the request and Lancaster's anticipated response thereto, including identifying particular records which Lancaster believes may be subject to disclosure;

4.2.3 provide Company with the opportunity to respond and comment on the records identified by Lancaster under Section 4.2.2 which response Company shall provide within five (5) business days after such identification of records. If Company objects to the disclosure of a record, Company shall cite the statutory basis for such objection. Lancaster shall not disclose such record; provided, however, that if the person requesting the records files a legal action to compel disclosure, Company shall reimburse Lancaster for any and all reasonable costs incurred by it in defending such action, including costs and attorney's fees, and for plaintiff's costs and attorneys' fees paid by Lancaster if awarded by the court in a final judgment on the action, provided that Lancaster has fully complied with the provisions of this section and with applicable law.

5. DELIVERY OF CONFIDENTIAL WRITEN MATERIALS: Any written materials conveyed under this Agreement, which the disclosing Party believes constitute Confidential Information, shall be clearly marked "CONFIDENTIAL".

6. RETURN OF WRITTEN MATERIALS: Upon request by a Party, the other Party shall return all written Confidential Information to the requesting Party or, at the election of the requesting Party, shall destroy such written Confidential Information. Upon receipt of such a request, fifteen (15) days shall be allowed for the Party receiving the request to assemble and return or, if so elected in accordance with this paragraph, to destroy all written Confidential Information in the possession of the Party receiving the request. The receiving Party shall not be deemed to have retained or failed to destroy any Confidential Information which is in electronic form if such information is deleted from local hard drives so long as no attempt is made to recover such information from servers or back-up source. Notwithstanding the foregoing, the Company may retain a printed or electronic set of Confidential Information in the offices of its General Counsel solely for purposes of enforcement of agreements and compliance with applicable regulatory requirements. Company's General Counsel shall make such retained set of Confidential Information available for review at Company's offices by Lancaster's legal counsel upon reasonable notice. Any obligation of Lancaster to destroy records under this Agreement shall be consistent with and subject to applicable provisions of state and federal law.

7. REMEDIES FOR BREACH: Each Party shall be liable for any breach of this Agreement by such Party or its Representatives. Each Party understands and acknowledges that any breach of the provisions of this Agreement could cause injury to the other Parties for which monetary damages may not be an adequate remedy. Accordingly, each Party agrees that if a breach occurs or is imminent, and monetary damages would not be an adequate remedy, the injured Party shall be entitled to seek such injunctive relief as it may deem necessary to prevent or remedy such breach.

8. EXECUTION AND TERM: This Agreement shall become effective as of July ____, 2011 and shall terminate on the earlier of: (i) five (5) years from the effective date of this Agreement; (ii) two (2) years from the date that the Parties mutually determine in writing to terminate further

consideration of the Proposed Project; or (iii) such other date as may be agreed upon by the Parties in writing.

9. SUCCESSORS AND ASSIGNS: This Agreement inures to the benefit of and binds the Parties and their respective Representatives, successors, and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties.

10. INTEGRATION: This Agreement constitutes the entire agreement between the Parties regarding Confidential Information.

11. MODIFICATION: Any modification of this Agreement shall be in writing and executed by each Party.

12. GOVERNING LAW: The Parties agree that the laws of the State of California shall govern the construction and implementation of this Agreement. This Agreement shall be deemed to have been entered into, and obligations hereunder to have been incurred and performed, in Lancaster, California. Each Party specifically stipulates to venue in the County of Los Angeles.

13. NOTIFICATION: Notices provided under the terms of this Agreement shall be in writing and transmitted by mail, overnight mail service, or facsimile.

Notices to Lancaster shall be addressed to:

Executive Director
Lancaster Power Authority
44933 Fern Avenue
Lancaster, California 93534
Phone: (661) 723-6007
Fax: (661) 723-6141

With a copy to:

Legal Counsel
Lancaster Power Authority
44933 Fern Avenue
Lancaster, California 93534
Phone: (661) 723-6012
Fax: (661) 723-6141

Notices to Company shall be addressed to:

Wayne Stevens, Managing Director
Critical Path Transmission LLC
9400 Lurline Avenue, Suite A1
Chatsworth, California 91311
Phone: (818) 760-5480
Fax: (818) 718-5800

With a copy to:

Brian Lee
Baker Botts LLP
620 Hansen Way
Palo Alto, CA 94304-1014
Phone: (650) 739-7519
Fax: (650) 739-7619
Brian.lee@bakerbotts.com

Notice provided to a Party under this paragraph shall be effective when received by the receiving Party's Representative as identified above.

14. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

15. **AMBIGUITIES:** Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

16. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. **HEADINGS:** The headings in this Agreement are included for convenience only and shall not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties.

18. **EFFECT ON PROPOSED PROJECT:** Neither this Agreement, nor any communications of the Parties shall be deemed to create any obligation or liability for any Party to proceed with the Proposed Project unless, and until the Parties so agree in writing. No joint venture, partnership, or other fiduciary relationship shall be deemed to exist or arise with respect to the Proposed Project because of this Agreement.

WHEREFORE, the Parties have executed this Agreement below, further agreeing that execution may be in multiple counterparts, each executed copy of which shall constitute an original of the same instrument. Each Party represents and warrants that each individual executing this Agreement on such Party's behalf has the legal power, right and actual authority to do so.

Approved as to Form:

CRITICAL PATH TRANSMISSION, LLC.

By: _____
Power Authority, Legal Counsel

By: _____
Wayne Stevens, Managing Director

Approved by Department Head

LANCASTER POWER AUTHORITY

By: _____
Robert C. Neal, Director of Public Works

By: _____
Mark V. Bozigian, Executive Director

ATTEST:

Geri K. Bryan, Secretary

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is entered into and shall become effective as of July ____, 2011, by the Lancaster Power Authority ("LPA"), a Municipal Utility and Critical Path Transmission, LLC ("Company"), a Delaware Limited Liability Company. LPA and Company may be referred to individually as a "Party," and together as "Parties."

This Agreement is based upon the following facts:

A. Company has proposed an electric transmission project in the Antelope Valley northern Los Angeles County and southern Kern County to LPA ("Project"), for consideration and possible participation by LPA or one of its subordinate entities, or a combination of such entities (collectively, "Subordinate Entities").

B. The Parties anticipate that LPA and its Subordinate Entities will incur certain expenses in reviewing applications for evaluating their potential participation in and providing assistance with possible actions to implement the Project. The Parties wish to establish a framework for Company to reimburse LPA for its expenses, as provided herein.

C. After execution of this Agreement, the Parties will negotiate and intend to enter into a Development Agreement (as defined in Section 1.4).

NOW, THEREFORE, the Parties agree as follows:

1. **DEFINITIONS:** As used in this Agreement, the following terms shall have the stated meanings:

1.1. "Advisors" mean the attorneys, consultants, technical advisors, financial advisors and any other third-party professional person or entity engaged by LPA, to assist LPA or its Subordinate Entities, in providing assistance to or evaluating participation in the Project. However, due to the specialized nature of the Project, Company shall have the right to approve LPA's legal and financial advisors prior to such advisor becoming a Reimbursable Expense (as defined in Section 1.6); such approval will not be unreasonably withheld.

1.2. "Approved Budget" means a Budget that Company has approved in writing.

1.3. "Budget" means a document prepared by LPA for review and approval of Company that describes each proposed Advisor and LPA staff person for whose time reimbursement is sought and provides an estimate of each Reimbursable Expense, on a monthly basis, for a three (3)-month period. A Budget shall include a proposed scope of work and a not-to-exceed amount for each Advisor each month. A Budget shall also include a description of the responsibilities under the Development Agreement to be carried out by LPA staff, and a not-to-exceed amount for each LPA department, for each month. Neither LPA nor its Subordinate Entities shall incur any cost or expense for which LPA intends to seek reimbursement from Company that is not described in an Approved Budget, without Company's prior written consent.

1.4. "Development Agreement" means the Development Agreement, to be negotiated and entered into, between LPA and Company.

1.5. "Excluded Expense" means an expense related to the Project that is not identified on an Approved Budget, and which shall be payable by LPA on its own account and without contribution by Company. An Excluded Expense includes, without limitation: (i) an expense incurred by LPA before the effective date of the Development Agreement, except as set forth in Section 1.6 below; (ii) an expense incurred by LPA in resolving or litigating a dispute with Company including the dispute resolution procedures set forth in Section 7 below; (iii) an expense incurred by LPA in negotiating and documenting this Agreement, the Confidentiality Agreement concerning the Project and the Development Agreement.

1.6. "Reimbursable Expense" means a verifiable expense of LPA or one of its Subordinate Entities that is (a) incurred by LPA in performance of its obligations under the Development Agreement; and (b) included in an Approved Budget, or approved by Company in writing in advance of having been incurred, either through an amended Approved Budget (as described in Section 2 below) or a separate writing; and that is (c) not an Excluded Expense.

2. SUBMISSION AND APPROVAL OF BUDGET: LPA shall prepare a proposed Budget and submit it for Company's approval, which shall not be unreasonably withheld. LPA shall submit a proposed Budget no later than the tenth (10th) day of each month proceeding the three (3)-month period covered by such Budget. LPA shall prepare and submit the first Budget after LPA approval of the Development Agreement. Company shall approve or reject a proposed Budget within ten (10) days after receipt. LPA shall submit budgets monthly, so that Company may review and reasonably anticipate expenses for the then upcoming three-month period on a forward continuing basis. LPA may request Company to approve an amendment to an Approved Budget based upon unforeseen circumstances arising after approval of an Approved Budget and before the usual time for submitting a new Budget. If Company rejects a Budget or a request to amend an Approved Budget, then the matter may be referred for resolution as described in Section 7 below. The LPA shall use all reasonable efforts to limit expenses to be reimbursed hereunder in the same manner as if the LPA were incurring such expenses for its own account and will coordinate the timing of the incurrence of expenses, to as much as reasonably practicable follow the progress of the Project's development. As part of the approval process, Company may request that the LPA assign specific individuals to work on the Project. LPA will take such requests under advisement, but retains sole authority to assign individuals to work on the Project.

3. INVOICING: LPA shall submit an invoice to Company for Reimbursable Expenses incurred under an Approved Budget no more than once monthly, as to Reimbursable Expenses incurred during the preceding month. Each Reimbursable Expense included on an invoice shall identify the relevant Advisor or LPA personnel and month for which reimbursement is requested, and shall correlate such Reimbursable Expense to a specific line item in an Approved Budget. Each invoice shall include LPA's written certification that each amount sought is a Reimbursable Expense within an Approved Budget. LPA shall require its Advisors to submit billings in a manner that facilitates ease in determining conformance with the Approved Budget, and specified not-to-exceed amounts included therein, and that separately identifies Excluded Expenses. Copies of Advisor invoices shall be attached to the LPA invoice (redacted to exclude information that constitutes attorney work product or that is protected from disclosure by the attorney-client privilege).

4. PAYMENT: Company shall reimburse LPA for each Reimbursable Expense incurred under an Approved Budget within thirty (30) days after receipt of LPA's invoice therefore unless, in

good faith, a reasonable objection to a Reimbursable Expense is raised by Company, in which case Company shall reimburse all undisputed Reimbursable Expenses and disputed Reimbursable Expenses shall be referred for resolution as described in Section 7. Objections based upon the total dollar amount of Reimbursable Expenses for a given month are not reasonable if such amount is within ten percent (10%) of the aggregate of all not-to-exceed amounts as shown in the Approved Budget or amended Approved Budget for that month. Company shall have no obligation to reimburse LPA for an Excluded Expense.

5. RECORDS AND REVIEW: LPA shall maintain full and complete books and records of any and all costs and expenses covered by an invoice as described in Section 3 for a period of three (3) years after termination or expiration of this Agreement. Company shall have the right to access, review and audit any amounts or records related to a particular invoice, excluding any confidential communication between LPA and its legal counsel. In the event no material variance between the amount billed and the amount to which the LPA was entitled is discovered, Company shall reimburse LPA for all verifiable costs and expenses reasonably incurred, including employee expense, in cooperating with any such access, review and audit.

6. ENVIRONMENTAL REVIEW AND CITY APPROVALS: The Parties anticipate that Company will apply for certain City of Lancaster ("City") approvals in connection with the Project (for example only, and without limitation, land use approvals; a franchise agreement for use of City rights-of-way; and certification of an environmental document under the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.*) and, if necessary, the National Environmental Policy Act (Title 42 United States Code Sections 4321, *et seq.*). City is expected to engage Advisors and incur internal staff time as it considers Company's applications. The Parties recognize that City's Municipal Code ("Code") and other governing ordinances describe the expenses for which LPA is to be reimbursed by a developer for processing an application for development approvals and permits. Those Code and ordinance provisions shall be applicable to the Project to the same degree and extent as to any other project for which such approvals might be sought. This Agreement is not intended to vary any requirements described in City's Code or ordinances in effect as of the effective date of this Agreement, or as subsequently amended or adopted, to apply equally to all development projects seeking City approval. However, in order to provide predictability of expenses incurred on behalf of the Project, the Parties agree that all such expenses shall be described in an Approved Budget and subject to the terms of this Agreement. City staff time preparing a budget under this Section shall be subject to reimbursement in the manner provided in this Agreement.

7. DISPUTE RESOLUTION:

7.1 If there is a dispute between the Parties arising out of or related to this Agreement, a Party shall make written request to the other Party, specifically identifying the nature of the dispute in sufficient detail to allow for immediate evaluation and resolution. The Parties shall first use their best, good faith efforts to consider all reasonable approaches in attempting to resolve a dispute through negotiation.

7.2 If a dispute is not resolved within ten (10) days after receipt of the written request by the responding Party, the Parties shall seek expeditious mediation by a neutral third-party agreed upon by the Parties.

7.3 If mediation does not resolve the dispute within thirty (30) days after the commencement of such mediation, the Parties agree that such dispute shall be resolved exclusively by arbitration to be conducted in the County of Los Angeles in accordance with the rules of JAMS (“**JAMS**”) applying the laws of the State of California. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by an arbitrator agreed upon by the Parties. Discovery shall not be permitted, except as required by the rules of JAMS. The arbitration award shall not include factual findings or conclusions of law, and no punitive damages shall be awarded. The Parties understand that their right to appeal or to seek modification of any ruling or award of the arbitrator is severely limited. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction. Notwithstanding the foregoing, any Party may seek an injunction in any court of competent jurisdiction to the limited extent necessary to preserve the status quo during the pendency of the final resolution of any dispute arising out of or related to this Agreement in accordance with this Section 7; provided, however, that, with respect to the foregoing, (i) any such proceeding shall be brought exclusively in the state courts in the State of California located in Los Angeles County or in the federal courts located in the State of California; and (ii) each Party consents to personal jurisdiction in such proceeding in any such court (and of the appropriate appellate courts therefrom) and irrevocably waives, to the fullest extent permitted by law, any objection that such Party may now have to the laying of the venue of any such proceeding in any such court or that any such proceeding brought in any such court has been brought in an inconvenient forum.

8. EXECUTION AND TERM: This Agreement shall become effective as of July ____, 2011, and shall terminate on the earliest of: (i) five (5) years from the effective date of this Agreement; (ii) the date that either Party formally exercises a right to terminate pursuant to the terms of the Development Agreement; (iii) upon exercise by LPA of any option to purchase the Project pursuant to the terms of the Development Agreement; or (iv) such other date as may be agreed upon by the Parties in writing.

9. DEPOSIT: Within thirty (30) days after execution of this Agreement and the Development Agreement, Company shall deposit the sum of fifty thousand dollars (\$50,000.00) into an interest-bearing account with a financial institution mutually agreeable to LPA and Company. LPA and Company shall be joint signatories to such account, and any withdrawal therefrom shall require the authorized signatures of each Party. LPA shall be entitled to access such funds to the extent that a court of competent jurisdiction determines that Company has defaulted under this Agreement through nonpayment and LPA is entitled to such payment. As an alternative to a cash deposit, Company may in its discretion provide a letter of credit or other comparable financial instrument, reasonably acceptable to LPA. The deposit shall be returned to Company (or other comparable instrument terminated) upon termination of this Agreement and payment by Company to LPA of all sums due hereunder.

10. SUCCESSORS AND ASSIGNS: This Agreement inures to the benefit of and binds the Parties and their respective representatives, successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that, notwithstanding the foregoing, Company may, with prior written notice to LPA, assign this Agreement, and its rights and obligations hereunder, to an affiliate of Company.

11. INTEGRATION: This Agreement constitutes the entire Agreement between the Parties regarding reimbursement of LPA’s expenses related to the Project.

12. **MODIFICATION:** Any modification of this Agreement shall be in writing and executed by each Party.

13. **GOVERNING LAW:** The Parties agree that the laws of the State of California shall govern the construction and implementation of this Agreement. This Agreement shall be deemed to have been entered into, and obligations hereunder to have been incurred and performed, in Lancaster, California. Each Party specifically stipulates to venue in the City of Lancaster, and County of Los Angeles.

14. **NOTIFICATION:** Notices provided under the terms of this Agreement shall be in writing and transmitted by mail, overnight mail service, or facsimile. Notices to Lancaster shall be addressed to:

Executive Director
Lancaster Power Authority
44933 Fern Avenue
Lancaster, California 93534
Phone: (661) 723-6007
Fax: (661) 723-6141

with a copy to:

Legal Counsel
Lancaster Power Authority
44933 Fern Avenue
Lancaster, California 93534
Phone: (661) 723-6012
Fax: (661) 723-6141

Notices to Company shall be addressed to:

Wayne Stevens, Managing Director
Critical Path Transmission, LLC
9400 Lurline Avenue, Suite A1
Chatsworth, California 91311
Phone: (818) 760-5480
Fax: (818) 718-5800

with a copy to:

Brian Lee
Baker Botts LLP
620 Hansen Way
Palo Alto, California 94304-1014
Phone: (650) 739-7519
Fax: (650) 739-7619
Brian.lee@bakerbotts.com

Notice provided to a Party under this Section 14 shall be effective when first received by a receiving Party's representative as identified above.

15. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

16. **AMBIGUITIES:** Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

17. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. **HEADINGS:** The headings in this Agreement are included for convenience only and shall not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties.

19. **EFFECT ON PROJECT:** Neither this Agreement nor any communications of the Parties shall be deemed to create any obligation nor liability for any Party to proceed with the Project unless and until the Parties so agree in writing. No joint venture, partnership, or other fiduciary relationship shall be deemed to exist or arise with respect to the Project because of this Agreement.

WHEREFORE, the Parties have executed this Agreement below, further agreeing that execution may be in multiple counterparts, each executed copy of which shall constitute an original of the same instrument. Each Party represents and warrants that each individual executing this Agreement on such Party's behalf has the legal power, right and actual authority to do so.

Approved as to Form:

CRITICAL PATH TRANSMISSION, LLC.

By: _____
Power Authority, Legal Counsel

By: _____
Wayne Stevens, Managing Director

Approved by Department Head

LANCASTER POWER AUTHORITY

By: _____
Robert C. Neal, Director of Public Works

By: _____
Mark V. Bozigian, Executive Director

ATTEST:

Geri K. Bryan, Secretary