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Contract No. 2005-204

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c. Severability: If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

d. No Implied Waivers: No failure or delay by M & M in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by M & M.

e. Order of Precedence: Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

f. Governing Law: This Agreement, entered into in the County of Weld, shall be construed and enforced in accordance with, and be governed by, the laws of the State of Colorado without reference to conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of this county and waive their rights to change venue.

g. Entire Agreement and Amendments: This Agreement and the Attachments, which are incorporated by reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party. The attachments are as follows:

Exhibit 1 — Registered Client Information

Exhibit 2 - Reserved for Future Use

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

ACCEPTED AND AGREED:
SILICON VALLEY POWER
(Licensee)

By: Jennifer Sparacino
Authorized Signature

Printed Name: Jennifer Sparacino

Title: City Manager

Date: Oct. 31, 2005

MINER AND MINER,
CONSULTING ENGINEERS, INC.
(M&M)

By: [Signature]
Authorized Signature

Printed Name: Drew Ditter

Title: Director of Operations

Date: October 14, 2005