

EMPLOYMENT AGREEMENT

GENERAL MANAGER

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is effective as of April 15, 2024 (the “Effective Date”), by and between the Chino Basin Watermaster (“Watermaster”) and _____ (“Executive”) with reference to the following facts and intentions:

WHEREAS Watermaster desires to employ Executive as its General Manager (“GM”) and Executive desires to accept Watermaster’s offer of employment under the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions stated in this Agreement, Watermaster and Executive hereby agree as follows:

1. **Employment:** Watermaster will employ Executive, and Executive hereby accepts employment with Watermaster, as GM. During the Employment Term (as hereinafter defined), Executive will have the title, status, and duties of GM, an exempt position, and will report directly to the Watermaster Board of Directors (the “Board”).
2. **Term of Employment:** The initial term of employment pursuant to this Agreement will commence on April 15, 2024, and will continue thereafter until April 14, 2027, unless earlier terminated pursuant to Section 11 (the “Employment Term”). The Employment Term will be extended as described in subsection 2(c) and also may be extended by mutual agreement of the parties hereto.
 - a. **General:** As GM, Executive serves at the pleasure of the Board. Subject to the provisions of Section 11, although Watermaster may choose to terminate Executive’s employment for Cause (as defined below), Watermaster is not required to have Cause to terminate this Agreement or Executive’s employment. No one other than the Board has the authority to alter this arrangement or to make any agreement contrary to the terms of this Section. Furthermore, any such agreement or arrangement must be in writing and must be signed by the Chairman of the Board.
 - b. **Annual Review:** The Board will arrange for an annual review of Executive’s work performance, using such forms and procedures as the Board determines appropriate.
 - c. **Automatic Term Extension:** Upon completion of each satisfactory annual review of the Executive, the Term of Employment automatically will be extended by one (1) year, with the result that the Term of the Employment is maintained continuously as a three- (3) year period.
3. **Scope of Duties:** During the Employment Term:
 - a. Subject to the control and direction of the Board, the GM provides day-to-day leadership for Watermaster and is directly responsible to the Board on all matters

pertaining to the administration and operations of the Chino Groundwater Basin under the provisions of the 1978 Basin Adjudication Judgment, Court Approved Management Agreements, including, but not limited to the Peace Agreements, and the Optimum Basin Management Program and performs other duties as may be assigned by the Board. The GM is responsible for overseeing the operating budget and the other employees of Watermaster. The GM must keep the Board, through the Advisory Committee process, apprised of all applicable federal, state, regional and local policies regulating Watermaster activities. (Collectively, these duties are referred to as the “Services.”)

- b. Executive will devote his full business time, good faith and best efforts, talents, knowledge and experience to performing the Services. However, Executive may, and is encouraged to, devote reasonable time to activities involving professional, educational, and similar types of activities, speaking engagements and membership on other boards for the purposes of raising the profile of Executive and Watermaster locally, regionally and nationally, provided such activities do not interfere in any material way with the business of Watermaster. Notwithstanding the foregoing, Executive may not serve on the board of directors of another organization without the Board’s written consent.
 - c. Executive will perform his duties diligently and competently and will act in compliance with all applicable laws and in conformity with the letter and spirit of Watermaster’s written and oral policies and within the limits, budgets and business plans set by the Board. Executive will at all times during the Employment Term strictly adhere to and obey all of the rules and regulations in effect from time to time relating to the conduct of executives of Watermaster. Executive will not engage in consulting work or any trade or business for his own account or for on or behalf of any other person, firm or company that competes, conflicts or interferes with the performance of his duties hereunder.
4. **Hours of Work:** Executive’s hours of work will vary depending on the Services to be performed and the time and effort necessary to competently perform the Services. As general guidance, normal work hours will begin at 8:00 a.m. Monday through Friday; provided that Executive will work such hours as are necessary, whether within or outside of normal business hours, provided that Executive may elect in his discretion to work an alternative 9/80 flexible work schedule by providing advance notice to the Board Chair.
5. **Compensation and Benefits:** During the Employment Term, Watermaster will provide to Executive, and Executive will accept from Watermaster as full compensation for Executive’s Services hereunder, the compensation and benefits as set forth below. The compensation paid to Executive will be pursuant to Company’s normal payroll policies and practices for exempt employees and will be less applicable withholdings and deductions as deemed appropriate by Watermaster. The compensation set forth below is full payment for the Services, and Executive will receive no additional compensation for extraordinary services unless otherwise authorized in writing. Watermaster has no obligation to provide any employee benefit programs whether or not provided for in this Agreement.

- a. **Base Salary:** As of the Effective Date, Watermaster will pay Executive Three Hundred and Twenty-Nine Thousand Dollars (\$329,000) per annum, less applicable withholdings and deductions (“Base Salary”). The Board, or such committee of the Board to which the Board has delegated responsibility for setting the compensation of Watermaster employees, may in its discretion review Executive’s performance and Base Salary, and determine whether to adjust Executive’s Base Salary on a prospective basis. Executive also will be entitled to receive a Cost-of-Living Adjustment (“COLA”) for 2024-2025, on an equivalent basis to Watermaster similarly situated employees. Thereafter, further COLAs may be approved from year to year by the Board in its discretion. Watermaster will pay Executive’s Base Salary in substantially equal installments in arrears according to the applicable payroll practices in effect for all Watermaster employees.
- b. **Incentive Compensation:** On an annual basis, at the time of Executive’s annual performance review, the Board may consider whether to provide Executive additional compensation in the form of incentive pay to recognize and encourage superior work performance by Executive, which additional compensation is in the sole discretion of the Board and subject to the terms and conditions imposed by the Board. The time and form of payment of any such incentive compensation will be set forth in and made in accordance with the documentation relating to such incentive compensation.
- c. **Health and Welfare Benefits:** Following any applicable required waiting period and subject to the terms thereof, Watermaster will provide Executive medical, dental, vision, and other welfare and fringe benefits in the total amount and manner as provided by Watermaster to other similarly situated Watermaster employees. Watermaster has no obligation to provide any other benefits unless provided for in this Agreement, and Watermaster may, in its sole discretion, modify or eliminate any or all benefit plans.
- d. **Vacation:** Executive will start employment with a credit of ten days (80 hours) of vacation time. Executive will earn twenty days (160 hours) of vacation time per year, accrued pro rata on each bi-weekly paycheck, in accordance with Watermaster’s policies and practices. Unused vacation time will carry over to the following year, provided however, at no time may Executive accrue more than thirty (30) days (i.e., 240 hours) of total vacation time. Once Executive reaches the maximum accrual, no further accrual will be allowed unless and until Executive utilizes accrued vacation such that his balance drops below the maximum accrual; provided, however, the Executive may request a waiver of this maximum vacation accrual provision, which waiver will be subject to approval by the Board in its sole discretion. Executive may use no more than three (3) weeks of vacation consecutively without prior approval of the Board, provided that any unused vacation may be consecutively taken immediately prior to the last day of the Employment Term on April 14, 2027, subject to business needs and prior Board approval.

- e. **Administrative Leave and Holidays:** Executive will be allowed reasonable administrative leave to be used at Executive's discretion, provided that Executive has provided advance notification of such leave to the Board Chair. Administrative leave is in addition to the above-referenced vacation. Executive will enjoy the same paid holidays as the other Watermaster employees, as outlined in Watermaster's Employee Handbook, as it may be modified from time to time.
 - f. **Sick Leave:** Executive will be allowed sick leave in accordance with Watermaster policy, and as provided to other similarly situated Watermaster employees, except that Executive will begin employment with an immediate sick leave balance of five (5) days [that may be used commencing on the first day of employment].
 - g. **CalPERS:** In order to comply with the Public Employees' Pension Reform Act of 2013 ("PEPRA"), Executive will be enrolled in the 2.5% @ 55 Public Employees Retirement System and will be subject to such terms and conditions as Watermaster may contract for with CalPERS or may otherwise impose, including the following: Watermaster will initially contribute both the employer portion of the CalPERS Retirement contribution and the employee portion, up to 8%, provided that the Watermaster Board reserves discretion as to the amount of future CalPERS contributions on behalf of the Executive that are attributable to future salary increases.
 - h. **Deferred Compensation:** Subject to the provisions of the applicable plan document, Executive will be eligible to participate in the retirement plans or programs sponsored by Watermaster, which plans currently include a 457(b) deferred compensation plan and a 401(a) money purchase plan. Any contributions made to these plans will be subject to the terms and conditions set forth in the plan document, as it may be amended from time to time.
 - i. **Amendments:** Notwithstanding the provisions of this Agreement, Watermaster fully reserves the right, in its sole discretion, to amend, modify or terminate any and/or all employee benefit plans or programs at any time and from time to time and Watermaster will be under no obligation to institute or continue the existence of any employee benefit plan or program.
6. **Personnel Policies:** Except as otherwise provided herein, Executive will be subject to the personnel policies of Watermaster, and any amendments or revisions thereto, including but not limited to those relating to sick leave, holidays, retirement and leaves of absence as outlined in Watermaster's Employee Handbook, as it may be amended from time to time. In the event of a conflict between this Agreement and the personnel policies of Watermaster, this Agreement will control.
7. **Vehicle Use:** Executive acknowledges that he will utilize his personal vehicle in connection with the performance of the Services. Watermaster will provide Executive with a monthly car allowance in the amount of \$600, prorated for partial months of Service. Watermaster will account for this in the manner it deems appropriate for tax reporting and withholding purposes. Executive will procure and maintain in full force and effect during

his employment with Watermaster automobile liability insurance covering all personal vehicles that are operated by Executive in connection with the performance of the Services in an amount no less than required by law, and as acceptable to Watermaster. Executive will provide Watermaster, upon its request, with a certificate of insurance evidencing the above coverage and listing Watermaster as an additional insured under the insurance policy(ies). Executive must provide thirty (30) days' advance written notice to Watermaster of any change or cancellation of such insurance. Executive will operate any vehicle used in connection with the Services in a safe manner and will maintain a valid and unrestricted California automobile driver's license during the term of this Agreement. Failure to maintain the insurance coverage or driver's license required under this Section will constitute a material breach of this Agreement.

8. **Professional Development:** Executive is entitled, in Executive's discretion, to pursue professional development opportunities and to obtain reimbursement from Watermaster in an amount up to five-thousand dollars (\$5,000.00) in total per annum. Executive may seek additional reimbursement with prior approval of the Board. Watermaster will account for this in the manner it deems appropriate for tax reporting and withholding purposes.
9. **Reimbursement of Expenses:** Reasonable business expenses incurred by Executive in the performance of the Services, including mileage expense at the standard then-applicable Internal Revenue Service rate, will be reimbursed to Executive by Watermaster, but these expenses will be limited to those reasonable and necessary for the performance of Executive's duties under this Agreement, and will be submitted for approval and reimbursement to the Board upon such forms and with receipts and other evidence as may be reasonably required by the Board. Watermaster will account for these expenses in the manner it deems appropriate for tax reporting and withholding purposes.
10. **Life Insurance:** Executive may elect life insurance coverage through the same group life insurance program as applicable to other similarly situated Watermaster employees or, in his discretion, Executive may purchase life insurance through an outside life insurance provider. If Executive purchases life insurance through an outside life insurance provider, (i) Executive will promptly notify Watermaster of such purchase, and will provide a copy of such insurance policy to Watermaster upon its request, (ii) Executive will not be eligible to receive the Watermaster-sponsored group life insurance benefit (regardless whether or not the applicable plan and/or insurance policy is amended to exclude Executive therefrom), and (iii) Executive will be reimbursed by Watermaster for the annual premium for such life insurance, up to five-hundred dollars (\$500.00) per annum, which reimbursement will be (a) made in such manner and at such time(s) as determined by Watermaster in its sole discretion and (b) subject to income inclusion and such taxes and withholdings as determined by Watermaster in its sole discretion. Executive will cooperate with Watermaster in its obtaining Key-Man Insurance for the Executive.
11. **Termination:** This Agreement and Executive's employment by Watermaster may be terminated effective immediately, with or without cause, upon written notice by Watermaster to Executive. Executive's rights upon termination are as follows:

- a. **Termination by Watermaster without Cause:** In the event Executive's employment is terminated by Watermaster without Cause (as defined below) and if Executive executes a general release of known and unknown claims in favor of Watermaster in a form acceptable to Watermaster as provided below and complies with Executive's other legal and contractual continuing obligations to Watermaster:
- (i) Watermaster will pay to Executive accrued compensation through the termination date and accrued, unused vacation time, less applicable withholdings and deductions, as well as expenses incurred through the date of termination pursuant to applicable law and Watermaster's policies and practices, within the time required by applicable law (the "Accrued Obligations"); and
 - (ii) Watermaster will pay Executive severance pay in an amount equal to four (4) months of Executive's then-current Base Compensation, less applicable withholdings and deductions ("Severance Compensation"), which will be paid in a single lump sum cash payment on the 60th day after the date Executive's employment with Watermaster is terminated, subject to the Severance Conditions (as defined below).

Executive's right to the Severance Compensation is subject to (i) Executive providing to Watermaster a valid, irrevocable release, signed by Executive no later than the 53rd day after the date of termination of Executive's employment, and (ii) Executive being in compliance with the terms of the release agreement, as well as Executive's obligations under applicable law and Executive's other continuing obligations to Watermaster, including under this Agreement (together, these are the "Severance Conditions"). In the event that there is not in place a valid, irrevocable release signed by Executive on or before the 53rd day after the date of termination of Executive's employment or Executive is otherwise not in compliance with the Severance Conditions, Executive will forfeit and have no right to receive, and Watermaster will have no obligation to pay, the Severance Compensation or any portion thereof.

- b. **Termination by Non-Renewal:** This Agreement will terminate automatically at upon the expiration of the then-current Employment Term if not reviewed as set forth in Section 2 above. In the event Executive's employment is terminated by non-renewal of this Agreement, Executive will be entitled to receive only the Accrued Obligations.
- c. **Termination due to Death or Disability:** This Agreement will automatically terminate upon Executive's death as of the date of such death. Watermaster may, at its option, either suspend compensation payments or terminate Executive's employment due to Executive's Disability. "Disability" means that Executive is and/or has been incapable, even with reasonable accommodation by Watermaster, of performing the Services because of injury to, or physical or mental condition of, Executive for ninety (90) consecutive days, or Executive has been and/or will be unable to perform the Services for a total period of ninety (90) days in any twelve-

(12-) month period, regardless of whether such days are consecutive. If Watermaster suspends compensation payments because of Executive's Disability, Watermaster will resume compensation payments when Executive resumes performance of the Services. The foregoing is not intended to impair any entitlement of Executive to long- or short-term disability insurance or similar protection, whether provided by or through Watermaster or otherwise. In the event Executive's employment is terminated due to death or Disability, Executive will be entitled to receive only the Accrued Obligations.

d. **Termination by Executive for any Reason:** Executive may terminate his employment for any reason by providing sixty (60) days' advance notice. Watermaster, in its sole discretion, may provide Executive with a commensurate amount of Base Compensation during all or any part of the required notice period in lieu of Executive's continued employment during the notice period, which amount will be paid ratably in accordance with Watermaster's normal payroll periods but in all events will be paid in full by the 15th day of the third month of the calendar year following the calendar year that contains Executive's termination date (such compensation is referred to as "Pay in Lieu"). In the event Executive's employment is terminated by Executive for any reason, Executive will be entitled to receive only the Accrued Obligations and any applicable Pay in Lieu.

e. **Termination by Watermaster for Cause:** In the event Executive's employment is terminated for Cause by Watermaster as defined herein, Executive will be entitled to receive only the Accrued Obligations. For purposes of this Agreement, "Cause" for termination includes, without limitation, the following, as determined in Watermaster's sole discretion: theft or attempted theft; material dishonesty or breach of fiduciary duty to Watermaster; willful or persistent material breach of duties; breach or threatened breach of this Agreement or Watermaster policies and procedures, including Watermaster's policies against discrimination or harassment of employees or any third party; conduct that threatens public health or safety, or threatens to do immediate or substantial harm to Watermaster's business or reputation; commission of a felony or crime of fraud or moral turpitude; and unauthorized and unexcused absence as to which lack of adequate notice is provided (defined as lack of responsiveness to reasonable efforts for communication and the failure to perform routine and ordinary duties) for more than three (3) consecutive days other than due to disability or serious illness or injury. Watermaster's exercise of its right to terminate under this Section will be without prejudice to any other remedy to which Watermaster may be entitled at law, in equity, or under this Agreement.

12. **Covenant to Deliver Records, Property and Information:** Executive acknowledges that, as a result of performing the Services, Executive will have access to confidential and sensitive information concerning Watermaster and its employees and contractors, and that Executive may be entrusted with confidential information received by Watermaster from third parties (including stakeholders) that Watermaster has an obligation to protect. (Collectively, this is referred to as the "Confidential Information.") All documents, memoranda, notes, information and other tangible or intangible property (including all

copies and electronic or digital files thereof) relating in any way to the Services and Watermaster's business (including but not limited to Confidential Information) that Executive conceives, generates, obtains or compiles, or that are made available to Executive during the Employment Term, are and will remain the exclusive property of Watermaster. Executive agrees to return all such information, including all copies, summaries, compilations, reproductions, and computer data records thereof, as well as all tangible property of Watermaster, including computers, thumb drives, memory sticks, jump drives, external hard drives, disks, and other external storage devices, to Watermaster immediately upon the termination of this Agreement or at such earlier time as Watermaster may request. Executive also agrees to certify, in the form that Watermaster requests, the permanent and complete removal of all such information from Executive's personal electronic devices and personal accounts, including but not limited to hard drives on personal computers, external hard drives, SmartPhones, cell phones, voicemail, file storing accounts, cloud-based storage and personal email accounts, upon termination of employment or at such earlier time as Watermaster may request. The requirements of this Section will survive termination of this Agreement for any reason.

13. **Conflicting Obligations; Conflicts of Interest:** Executive represents and warrants that Executive is not subject to any contract, restrictive covenants, non-compete obligations, understandings or other commitments of any kind that will or might prevent, interfere with or impair Executive's acceptance of employment and/or the performance of the Services and obligations under this Agreement by Executive. Executive further represents that, by entering into this Agreement, Executive will not violate or interfere with the rights of any other person or entity. Executive further represents and warrants to Watermaster that he presently has no interest, and covenants that he will not acquire any interests, direct or indirect, financial or otherwise, that would conflict in any manner or interfere with the performance of the Services. Executive will comply with Watermaster's Conflict of Interest policy, as it may be updated from time to time.
14. **Transition Assistance; Cooperation:** Promptly upon termination of employment or at such earlier time as Watermaster may request, Executive will provide to Watermaster, and will continue to provide, any and all passwords, codes, administrative access, contact information, and other information in Executive's possession with respect to work performed for Watermaster. Executive will cooperate with Watermaster in effectuating the transition to Watermaster ownership and control of any and all social media accounts, vendor accounts, banking accounts, other financial accounts, and all other accounts set up and/or maintained for the benefit of Watermaster. Promptly upon termination of employment or at such earlier time as Watermaster may request, Executive will resign from or, if applicable and at Watermaster's discretion, transfer Executive's affiliation with respect to, any boards, industry organizations and other entities on which Executive serves, of which Executive is a member, or with which Executive is affiliated as a representative of, on behalf of, and/or at the expense of Promptly upon termination of employment or at such earlier time as Watermaster may request. During the Employment Term and thereafter, Executive agrees to fully and truthfully cooperate in the investigation by or of Watermaster or its representatives with respect to any issues, and the defense of any claims by, against or otherwise involving Watermaster, that might arise that could involve Executive or information within Executive's knowledge, regardless of whether Executive

personally is named in the action, without any additional compensation for that cooperation other than reimbursement of reasonable pre-approved costs actually and necessarily incurred by Executive related to such cooperation. In addition, for a period of up to four (4) months following Executive's termination of employment for any reason, Executive will use his or her best efforts to assist in the professional, competent and orderly transition of Executive's former responsibilities to the individual(s) designated by Watermaster. If and when called upon by Watermaster from time to time, Executive will make himself or herself reasonably available in person, telephonically, and/or via electronic mail as often as necessary and will diligently respond to inquiries as soon as reasonably possible. Executive will receive no additional compensation for the cooperation set forth in this Section but will be reimbursed for reasonable pre-approved expenses (such as postage and FedEx charges) incurred in connection with the transitioning of these duties. Nothing set forth in this Section is intended to, or does, create or continue any employment, contractor or agent relationship between Executive and Watermaster following Executive's date of termination. The requirements of this Section will survive termination of this Agreement for any reason.

15. Tax Consequences; Code Section 409A:

- a. All compensation and benefits contemplated hereunder will be reported and accounted for in the manner deemed appropriate by Watermaster for tax purposes. Executive understands and agrees that Executive is solely responsible for any and all liabilities imposed on Executive and taxes due by Executive under any applicable Federal, state and local statute, law, regulation, ordinance, order or otherwise (including without limitation under Section 409A) as a result of any compensation, including Severance Compensation, provided to Executive. Executive agrees and understands that Watermaster may deduct or withhold from any compensation or other amounts payable to Executive hereunder or otherwise in connection with Executive's employment any amounts required or permitted to be deducted or withheld by Watermaster under any provision of any applicable Federal, state and local statute, law, regulation, ordinance, order or otherwise, including without limitation garnishments. Compensation may also be reduced by other authorized and/or legally permitted deductions, such as benefit plan contributions, repayment of loans and advances, and other purposes permitted under applicable law. Executive understands and agrees that Executive's compensation, including any final paycheck, other payments and Severance Compensation, will be reduced by the amount of any lawful charge or indebtedness owed by Executive to Watermaster, including but not limited to personal charges on Watermaster credit cards, in accordance with applicable law.
- b. Executive understands and agrees that he is solely responsible for any and all taxes due as a result of any compensation, including Severance Compensation, provided hereunder. Watermaster has given no tax advice to Executive in connection with this Agreement and/or any other compensation or benefits being provided to Executive and Executive is hereby advised to seek tax advice from his or her tax advisors regarding this Agreement and the compensation and benefits to be provided hereunder. Executive also is specifically advised to consult with his tax

advisors regarding the application of the provisions of Section 409A (“Section 409A”) of the Internal Revenue Code of 1986, as it may be amended from time to time (the “Code”). In no event will Watermaster be liable for any additional tax, interest, or penalties that may be imposed upon Executive as a result of Section 409A or any damages for failing to comply with Section 409A nor will Watermaster have any obligation with respect to any tax obligation of Executive as a result of or attributable to this Agreement or the compensation and benefits contemplated hereunder.

- c. The compensation and benefits contemplated hereunder are intended to either comply with or to be exempt from the requirements of Section 409A and this Agreement will be construed and administered in accordance with such intent.
- d. In the event Watermaster determines that any compensation or benefit payable hereunder may be subject to the requirements of Section 409A, Watermaster (without any obligation to do so or obligation to indemnify Executive for any failure to do so) may adopt, to the extent permitted by applicable law and without the consent of Executive, such amendments to this Agreement or take any other actions that Watermaster in its sole discretion determines are necessary or appropriate for such compensation or benefit to either (A) be exempt from the requirements of Section 409A or (B) comply with the requirements of Section 409A.
- e. Whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period will be within the sole discretion of Watermaster, and Executive will have no right (directly or indirectly) to determine the year in which such payment is made. In the event a payment period straddles two consecutive calendar years, the payment will be made in the later of such calendar years.
- f. No compensation or benefit that is subject to the requirements of Section 409A and payable upon Executive’s termination of employment will be paid unless Executive’s termination of employment constitutes a “separation from service” within the meaning of Treasury Regulation Section 1.409A-1(h).
- g. All expenses or other reimbursements paid pursuant to this Agreement that are taxable income to Executive will in no event be paid later than the end of the calendar year next following the calendar year in which Executive incurs such expense. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to payment or reimbursement or in-kind benefits will not be subject to liquidation or exchange for any other benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year will not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) will not be violated by any lifetime and other annual limits provided under Watermaster’s group health plans and (iii) such payments will be made on or before the last day of the taxable year following the taxable year in which the expense occurred.

16. **General Provisions:**

- a. **Notices:** All notices, requests, demands and other communications under this Agreement will be in writing and will be deemed to have been duly given on the date of service if personally served, or on the first day after mailing if mailed by FedEx or a similar overnight delivery service, or on the second day after mailing if mailed by first-class U.S. mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

Watermaster: Chairman of the Board
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

With a copy (which will not constitute notice) to:
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101
Attn: Scott S. Slater

Executive:
[To the address on file in Watermaster's record]

Either party hereto may change its address for the purpose of this paragraph by giving the other party hereto written notice of the new address in the above manner.

- b. **Waiver:** No waiver of a provision of this Agreement will constitute a waiver of any other provision, whether or not similar. No waiver will constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.
- c. **Construction of Terms:** All parts of this Agreement will in all cases be construed according to their plain meaning and will not be construed in favor or against either of the parties hereto.
- d. **Severability:** If any term, provision, covenant, paragraph, or condition of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part by any court or arbitrator of competent jurisdiction, as to such jurisdiction, that provision will be limited ("blue-penciled") or eliminated to the minimum extent necessary so this Agreement will otherwise remain enforceable in full force and effect. To the extent such provision cannot be so modified, the offending provision will, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement will be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.
- e. **Controlling Law; Venue; Fees:** This Agreement will be construed in accordance with, and be governed by, the laws of the State of California, with venue proper

only in San Bernardino County, State of California. In the event of any claim, demand or suit arising out of or with respect to this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees and costs incurred (including expert fees), and including fees and costs upon appeal, to the fullest extent permitted by applicable law.

- f. **Entire Agreement and Amendment:** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and supersedes all prior agreements between the parties, written or oral, express or implied. There have been no promises, representations, agreements, warranties or undertaking by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course or conduct, waiver or estoppel.
- g. **Counterpart Copies; Signatures:** This Agreement may be signed in counterpart copies, each of which will represent an original document, and all of which will constitute a single document. A facsimile, pdf, emailed or DocuSigned signature will have the same force and effect as an original.
- h. **Assistance of Counsel; No Adverse Construction:** Executive expressly acknowledges that he had the opportunity to consult with counsel of his own choosing in connection with the negotiation and drafting of the terms of this Agreement, and that he, in fact, consulted with an attorney and negotiated the terms of this Agreement. The rule that a contract is to be construed against the party drafting the contract is hereby waived and will have no applicability in construing this Agreement or the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

CHINO BASIN WATERMASTER

By: _____

James Curatalo
Chairman of the Board

EXECUTIVE

By: _____