

Information for the **Yellow Highlighted** areas (Pages 1, 2, and Attachment A) should be provided to Viscon California.

Viscon staff will prepare the agreement and return to the buyer for signature.

Sample Purchase Agreement
For
Domestic Purchases

This Agreement is made and entered into this ____ day of _____, 2008 between Viscon California, LLC, a California limited Liability company with its principal offices in Bakersfield, California (“Seller”), and _____, with its principal offices in _____ (“Buyer”), for the uses and purposes and upon the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, Seller desires to sell and deliver to Buyer such quantities of Viscon as the Buyer may require on the terms and conditions hereinafter set forth.

Accordingly, the parties do hereby agree as follows:

1. Recitals. Viscon California, LLC, is a fuel technology company and is interested in utilizing Buyer in obtaining sales of its product, Viscon. The purpose of this Agreement is to set forth the arrangements the parties have made regarding Buyer providing marketing, and selling Viscon

2. Buyer’s Estimated Requirements. Buyer’s estimated annual required quantities of Viscon is set forth on Exhibit “A” attached hereto. Seller acknowledges that such estimates are approximations only and do not establish annual purchase minimums or maximums. Without limitation of the foregoing, Seller reserves the right to sell Viscon to any person, but agrees to keep on hand stocks sufficient to meet Buyer’s requirements under this Agreement.

3. Viscon Price.
Call for pricing.

4. Purchases of Viscon Any and all of Buyer’s purchases of Viscon under this Agreement will be made on the form of Purchase Order, including its Terms and Conditions, attached hereto as Exhibit “B”. Any conflicts between the terms and conditions of this Agreement those set forth in Exhibit “B” will be governed by and resolved in favor of the express terms of this Agreement.

5. Viscon Title / Risk of Loss. Title to and risk of loss of Viscon will pass to Buyer when Buyer takes actual possession of the Viscon at Buyer’s designated location within the United States.

6. Seller Warranties. In addition to the representation and warranties set forth in the Terms and Conditions of Purchase Order attached as Exhibit “B”, Seller represents and warrants the following:

(a) Viscon will be manufactured and delivered in compliance with Applicable Laws (as that term is defined in Exhibit “B”, including, without limitation, compliance with all applicable testing, registration and other requirements of 40 C.F.R. Parts 79 and 80);

(b) Viscon, or the use or application thereof, will not infringe on any trademarks, copyrights or U.S. patents or involve the misappropriation of a trade secret of any person or entity, including without limitation, any such rights related to the process(es) under which the Viscon is manufactured.

7 MSDS. Seller will provide to Buyer a Material Safety Data Sheet (“MSDS”) for the Viscon delivered to Seller. The MSDS sets forth information concerning such Viscon and describes precautions, if required, to be taken in the transportation, delivery, unloading, discharge, storage, handling and/or use of the Viscon.

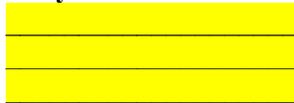
8. Authority. Seller and Buyer each warrant and represent that it has full power and authority to make and enter into and to perform this Agreement.

9. Notices. All notices, demands and communications under this Agreement shall be written and delivered to the parties at their respective addresses as follows or such other address as a party may request by the giving of notice hereunder:

“Seller”

Viscon California, LLC
3121 Standard Street
Bakersfield, CA 93308
Attn: Michael Porter
Phone: 661-327-7451
Fax: 661-327-7743

“Buyer”



Such communications will be deemed to be delivered hereunder when actually delivered by a recognized overnight courier or when sent by fax, with written confirmation to the party to be notified.

10. Dispute Resolution. The parties agree that all claims, controversies and disputes arising out of or relating to this Agreement or to the breach, termination, interpretation or validity thereof (“Disputes”) shall be handled as follows: The party initiating the Dispute shall first give written notice and a brief description of the Dispute to the other party. Executives (of each party) having authority to settle the Dispute shall then meet, negotiate and endeavor in good faith to resolve the Dispute. If such executives fail to meet or are unable to resolve the Dispute within thirty (30) days after the notice from the party initiating the Dispute, the parties agree that the Dispute will be resolved by binding arbitration, as set forth below, in accordance with the Rules for Non-Administered Arbitration (in effect on the date of this Agreement) of the CPR Institute for Dispute Resolution (“CPR”).

The binding arbitration shall be conducted by a sole arbitrator selected and agreed to by the parties. However, if the parties cannot agree upon the arbitrator within 30 days after the expiration of the above-described 30-day period, such arbitrator shall be an arbitrator recommended by CPR from the CPR Panels of Distinguished Neutrals. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, to the exclusion of state laws inconsistent therewith, and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitration proceedings shall commence within 90 days of the demand for arbitration and shall close within ___ days after such commencement, with the arbitrator’s award being issued within thirty (30) days thereafter and containing a concise written statement of the reasons for the award. The arbitrator shall be empowered to award only compensatory damages and reasonable attorneys’ fees to the prevailing party; the arbitrator

shall have no power or authority to award, and each party hereto hereby waives its rights to, consequential, special, incidental, punitive or other damages in excess of compensatory damages.

Except as the parties may otherwise agree, the place of the arbitration will be California.

BY AGREEING TO BINDING ARBITRATION, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ARBITRATION CLAIM. FURTHERMORE, WITHOUT INTENDING IN ANY WAY TO LIMIT THIS AGREEMENT TO ARBITRATE, TO THE EXTENT ANY ARBITRATION CLAIM IS NOT ARBITRATED, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF SUCH ARBITRATION CLAIM. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

THIS DISPUTE RESOLUTION PROVISION DOES NOT LIMIT THE RIGHT OF EITHER PARTY TO: (1) EXERCISE SELF-HELP REMEDIES, SUCH AS SETOFF; (2) INITIATE JUDICIAL OR NONJUDICIAL FORECLOSURE AGAINST ANY REAL OR PERSONAL PROPERTY COLLATERAL; (3) EXERCISE ANY JUDICIAL OR POWER OF SALE RIGHTS, OR (4) ACT IN A COURT OF LAW TO OBTAIN AN INTERIM REMEDY, SUCH AS BUT NOT LIMITED TO, INJUNCTIVE RELIEF, WRIT OF POSSESSION OR APPOINTMENT OF A RECEIVER, OR ADDITIONAL OR SUPPLEMENTARY REMEDIES.

11. Entire Agreement. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written, regarding the subject matter of this Agreement. The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements by the other party in connection with the subject matter of this Agreement except as expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

“Seller”

“Buyer”

Viscon California, LLC

By: _____
Michael J. Porter Date

By: _____
Date

Exhibit “A”

Buyer’s Estimated Viscon Requirements

To Be Filled Out By Buyer

DRAFT

Exhibit "B"

TERMS AND CONDITIONS OF PURCHASE ORDER

1. Seller's commencement of work on or shipment of goods, whichever occurs first, shall be deemed an effective mode of acceptance of Buyer's offer to purchase contained in this purchase order and these Terms and Conditions of Purchase Order ("Order"). Any acceptance of this Order is limited to acceptance of the express terms of the Order. If this Order is deemed to be an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face and the back hereof. Additional or different terms proposed by Seller or any attempt by Seller to vary in any degree any of the terms of this Order are hereby deemed material and notice of objection and rejection of such terms is hereby given. However, this Order shall not operate as a rejection of the Seller's offer unless it contains variances in the terms of the description, quantity, price, or delivery schedule of the goods.
2. Seller warrants (a) that it is, and shall remain, familiar with applicable laws, regulations, rules, ordinances, codes, orders and decrees of any governmental authority ("Applicable Law") affecting this Order or the goods delivered hereunder and shall comply and cause all its employees, agents, subcontractors and other representatives ("Representatives") to comply with Applicable Law and with any and all applicable Buyer policies that are identified herein, (b) that any goods sold or supplied under this Order shall conform to the Seller's affirmations of fact and promises relating to the goods, to the descriptions, samples and models furnished by Seller, to all Buyer specifications, are free from defects in workmanship and material are fit for any ordinary or known particular purpose, and are manufactured, procured and produced in compliance with Applicable Laws, and (c) that Seller has merchantable title to such goods, that the title to same and the transfer of title to Buyer are good, and that the goods will be delivered to Buyer free and clear of any liens or other encumbrances. The warranties made by Seller hereunder are in addition to, and shall not be construed as restricting or limiting any warranties of Seller, expressed or implied, which are otherwise provided by law.
3. All goods shall be suitably packed, marked and shipped by Seller in accordance with industry standards and practices in a manner to secure lowest transportation costs unless otherwise specified. Packing slips shall be placed in each shipment. No packing or cartage charge shall be allowed except when specifically agreed upon in writing.
4. Goods shall be subject to Buyer's reasonable inspection and approval. Inspection may take place at the Seller's location or at the delivery address specified in this Order, as designated by the Buyer. Goods rejected at the delivery address will be held for Seller's instructions, and Buyer's reasonable expenses incurred in connection therewith shall be for Seller's account. Goods rejected at the Seller's location will be reworked to meet the Buyer's expectations as specified in this Order. Buyer's failure to inspect shall not constitute a waiver of any of Buyer's rights or remedies or relieve Seller of any of its obligations under this Order. Buyer's inspection of goods shall not constitute acceptance of such goods. Title to the goods shall pass to Buyer at such time as Buyer takes actual possession of the goods at the delivery address. Seller shall be liable and pay for all costs of transporting the goods to the delivery address and shall bear all risk of loss of or damage to the goods from any cause whatsoever until Buyer takes actual possession at the delivery address.
5. Seller shall supply Buyer with information, including all manufacturer information, in its possession relative to equipment or component operation and features, and recommendations for operation of the equipment or components.
6. Provided Seller has delivered the goods and is not in default hereunder, Buyer shall pay Seller by wire transfer within thirty (30) days following Buyer's receipt of Seller's invoice. If Buyer has objections to all or any portion of an invoice, Buyer shall notify Seller of the objections, give reasons for Buyer's objections and pay only that portion of the invoice, which is not in dispute. Representatives of Buyer and Seller shall confer to resolve any disputed invoices. No payment is final acceptance of goods or a waiver by Buyer of any of its rights or remedies under this Order.
7. Provided Buyer is paying Seller in accordance with this Order, Seller shall pay when due all of its obligations to third parties incurred in the delivery of the goods and/or performance of any incidental services and shall keep Buyer's property free and clear of all liens and other encumbrances arising out of the delivery of the goods and/or performance of any incidental services. If Seller should breach this **Section 7**, then, in addition to any other rights which Buyer may have against Seller, Buyer may withhold payment from Seller until sufficient funds have been withheld to satisfy such obligations and/or to cause the release of such liens or other encumbrances.
8. Buyer shall have the right, at no additional charge, to use and/or reproduce the Seller's applicable literature, such as technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature pertaining to the goods and incidental services purchased by Buyer pursuant to this Order.
9. Buyer reserves the right for its own convenience to cancel this Order, in whole or in part, without cause at any time by giving Seller written notice of such cancellation. Upon receipt by Seller of any such notice, Seller will (a) immediately discontinue performance pursuant to this Order, (b) cancel all orders and subcontracts pertaining thereto, (c) preserve and protect materials on hand purchased for or committed to this Order and work in progress and completed work both in its own and in its supplier's plants pending Buyer's instructions, (d) comply with Buyer's directions to terminate the delivery of goods, and (e) promptly use commercially reasonable efforts to minimize the amount of termination charges associated with any such cancellation; provided, however, Buyer shall have no obligation to pay Seller for termination charges in excess of the Price that would otherwise be payable to Seller under this Order. Payment to Seller or refund to Buyer, if any, for goods shall be based on that portion of Seller's performance pursuant to this Order satisfactorily completed as of the date of receipt of Buyer's notice of cancellation, as substantiated by documentation satisfactory to and verified by Buyer. Under no circumstances shall Seller be entitled to any prospective profits or damages because of any such cancellation. When Buyer pays any applicable termination charges, Buyer shall have no further liability whatsoever from the cancellation of this Order.
10. Seller shall be in default hereunder if Seller or its subcontractors fail in their performance and/or observance of any of the terms or conditions of this Order and fails to cure such condition to Buyer's satisfaction within ten (10) days after the date of written notice thereof by Buyer, or if such condition is not reasonably capable of being cured within such time, Seller fails to commence a cure during such ten (10) day period and promptly and diligently pursue the cure thereafter; provided, however, in no event shall Seller have more than a total of thirty (30) days to cure such a

condition ("Default"). If Seller is in Default, Buyer may, in its sole discretion, (a) elect not to pay Seller for any monies due, (b) terminate or suspend Seller's performance hereunder, in whole or in part, effective immediately, and/or (c) elect to pursue and enforce any and all other rights or remedies of Buyer hereunder, at law or in equity.

11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS SELLER FROM AND AGAINST ALL CAUSES OF ACTION, DAMAGES, LIABILITY, LOSSES AND SUITS OF EVERY TYPE AND CHARACTER (INCLUDING, WITHOUT LIMITATION, EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATED IN ANY WAY TO THIS ORDER TO THE EXTENT SUCH CLAIMS ARE ATTRIBUTABLE TO EITHER BUYER'S FAILURE TO COMPLY WITH BUYER'S REPRESENTATIONS, WARRANTIES OR OBLIGATIONS UNDER THIS ORDER, BUYER'S NEGLIGENCE OR THE NEGLIGENCE OF BUYER'S EMPLOYEES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER FROM AND AGAINST ALL CLAIMS, WHETHER GROUNDLESS OR NOT, ARISING OUT OF OR RELATED IN ANY WAY TO THIS ORDER TO THE EXTENT SUCH CLAIMS ARE ATTRIBUTABLE TO EITHER SELLER'S FAILURE TO COMPLY WITH SELLER'S REPRESENTATIONS, WARRANTIES OR OBLIGATIONS UNDER THIS ORDER, SELLER'S NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER REPRESENTATIVES. SELLER'S INDEMNITY OBLIGATIONS HEREUNDER SHALL EXTEND TO BUYER'S PARENT, SUBSIDIARIES AND AFFILIATES AND PARTNERS AND TO THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AND REPRESENTATIVES.

SELLER AGREES TO PROTECT, DEFEND, HOLD BUYER HARMLESS FROM AND INDEMNIFY BUYER FROM AND AGAINST ANY AND ALL CLAIMS, AND EXPENSES OF ANY KIND IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, BASED ON ALLEGED INFRINGEMENTS OF TRADEMARKS, COPYRIGHTS, PATENT RIGHTS OR OF ANY KIND OF TRADE SECRET ARISING FROM THE USE OF GOODS PROVIDED PURSUANT TO THIS ORDER. IF ANY SUCH GOODS ARE HELD TO CONSTITUTE INFRINGEMENT OR THEIR USE IS ENJOINED, SELLER, IF UNABLE WITHIN A REASONABLE TIME TO SECURE THE RIGHT FOR BUYER TO CONTINUE TO USE SUCH GOODS OR SERVICES, BY SUSPENSION OF THE INJUNCTION, BY PROCURING FOR BUYER A LICENSE OR OTHERWISE, WILL AT THE OPTION OF BUYER AND AT SELLER'S OWN EXPENSE EITHER REPLACE SUCH GOODS OR SERVICES WITH NON-INFRINGEMENTS OF GOODS OR SERVICES, OR MODIFY THEM SO THAT THE GOODS OR SERVICES BECOME NON-INFRINGEMENTS, OR REMOVE THE INFRINGING GOODS AND STOP THE INFRINGING SERVICES AND REFUND ALL SUMS PAID THEREFORE. SELLER'S INDEMNIFICATIONS TO BUYER SET FORTH IN THIS PARAGRAPH 13 SHALL SURVIVE ACCEPTANCE OF THE GOODS AND SERVICES BY BUYER AND PAYMENT THEREFORE.

12. As to Buyer, strikes, fires, accidents or other causes beyond the reasonable control of Buyer, which shall affect Buyer's ability to receive and use the goods shall constitute valid ground for suspension of shipment of goods or performance of incidental services pursuant to this Order upon notification to Seller, and without penalty to Buyer, except that cancellation for such causes may not be made without reimbursement to Seller for expenditures actually made for labor and materials upon the authority of this Order prior to the date of such notification. As to Seller, strikes, fires, accidents or other causes beyond the reasonable control of Seller, which shall affect Seller's ability to deliver and perform under this Order shall constitute valid ground for suspension of delivery of goods or performance of incidental services pursuant to this Order. Upon such event, Seller shall notify Buyer as soon as practicable, but in any event no later than three (3) days after Seller first receives notice of such event or reasonable notice of the likelihood of such event occurring. Upon such event reasonably anticipated to or actually resulting in a suspension of longer than forty-five (45) days, Buyer shall have the right to terminate this Order effective immediately. In the event of delay in performance by Seller due to any such cause and not so terminated pursuant to the terms herein, the date of delivery of goods and performance of incidental services will be extended by a period of time reasonably necessary to overcome the effect of such delay.

13. In the event of any proceedings by or against Seller, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee, or an assignee for the benefit of creditors, of the property of Seller's company, or in the event of a breach by Seller of any of the terms hereof, including any warranties made in connection with the goods ordered hereunder, Buyer shall have the right without penalty, cost or payment due from Buyer to Seller, to cancel this and any or all other orders or contracts between Buyer and Seller or to reduce the quantities of goods to be delivered hereunder.

14. (a) If goods are to be delivered F.O.B. Buyer's destination, Seller shall cause the common carrier hired or used by Seller to obtain and maintain insurance coverage of the types and limits set forth in this **Section 16** and to comply with all other terms and conditions set forth in this **Section 16** applicable to Seller.

(b) If goods are to be delivered F.O.B. Seller's origin, Seller shall hire or use one of Buyer's preferred common carriers, as set forth on the face of this Order, to transport the goods to Buyer. If no such preferred common carrier is able or available to render such services in the time and manner agreed upon by Buyer and Seller, then Seller shall engage such other common carrier as it deems reasonable and desirable to perform such services and Seller shall cause such common carrier to obtain and maintain insurance coverage of the types and limits set forth in this **Section 16** and to comply with all other terms and conditions set forth in this **Section 16** applicable to Seller.

(c) Common Carrier will carry and maintain in force throughout the term of this Order, insurance as described in paragraphs (1) through (3) below with insurance companies acceptable to Buyer. The limits set forth below are minimum limits and will not be construed to limit Common Carrier's liability. All costs and deductible amounts will be for the sole account of Common Carrier.

(1) Workers' Compensation insurance complying with the laws having jurisdiction over each employee, whether or not Common Carrier is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. If services to be rendered are in North Dakota, Ohio, Washington, Wyoming or West Virginia, Common Carrier will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap

endorsement.

(2) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$1,000,000, for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, sudden and accidental pollution and, if applicable, deletion of any explosion, collapse and underground exclusion.

(3) Automobile Liability insurance complying with any regulatory body having jurisdiction, or a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage, whichever is the greater, but to include coverage for all vehicles used by Common Carrier in its performance of services related to this Order, whether owned, non-owned, or hired.

In each of the above described policies, Common Carrier agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Buyer, its parent, subsidiary or affiliated companies or partners.

Under the policies described in (2) and (3) above, Buyer, its parent, subsidiary and affiliated companies and partners will be named as additional insured's as respects Common Carrier's operations and as respects services to be performed by Common Carrier on behalf of Seller or Buyer related to this Order. Any cost associated with naming these additional insured's will be for the sole account of Common Carrier unless otherwise agreed between Seller and Common Carrier. Such policies will include the following other insurance amendment: This insurance is primary insurance with respect to Buyer, its parent, subsidiary and affiliated companies and partners, and any other insurance maintained by Buyer, its parent, subsidiary or affiliated companies and partners is excess and not contributory with this insurance.

Non-renewal or cancellation of policies described above will be effective only after written notice is received by Buyer from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to the Common Carrier rendering any services at the request of Seller related to this Order, the Common Carrier shall deliver to Buyer certificates of insurance on an Accord form evidencing the existence of the insurance required above.

(d) If the insurance policies described in this **Section 16** are not obtained and maintained as provided, Buyer shall have the right to immediately terminate this Order, or to suspend delivery of the goods and/or performance of the services without paying for such services, if applicable.

15. If either party hereto initiate legal action to enforce any right or obligation against the other party arising under this Order, the prevailing party in such action, shall be entitled to recovery of all of its costs and expenses incurred in such legal proceeding, including, without limitation, reasonable attorneys', expert witnesses' and consultant fees, and court costs.

16. The indemnities, representations and warranties set forth in this Order shall survive the termination or expiration of this Order and continue in full force and effect.

17. This Order and the Agreement to which its form is attached as an exhibit, any specifications, drawings and other documents referred to herein, comprises the entire agreement between the parties hereto with respect to the purchase and sale transaction and supersedes any prior understandings or written or oral agreements between the parties hereto respecting the subject matter hereof. The parties hereto covenant and agree that this Order shall be deemed and considered for all purposes as prepared through the joint efforts of the parties hereto and shall not be construed against one party as a result of the preparation, submittal or other event or negotiation, drafting or execution hereof. Except as otherwise provided in this Order, nothing in this Order provides any legal rights to, or create any liability for, anyone not executing this Order. An amendment to this Order shall be effective only if made in writing and signed by Buyer. If any provision of this Order is partially or completely unenforceable due to Applicable Law, then such provision shall be deemed amended to the extent necessary to make it enforceable, if possible, and if not possible, shall be deemed deleted. If any provision is so deleted, then the remaining provisions shall remain in full force and effect.

18. Neither of the parties hereto may transfer, assign, delegate or subcontract its rights or obligations under this Order, in whole or in part, without the prior written consent of the other party, provided, however, Buyer may assign this Order to its affiliates, in whole or in part, without Seller's consent. This Order shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

19. Seller is an independent contractor and no past relationships or course of dealings between the parties shall affect its status as an independent contractor. All persons engaged by Seller or Seller's subcontractors in connection with this Order shall be deemed to be Seller's agents and employees and not Buyer's agents and employees.

20. THE RIGHTS AND OBLIGATIONS ARISING UNDER THIS ORDER SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CHOICE OF LAW PRINCIPLES THEREOF.