

**AMENDMENT NO. 1 TO THE
WATER LEASING AGREEMENT
BETWEEN
THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT,
NEBRASKA COMMUNITY FOUNDATION AND
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**

THIS AMENDMENT NO. 1 made and entered into this ____ day of _____, 2023, by and between **The Central Nebraska Public Power and Irrigation District**, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central" and the **Nebraska Community Foundation** (representing all signatories to the Platte River Recovery Implementation Program), a Nebraska non-profit corporation, with its principal office located at 8100 South 15th Street, Suite A, PO Box 83107, Lincoln, Nebraska 68501-3107, hereinafter referred to as "Foundation," and the **Platte River Recovery Implementation Program**, with its principal office located at 4111 4th Avenue, Suite 6, Kearney, Nebraska 68845, hereinafter referred to as "Platte Program," (jointly referred to as "Parties" and individually as "Party").

WITNESSETH:

WHEREAS, the Parties entered into a Water Leasing Agreement on October 12, 2018, hereinafter the Original Agreement;

WHEREAS, the Water Leasing Agreement expires on December 31, 2023;

WHEREAS, the Parties mutually desire to extend the term of the Original Agreement by one year to December 31, 2024;

NOW, THEREFORE, in consideration of the mutual promise and agreements herein contained, and other good and valuable consideration, the Parties do hereby covenant and agree that said Original Agreement be and the same hereby is amended as follows:

1. Section 4. TERM of the Original Agreement is hereby amended to read as follows:

The term of this Amendment No. 1 to the Water Leasing Agreement shall commence when this Agreement is signed by the Parties (the "Commencement Date"), and shall expire on December 31, 2024, if not earlier terminated in accordance with the terms hereof.

2. In the event any terms and provisions of this Amendment are construed to conflict with the terms and provisions of the Original Agreement, the terms and provisions of this Amendment shall prevail. In all other respect, except as herein amended, the terms and provisions of the Original Agreement shall remain in full force and effect, including the Pricing Addendum effective October 1, 2020. This Amendment shall have the same force and effect as if incorporated in the Original Agreement and shall take precedence

thereover.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Water Leasing Agreement on the date first stated above.

NEBRASKA COMMUNITY FOUNDATION

Date _____ By _____
Jason D. Kennedy
Chief Financial and Administrative Officer

PLATTE RIVER RECOVERY IMPLEMENTATION
PROGRAM – Office of the Executive Director

THE CENTRAL NEBRASKA PUBLIC POWER AND
IRRIGATION DISTRICT,

Date _____ By _____
Devin Brundage
General Manager

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte Program has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Platte Program, to enter into this Amendment.

Date _____ By _____
Jason M. Farnsworth
Executive Director

EXHIBIT A
(to Water Leasing Agreement dated October 12, 2018, as amended)

PRICING ADDENDUM

This pricing addendum will establish the year, price and maximum acres to be leased during 2020, 2021, 2022, 2023, and 2024 under this Water Leasing Agreement. For a Pricing Addendum to be effective in any of the above years, the following information must be included and signed by the Parties prior to October 1 of the prior year. Except for the price and maximum acres, all other terms and conditions of this agreement shall apply in any year in which this Pricing Addendum has been properly executed.

Year of Leasing	2024
Maximum number of Acres to be Leased	3,000
Lease Payment	\$100.00/acre

NEBRASKA COMMUNITY FOUNDATION

Date _____	By _____ Jason D. Kennedy Chief Financial and Administrative Officer
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PLATTE RIVER RECOVERY IMPLEMENTATION
PROGRAM – Office of the Executive Director

Date _____	By _____ Jason Farnsworth Executive Director
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THE CENTRAL NEBRASKA PUBLIC POWER AND
IRRIGATION DISTRICT,

Date _____	By _____ Devin Brundage General Manager
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