

**CREDITING AGREEMENT
BETWEEN
THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT
and
NEBRASKA COMMUNITY FOUNDATION,**

THIS AGREEMENT made and entered into this [redacted] day of [redacted], 2022, 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**, a Nebraska non-profit corporation, with its principal office located at 8100 South 15th Street, Suite A, P.O. Box 83107, Lincoln, Nebraska 68501-3107, hereinafter referred to as "Foundation," acting as the contracting agent of the **Platte River Recovery Implementation Program** hereinafter referred to as "Program", with its principal office located at 4111 4th Avenue, Suite 6, Kearney, Nebraska 68845 Central and Foundation may individually be referred to as a "Party" and shall collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties, along with the State of Nebraska, have previously entered into an AMENDMENT NO. 3 TO WATER SERVICE AGREEMENT ("Amendment No. 3") whereby the Foundation, acting as the contracting agent of the Program, withdrew from a prior agreement for construction of a regulating reservoir ("J-2 Project"); and

WHEREAS, Central currently holds **\$11,154,956.24** of the Foundation's J-2 Project funds (the "Foundation's J-2 Project Funds") following execution of Amendment No. 3;

WHEREAS, subject to Paragraph 2.b. of Amendment No. 3, the Parties may enter into an agreement to permit Central to keep some or all of the Foundation's J-2 Project Funds as credit for payment due Central under any other current or future contract between the Parties; and

WHEREAS, the Parties have entered into a "Water Service Agreement – Recharge between The Central Nebraska Public Power and Irrigation District and Nebraska Community Foundation, Acting as the Contracting Agent of the Governance Committee of the Platte River Recovery Implementation Program" (hereinafter "Recharge Agreement") dated [redacted]; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein contained and the terms and conditions hereinafter set forth, it is hereby covenanted and agreed:

Consistent with Paragraph 2.b. of Amendment No. 3, the Foundation's J-2 Project Funds currently held by Central shall be credited toward payment due Central under the Recharge Agreement. The Foundation may request a receipt or other documentation, reasonably acceptable to the Foundation, from Central to establish that Central is crediting the Foundation's J-2 Project Funds as payment under the Recharge Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first stated above.

NEBRASKA COMMUNITY FOUNDATION

Date _____

By

Jason D. Kennedy
Chief Financial and Administrative Officer

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 River Recovery Implementation Program has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Program, to enter into this agreement.

Date _____

By

Jason M. Farnsworth
Executive Director