

AMENDMENT TO WATER USE LEASE AGREEMENT

This Amendment to the Water Use Lease Agreement ("Amendment") is made and entered into on the 1st day of January, 2017 between the CENTRAL PLATTE NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska (hereinafter "CPNRD"), and the NEBRASKA COMMUNITY FOUNDATION (representing all signatories to the Platte River Recovery Implementation Program ("Program")), a Nebraska non-profit corporation (hereinafter "Foundation"). CPNRD and the Foundation may individually be referred to herein as a "Party" and may collectively be referred to herein as the "Parties."

RECITALS

A. The Parties entered into a Water Use Lease Agreement dated as of December 4th, 2013, (the "Water Use Lease Agreement").

B. The Water Use Lease Agreement defines the terms and conditions by which CPNRD can provide water to the Program and the compensation to which they are entitled for providing said water.

C. Under the terms of the Water Use Lease Agreement, CPNRD has provided water to the Program and has received corresponding compensation from the Foundation on behalf of the Program.

D. Under the terms of the original Water Use Lease Agreement, all water provided is assigned the same value whether it was natural flow appropriated and diverted under the water rights of canals and ditches and transferred to environmental purposes, or excess surface water diverted into canals and ditches for the purpose of ground water recharge.

E. Since execution of the Water Use Lease Agreement in 2013, changes have occurred in both the fair market value of natural flow appropriated and diverted under the water rights of

canals and ditches and transferred to environmental purposes as well as the fair market value of excess surface water diverted into canals and ditches for the purpose of ground water recharge.

F. The parties desire to modify the Water Use Lease Agreement to reflect the changes in value of appropriated and transferred natural flow, the changes in value of excess surface water used for recharge, and other associated changes in accordance with the following terms:

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Price for Water.** Section 4 of the Water Use Lease Agreement will be replaced by a revised Section 4 as follows:

4. Price for Water. Foundation agrees to pay CPNRD \$43/acre-foot of excess surface water diverted for recharge as quantified in Section 1, Subsection b of the Water Use Lease Agreement. Foundation agrees to pay \$150/acre-foot of transferred surface water as quantified in Section 1, Subsection a of the Water Use Lease Agreement. After the first calendar year of this Agreement, CPNRD may annually increase the acre-foot price of either or both categories of water to the Foundation upon written notice. Written notice of a price increase for the water provided in future years shall occur no later than January 1 of each year, and in no case shall CPNRD increase the annual acre-foot price by more than 3% of the price for the prior calendar year. CPNRD shall bill the Foundation annually for the water provided in the prior calendar year and the Foundation shall make full payment within 60 days of receiving the bill.

2. **Reconfirm Other Terms.** All other terms and conditions of the Water Use Lease

Agreement are hereby reconfirmed by the Parties, except to the extent they expressly conflict with the terms of this Amendment.


3. **Counterparts.** This Amendment may be executed in two or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

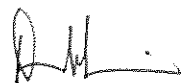


Lyndon Vogt, General Manager

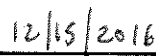


Date

NEBRASKA COMMUNITY FOUNDATION



Diane Wilson, Manager of Public/Private Partnerships



Date