

AMENDMENT NO. 1 TO
TWENTY-FIRST INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Amendment No. 1 (“Amendment”), dated this _____ day of _____, 2025, modifies the Twenty-First Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and the Town of Erie, 645 Holbrook Street, Erie, Colorado 80516 (“Participant”) dated February 11, 2025 (“Agreement”). All provisions of the Agreement not specifically modified in this Amendment No. 1 shall remain in full force and effect in accordance with their terms.

The Agreement is modified as described below.

- I. Funds provided by Participant to NISP Enterprise pursuant to the Agreement for work on Phases 3A, 5, 6, 7 and 8 of the Project (as defined in the Agreement) for 2025 that are unspent as of December 31, 2025, may be retained and spent by NISP Enterprise on costs to continue the pursuit of Phases 3A, 5, 6, 7, and 8 up to April 30, 2026 without a new interim agreement. NISP Enterprise shall not use such funds for any purposes unrelated to Phases 3A, 5, 6, 7 and 8 of the Project without the prior written consent of Participant.

IN WITNESS WHEREOF, NISP Enterprise and Participant have executed this Amendment No. 1 on the date first set out above.

«Participant»

By:_____

Name:_____

Title:_____

THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE

By:_____

Name:_____

Title:_____