

FIRST AMENDMENT TO WATER TRANSFER AGREEMENT

This FIRST AMENDMENT TO WATER TRANSFER AGREEMENT (“**Amendment**”) is entered into this 26th day of October, 2023 as an amendment to that Water Transfer Agreement by and Between the Oakdale Irrigation District, South San Joaquin Irrigation District, and the Chicken Ranch Rancheria of Me-Wuk Indians of California dated September, 8, 2022 (“**Agreement**”). Capitalized terms not defined in this Amendment shall have the meanings assigned to them in the Agreement, unless otherwise defined in this Amendment.

1. RECITALS.

A. Section 15 of the Agreement makes compliance with CEQA a condition precedent to delivery under the Agreement.

B. Section 16.A of the Agreement provides that if regulatory approval and final CEQA action are not satisfied by December 31, 2024, either party may terminate this Agreement by written notice to the other Party.

C. Chicken Ranch has been unable to meet its anticipated CEQA schedule due to other pressing issues facing the tribe.

D. Chicken Ranch has requested an amendment to the Agreement to allow it a two year extension of its obligation to obtain regulatory approval and final CEQA actions under the Agreement.

E. The Parties also agree to other non-substantive modifications to further clarify the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

2. **SECTION 2.B.** The definition for “delivery” is hereby withdrawn and replaced in its entirety as follows:

B. “Delivery” means that the Agreement-Water is made available to Purchaser per the Build-Up Schedule in Section 5, at the Purchaser’s Pipeline Intake to be constructed at a location in Tuolumne County to be determined (“Delivery Point”), whether or not Purchaser can make use of such water, and whether or not the intake facilities are constructed. This definition is intended to include the grammatical variations of the term “delivery” including “deliver” and “delivered”, where such term references water.

3. **SECTION 5.** The following Build-Up Schedule is hereby substituted for the original Build-Up Schedule included in Section 5 of the Agreement:

YEAR	M&I	AG	TOTAL
2026	75	0	75
2027	190	0	190

2028	200	300	500
2029	210	300	510
2030	220	300	520
2031	230	300	530
2032	240	300	540
2033	250	600	850
2034	260	600	860
2035	270	600	870
2036	280	600	880
2037	290	600	890
2038	300	900	1,200
2039	300	900	1,200
2040	300	900	1,200
2041	300	900	1,200
2042	300	900	1,200
2043	300	1,200	1,500
2044	300	1,200	1,500
2045	300	1,200	1,500
2046	300	1,200	1,500
2047	300	1,200	1,500
2048	300	1,200	1,500
2049	300	1,200	1,500
2050	300	1,200	1,500

4. **SECTION 16.A.** Section 16.A of the Agreement is hereby withdrawn and replaced in its entirety with the following language:

A. Prior to water delivery under this Agreement, if regulatory approvals and final CEQA action are not satisfied by December 31, 2026, either Party may terminate this Agreement by written notice to the other Party;

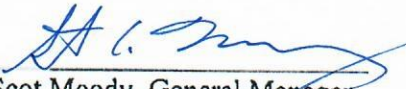
5. **CONTINUING VALIDITY.** Except as otherwise provided in this Amendment, the Agreement shall continue in full force and affect and govern this transaction.

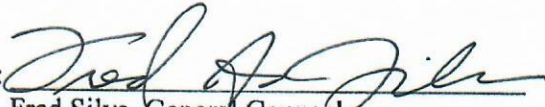
6. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Amendment may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same agreement, notwithstanding that the signatures of each Party or their respective representatives do not appear on the same page of this Amendment. The Parties hereby acknowledge and agree that electronic signatures, facsimile signatures, electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign signatures), or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. The Parties hereto (a) intend to be bound by the signatures on any document sent by electronic means including by facsimile or electronic mail, (b) are aware that the other Party will rely on such

signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Effective Date.


OAKDALE IRRIGATION DISTRICT

By: 
Scot Moody, General Manager

Approved as to Form: 
Fred Silva, General Counsel

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: 
Peter Rietkerk, General Manager

Approved as to Form: 
Mia S. Brown, General Counsel

CHICKEN RANCH RANCHERIA OF ME-WUK
INDIANS OF CALIFORNIA

By: 
Lloyd Mathiesen, Chairman