

AMENDMENT NO. 1

LIFE CYCLE SERVICE CONTRACT (“AGREEMENT”)

This Amendment dated July 1, 2025 (the “**Effective Date**”), by and between Xylem Water Solutions U.S.A., Inc. (“**Xylem**”) and Nevada County Sanitation District No. 1 (“**Customer or District**”) is being issued to modify the existing Life Cycle Service Contract dated September 28, 2023 (“**Agreement**”).

WHEREAS, Xylem and the District signed the Agreement with the objective of providing wastewater pumping equipment and services for 10 lift stations in the District; and

WHEREAS, the delivery of New Materials as detailed in Schedule 2 of the Agreement was to begin October 1, 2023, and be completed by March 30, 2024; and

WHEREAS, the delivery of the New Materials was delayed until December 2024; and

WHEREAS, Xylem and the District have agreed to amend the Agreement as described herein;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment No. 1, and intending to be legally bound hereby, Xylem and the District agree to amend the Agreement as follows.

1. Both Xylem and the District agree that they have been in negotiations to reach an agreement to this Amendment since January 1, 2025.

2. Definition "**IOM**" means the publication Installation, Operation, and Maintenance manual for FLYGT model 6020.182/191, and 3085.070-0199, Concertor as in effect as of Contract Effective Date, or any successor thereto.

3. Definition: "**Monitoring & Performance System(s)**" means components, equipment and a system or systems which may be used from time to time by Xylem for monitoring of Facility equipment and/or provision of performance information and or performance support, generally consisting of hardware, software, and a connection to a source of technical oversight or review. Currently, Xylem brand for such system is Avensor.

4. All references to “FLYGT Cloud” are replaced by “Avensor”.

5. Schedule 2. Section 2 in its entirety is replaced with Updated Schedule 2 dated July 1, 2025.

6. Schedule 3. Section 3 in its entirety is replaced with Updated Schedule 3 dated July 1, 2025.

7. Schedule 4. Delete Section 4 in its entirety.

8. Except as expressly modified in this Amendment No. 1, the parties agree that all other terms and conditions of the Agreement shall remain in full force and effect.

9. This Amendment No. 1 contains the entire agreement between the parties hereto and supersedes all oral or written representations, promised, agreements or any statements of any kind with respect to the subject matter hereof made by the parties or any of them which are not expressed and contained herein.

Xylem Water Solutions, U.S.A., Inc.

By_____

Name: Paul Forsthoefel

Title: Regional Sales Manager, Water Infrastructure

Nevada County Sanitation District No. 1

By_____

Name: Brad Torres

Title: Sanitation General Manager