

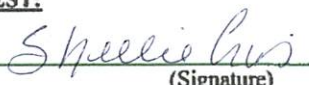
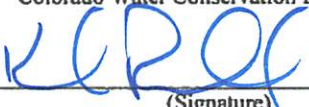
LOAN CONTRACT AMENDMENT NO. 1

THREE (3) SIGNATURE PAGES (COVER PAGE) WITH ORIGINAL SIGNATURES ARE REQUIRED

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Amendment No. 1 Contract Number CMS140257 CT 2015-034
Borrower and Address Overland Ditch & Reservoir Co. 30095 Redlands Mesa Rd. Hotchkiss, CO 81419	Original Contract Number C150206
Current Contract Maximum Amount \$271,654.57 (includes CWCB 1% loan origination fee)	Contract Performance Beginning Date: 05/21/2007
Project Name Overland Reservoir Enlargement Project	Contract Performance End Date 06/01/2019
Reason for Modification Decrease total loan amount due to substantial completion of Project	Loan Contract Terms 2.50% for 30 years Loan Contract Repayment Schedule Payment Initiation Date: June 1, 2019 Maturity Date: June 1, 2049

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

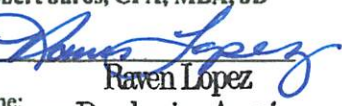
Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

OVERLAND DITCH AND RESERVOIR COMPANY By: <u></u> (Signature) Name: <u>David Kuntz</u> Title: <u>President Overland Ditch</u> Date: <u>8/8/19</u> ATTEST: By: <u></u> (Signature) Name: <u>Shellie Gies</u> Title: <u>Secretary</u> Date: <u>8-8-2019</u>	STATE OF COLORADO Jared Polis, Governor Colorado Department of Natural Resources Colorado Water Conservation Board (CWCB) <u></u> (Signature) Name: Kirk Russell, P.E., Section Chief CWCB Finance Section Date: <u>8/13/19</u>
--	--

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: 
Raven Lopez

Name: Purchasing Agent

CO Department of Natural Resources

Amendment Effective Date: 09-05-19

1. PARTIES

This Amendment (the "Amendment") to the Original Contract (the "Contract") shown on the Signature and Cover Page for this Amendment is entered into by and between the Borrower ("Borrower" or "Authority"), and the State ("CWCB").

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

4. PURPOSE

The Borrower was approved for a CWCB loan contract, on May 21, 2007, for the Overland Reservoir Enlargement Project. The project was completed and the parties agree to amend the contract to reduce the final loan amount by \$869,645.43 from \$1,141,300.00 to \$271,654.57.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The original loan contract amount is hereby deleted and replaced with the Current Contract Maximum Amount of \$271,654.57, shown on the Signature and Cover Page for this Amendment. The loan terms shall remain 30 years at 2.50%.
- B. Amendment to Promissory Note, Appendix A, in the revised loan amount and incorporated herein, shall replace and supersede the Original Promissory Note attached to the Original Loan Contract as Appendix 2.
- C. Amendment to Security Agreement, Appendix B, in the revised loan amount and incorporated herein, shall supplement and operate in conjunction with the Original Security Agreement, attached to the Original Loan Contract as Appendix 4.
- D. Amendment to Deed of Trust, Appendix C, in the revised loan amount and incorporated herein, shall supplement and operate in conjunction with the Original Deed of Trust, attached to the Original Contract as Appendix 5. The Amendment to Deed of Trust, Appendix C, shall be recorded with the Delta County Clerk and Recorder.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

**Appendix A, Amendment No. 1 to Loan Contract CT2015-034
Amendment to Promissory Note**

Date: August 8, 2019
Borrower: Overland Ditch and Reservoir Company
Total Loan Amount: \$271,654.57
Interest Rate: 2.50% per annum
Term of Repayment: 30 years or until loan is paid in full
Loan Contract No.: CT2015-034
Annual Loan Payment: \$12,979.01
Payment Initiation Date: June 1, 2019
Maturity Date: June 1, 2049

For Value Received, the Borrower promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the Loan Contract and this promissory note.

1. This Amendment to Promissory Note in the revised loan amount, of \$271,654.57, *shall replace and supersede* the Original Promissory Note, attached as Appendix 2 to the Original Loan Contract, in the amount of \$1,141,300.00, and incorporated by reference.
2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street Room 718, Denver, Colorado 80203.
4. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within sixty (60) calendar days of the due date.
5. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
6. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
7. This Note is issued pursuant to the Loan Contract between the CWCB and the Borrower. The Loan Contract creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement ("Security Instrument") of even date and amount and cover certain revenues and/or accounts of the Borrower. The Loan Contract and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.
8. If any annual payment is not paid when due or any default under the Loan Contract or the Security Instruments securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the

indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the Borrower written notice of any alleged default and an opportunity to cure within sixty (60) days of receipt of such notice before the Borrower shall be considered in default for purposes of this Promissory Note.

9. The Borrower and any co-signer or guarantor hereby agree that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
10. This Note shall be governed in all respects by the laws of the State of Colorado.

Overland Ditch and Reservoir Company

Attest:

By Shellie Gies
Signature
Name Shellie Gies
Title Secretary

Date 8-8-2019

By David Kuntz
Signature

Name David Kuntz
Title President Overland Ditch
Date 8/8/19

Appendix B, Amendment No.1 to Loan Contract CT2015-034
Amendment to Security Agreement

Debtor: Overland Ditch and Reservoir Company
Secured Party: Colorado Water Conservation Board
Revised Loan Amount: \$271,654.57
Term of Repayment: 30 years or until loan is paid in full
Interest Rate: 2.50% per annum
Loan Contract Number: CT2015-034

1. The Parties have amended the Original Loan Contract and Promissory Note decrease the loan amount by \$869,645.43 from \$1,141,300.00 to \$271,654.57 and hereby amend the original Security Agreement to document the change.
2. The Parties expressly agree that this Amendment to Security Agreement is supplemental to the Security Agreement and all terms, conditions, and provisions thereof, unless specifically modified below, are to apply to this Amendment to Security Agreement as though they were expressly rewritten, incorporated, and included herein.
3. Collateral for the loan remains the same.

Attest:

By Shellie Gies
Signature
Name Shellie Gies
Title Secretary
Date 8-8-2019

Overland Ditch and Reservoir Company

By David Kuniz
Signature
Name David Kuniz
Title President Overland Ditch
Date 8/8/19