

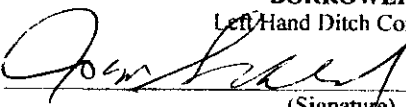
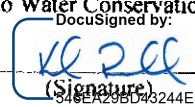

LOAN CONTRACT AMENDMENT NO. 1

SIGNATURE AND COVER PAGE (THREE SIGNED ORIGINALS 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 CMS 149523 CT2019-3463
Borrower Left Hand Ditch Company 209 Murray St., Unit B Niwot, CO 80544	Original Contract Number CMS 127646 CT2019-3463
Current Contract Maximum Amount \$772,650.00 (includes CWCB 1% loan origination fee)	Contract Performance Beginning Date 05/16/2019
Project Name Allen's Lake Filler Canal Improvements	Contract Performance End Date 05/16/2022
Reason for Modification Increase total loan amount due to piping of 350 additional feet of ditch.	Loan Contract Terms 2.50% for 30 years Loan Contract Repayment Schedule Loan not in repayment at this time

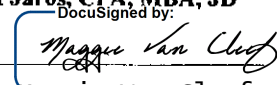
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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.

BORROWER Left Hand Ditch Company  (Signature) Name: <u>John M. Schlager</u> Title: <u>President</u> Date: <u>3-18-20</u>	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board DocuSigned by:  (Signature) Name: <u>Kirk Russell, P.E., Section Chief</u> Date: <u>May 3, 2020 3:31 PM PDT</u>
ATTEST:  (Signature) Name: <u>Corey D. Heil</u> Title: <u>Secretary</u> Date: <u>3/18/20</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
 DocuSigned by:

By: 
 Name: Maggie Van Cleef

Title: Purchasing Director

Amendment Effective Date: May 20, 2020 | 2:31 PM PDT

1. PARTIES

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

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

CWCB approved an increase to the loan amount for CWCB Loan Contract No. CT2019-3463, for the Allen’s Lake Filler Canal Improvements. The increase is due to the recently acquired 350 additional feet of ditch that requires piping. The parties agree to amend the contract to increase the final loan amount by \$101,000.00 from \$671,650.00 to \$772,650.00 and the total loan amount is hereby modified accordingly. This total loan amount includes the one percent (1%) origination fee.

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 \$772,650.00, shown on the Signature and Cover Page for this Amendment.
- 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 Contract as Appendix 3.
- 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 Contract as Appendix 5.
- 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 6. The Amendment to Deed of Trust shall be recorded with the Boulder County Clerk and Recorder.

6. RESOLUTION

The Borrower has adopted a Board of Director’s Resolution (Required) and a Shareholder’s Resolution (If not required, must be stated in Borrower’s bylaws), irrevocable for the term of this loan, authorizing the Borrower to enter into this contract amendment to borrow the additional loan amount, to establish and collect assessments sufficient to pay the annual loan payments, to pledge said assessments for repayment of the loan, and to execute documents necessary to convey a security interest in said assessments and collateral, if necessary, to the CWCB, and attached as **Appendix D**.

7. ATTORNEY OPINION LETTER

Prior to the execution of this Amendment by the CWCB, the Borrower shall submit to the CWCB a letter from its attorney stating that it is the attorney’s opinion that (1) the person(s) signing for the Borrower was duly elected or appointed and has authority to sign such documents on behalf of the Borrower and to bind the Borrower; (2) the Borrower’s governing body has validly adopted a resolution approving this Amendment; (3) there are no provisions

in the any state or local law that prevent this Amendment from binding the Borrower; and (4) this Amendment will be valid and binding against the Borrower if entered into by the CWCB.

8. 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 CT2019-3463
AMENDMENT TO THE PROMISSORY NOTE**

Date: March 18, 2020

Borrower: Left Hand Ditch Company

Principal Amount: \$772,650.00

Term of Repayment: 2.50% for 30 years

Loan Contract No.: CT2019-3463

Loan Payment: \$36,915.39

Payment Initiation Date*: _____

Maturity Date*: _____

FOR VALUE RECEIVED, the Borrower promises to pay the Colorado Water Conservation Board ("CWCBC"), 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 *shall replace and supersede* the Original Promissory Note attached to the Original Contract 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 CWCBC may impose a late charge in the amount of 5% of the annual payment if the CWCBC does not receive the annual payment within 15 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 CWCBC and the Borrower. The Loan Contract creates security interests in favor of the CWCBC to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement ("Security Instruments") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the Borrower. The Loan Contract and Security Instruments grant additional rights to the CWCBC, 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 CWCBC 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 thirty (30) 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.

(S E A L)

Attest:

By

Name

Title

Date

Signature

Borrower: Left Hand Ditch Company

By

Signature

Name

Title

Date

**APPENDIX B, AMENDMENT NO. 1 TO LOAN CONTRACT CT2019-3463
AMENDMENT TO SECURITY AGREEMENT**

Debtor: Left Hand Ditch Company
Secured Party: Colorado Water Conservation Board
Revised Loan Amount: \$772,650.00
Term of Repayment: 30 years of amortized payments or until loan is paid in full
Interest Rate: 2.50%
Loan Contract Number: CT2019-3463

1. The Parties have amended the Original Loan Contract and Promissory Note to increase the loan amount by \$101,000.00, from \$671,650.00 to \$772,650.00 and hereby amend the original Security Agreement to document the change of loan amount.
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.

(S E A L)

Attest:

By 
Signature

Name Corey D Hehl

Title Secretary

Date 3/18/20

Debtor: Left Hand Ditch Company

By 
Signature

Name John M. Schlager

Title President

Date 3-18-20

**Appendix C, Amendment No.1 to Loan Contract CT2019-3463
Amendment to Deed of Trust**

Date: March 18, 2020
Grantor (Borrower): Left Hand Ditch Company
Beneficiary (Lender): Colorado Water Conservation Board
Lender Address: 1313 Sherman Street, Room 718, Denver,
Colorado, 80203
Date of Original Deed of Trust: February 19, 2019
Recorded Date of Original Deed of Trust: May 15, 2019
County of Recording ("County"): Boulder
Deed of Trust Recording Information: Reception Number 03712493(3 pages)
Loan Contract Number: CT2019-3463
Promissory Note: \$772,650.00; 2.50%; 30 years
Pledged Property: No change to pledged property per original Deed of
Trust

This Amendment to Original Deed of Trust is between the Grantor and the Public Trustee of the Boulder County, State of Colorado.

The Original Deed of Trust was recorded to secure repayment of the indebtedness evidenced by the Loan Contract and Promissory Note between the Grantor and the Beneficiary.

Grantor and Beneficiary have agreed to amend the Deed of Trust to increase the total loan amount.

NOW THEREFORE, the CWCB and Grantor agree that:

1. This Amendment to Deed of Trust, Appendix C, Amendment No. 1 to Contract Number CT2019-3463, *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix 6, recorded in Boulder County, Reception Number 03712493 recorded on May 15, 2019 and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$772,650.00 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2019-3463, Amendment No. 1, to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 718, Denver, CO 80203, payable in annual installments, in accordance with said Promissory Note, or until the loan is paid in full.
3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the Original Deed of Trust the provisions of this amendment shall in all respects supersede, govern, and control.
4. Any provisions of the Original Deed of Trust not expressly modified herein remain in full force and effect.

5. Executed on the date first written above.

Grantor: Left Hand Ditch Company

By [Signature]
Signature

Name John M. Schlager

Title President

Date 3-18-20

ATTEST:

By [Signature]
Signature

Name Corey D Heil

Title Secretary

Date 3/18/20

NOTARY REQUIRED

State of Colorado)

County of Boulder) ss.

The foregoing instrument was acknowledged before me on March 18th, 2020 by

John M. Schlager (Name) as President (Title)

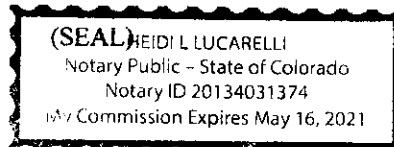
and

Corey D Heil (Name) as Secretary (Title)

of Left Hand Ditch Company. Witness my hand and official seal.

[Signature]
Notary Public

My commission expires on May 16th 2021



(Colorado Water Conservation Board will record Amendment to Deed of Trust with the County.)

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE LEFT HAND DITCH COMPANY**

The Board of Directors of the Left hand Ditch Company (hereinafter referred to as Company), at a meeting held Wednesday April 22, 2020, via Zoom Meeting from 201 Murry St. Niwot, Colorado, approved a modification to a loan from the Colorado Water Conservation Board (CWCB), authorizing the form and execution of a loan contract amendment and the appendices thereto; pledging certain funds as security for the repayment of amounts specified in the Loan Contract Amendment No.1.

At said meeting, the Board charged that these resolutions are irrevocable during the term of the loan and, pursuant to the Company's bylaws, authorized the Board of Directors and officers, RESOLVED as follows:

1. to modify the terms of the Loan Contract #CT2015-3463 with the Colorado Water Conservation Board, to increase the final loan amount by \$101,000.00 from \$671,650.00 to \$772,650.00, and
2. to levy and collect assessment revenues in an amount sufficient to pay the annual amounts due under the Loan Contract, and to pledge said revenues and the Company's right to receive said revenues for repayment of the loan, and
3. to place said pledged revenues in a special account separate and apart from other Company revenues, and
4. to make the annual payments required by the Amended Promissory Note and to make annual deposits to a debt service reserve fund, and
5. to pledge the assessment revenues, as security for the loan, for the debt service of the Loan Contract.
6. to execute all documents as required, including the Loan Contract Amendment No. 1 and all Amendment Appendices, including but not limited to, the Amended Promissory Note, Amended Security Agreement, and Amended Deed of Trust necessary to convey a security interest in said property to the CWCB, and
7. to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan.

CERTIFICATION

THE UNDERSIGNED, THE PRESIDENT AND THE SECRETARY HEREBY CERTIFY THAT THE FOREGOING ARE TRUE AND CORRECT COPIES OF RESOLUTIONS DULY ADOPTED AT A MEETING OF THE DISTRICT'S BOARD OF DIRECTORS DULY CALLED AND HELD AS ABOVE RECITED, PURSUANT TO THE DISTRICT'S BYLAWS, AND THAT SAID RESOLUTIONS HAVE NOT BEEN AMENDED OR RESCINDED.

GIVEN UNDER OUR HANDS AND THE SEAL OF THE DISTRICT THE 22 DAY OF April 2020.

(S E A L)

By


Signature

NAME: John Schlagel

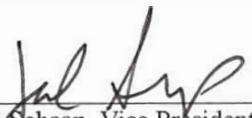
ATTEST:

TITLE: President

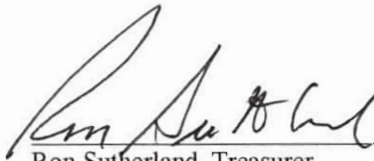
DATE: 4-22-20

By 
Signature of Secretary


DATE: 4/22/20


Joel Schaap, Vice President

DATE: 4-22-20


Ron Sutherland, Treasurer

DATE: 4-22-20


Steve Meyrich, Board Member

DATE: 4-22-20