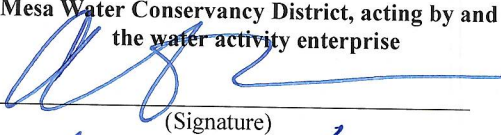



LOAN CONTRACT AMENDMENT NO. 2

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718, Denver, CO 80203	Amendment No. 2 Contract Number CMS 162648 CT2015-061				
Borrower and Address Grand Mesa Water Conservancy District acting by and through the water activity enterprise P.O. Box 129, Cedaredge, CO 81413	<table style="width: 100%;"> <tr> <td style="width: 50%;">Original Contract Number</td> <td style="width: 50%;">Amendment No. 1</td> </tr> <tr> <td>CMS 59744 C150354</td> <td>CMS 101276 CT2015-061</td> </tr> </table>	Original Contract Number	Amendment No. 1	CMS 59744 C150354	CMS 101276 CT2015-061
Original Contract Number	Amendment No. 1				
CMS 59744 C150354	CMS 101276 CT2015-061				
Current Contract Maximum Amount \$466,620.00 (includes the 1% origination fee)	Contract Performance Beginning Date 08/15/2013				
Project Name Peak Reservoir and Blanche Park Reservoir Rehabilitation	Contract Performance End Date 12/31/2022				
Reason for Modification Increase total loan amount to cover increase in construction costs due to permitting delays.	Loan Contract Terms 1.55% for 20 years Loan Contract Repayment Schedule Loan not in repayment at this time				

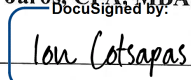
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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.

<p>Grand Mesa Water Conservancy District, acting by and through the water activity enterprise</p> <p style="text-align: center;"> (Signature)</p> <p>Name: <u>AUSTIN M. KELSELL</u></p> <p>Title: <u>PRESIDENT</u></p> <p>Date: <u>8/18/20</u></p> <p>ATTEST:</p> <p style="text-align: center;"> (Signature)</p> <p>Name: <u>MILAN ARMSTRONG</u></p> <p>Title: <u>SECRETARY / TREASURER</u></p> <p>Date: <u>8/18/20</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board Kirk Russell</p> <p style="text-align: center;">_____ (Signature)</p> <p>Name: Kirk Russell, P.E., Section Chief</p> <p>Date: <u>September 1, 2020 5:28 AM PDT</u></p>
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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: 

Name: Jon Cotsapas

Title: DNR Contracts Director

Amendment Effective Date: September 11, 2020 | 10:55 AM PDT

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, loan contract number CT2015-061, in May 2013 for the Peak Reservoir and Blanche Park Reservoir Rehabilitation Project. Due to permitting delays, the cost of the construction has increased. The parties have agreed to amend the contract to increase the total loan amount by \$163,620.00, from \$303,000.00 to \$466,620.00, and extend the Contract Performance End Date to December 31, 2022. The total loan amount is hereby modified accordingly.

5. MODIFICATIONS

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

- A. The total loan contract amount is hereby deleted and replaced with the Current Contract Maximum Amount of \$466,620.00, shown on the Signature and Cover Page for this Amendment No. 2. The loan terms shall remain at 1.55% for 20 years.
- B. Amendment to Promissory Note, Appendix A-1, 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 and the Amendment to Promissory Note, Appendix A, attached to Loan Contract Amendment No.1.
- C. Amendment to Security Agreement, Appendix B-1, 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 and the Amendment to Security Agreement, Appendix B, attached to Loan Contract Amendment No.1.

6. RESOLUTION

The Borrower has adopted a Board of Director’s Resolution, 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-1.

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.

Agreement ("Security Instruments") 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.

Attest:

By

Signature

Name

Title

Date

Grand Mesa Water Conservancy District

By

Signature

Name

Title


Date

**Appendix B-1, Amendment No.1 to Loan Contract CT2015-061
Amendment to Security Agreement**

Debtor: Grand Mesa Water Conservancy District
Secured Party: Colorado Water Conservation Board
Revised Loan Amount: \$466,620.00
Term: 20 years or until loan is paid in full
Interest Rate: 1.55% per annum
Loan Contract Number: CT2015-061

1. The Parties have amended the Original Loan Contract and Promissory Note to increase the loan amount to \$466,620.00, and hereby amend the Original Security Agreement attached to the Original Contract as Appendix 4 and the Amendment to Security Agreement, attached as Appendix B to Contract Amendment No. 1, to reflect this change to the total loan contract 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.

Attest:

By 
Signature

Name MILAN ARMSTRONG

Title SECRETARY/TREASURER

Date 8/19/20

Grand Mesa Water Conservancy District

By 
Signature

Name AUSTIN M. KEISER

Title PRESIDENT

Date 8/19/2020

RESOLUTION OF
THE DIRECTORS OF
THE GRAND MESA WATER CONSERVANCY DISTRICT
(APPROVAL OF THE PEAK RESERVOIR AND BLANCHE PARK RESERVOIR PROJECT, CWCB
CONTRACT NO. CT2015-061, ORIGINAL CONTRACT NO. C150354 AND AMENDMENTS THERETO)

WHEREAS, The Grand Mesa Water Conservancy District (“the District”) is a body politic and corporate organized as a water conservancy district under the laws of the State of Colorado operating for the benefit of the taxpayers of the District in the development and construction of irrigation water storage and transmission facilities for the cultivation of lands within the District in Delta and Mesa Counties, State of Colorado; and

WHEREAS, the District, through its officers and directors, over several years has investigated the costs and benefits of developing and construction Peak Reservoir and Blanche Park Reservoir on the Grand Mesa, in Delta County, Colorado (“the Project”); and

WHEREAS, the Board of Directors has determined that the Project will have a benefit of substantially increasing the available irrigation water storage for the irrigation of lands below said reservoir within the territory of the District; and

WHEREAS, the Colorado Water Conservation Board of the State of Colorado has offered the District loan financing of up to \$466,620.00 for the Project; and

WHEREAS, the Board of Directors has determined that the benefits of the Project far outweigh its costs and that the District should accept the proffered CWCB loan financing and should proceed with the Project and the construction of the Project with all due diligence; and

WHEREAS, the Directors have determined that it is in the best interests of the taxpayers of the District to proceed with the Project with all due diligence.

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS of The Grand Mesa Water Conservancy District at a special meeting of the Directors held on the date indicated below that the Project is hereby approved and all previous actions of the officers and directors of the District relating to the Project are hereby ratified, confirmed, and approved, including, without limitation the execution and delivery of:

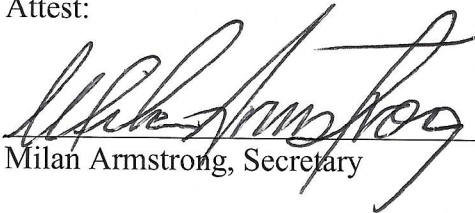
1. Loan Contract No. CT2015-061 (Original Contract No. C150354) for the original principal amount of \$227,250.00;
2. Loan Contract Amendment No. 1 (CT2015-061) for the additional principal amount of \$75,750.00; and
3. Loan Contract Amendment No. 2 (CT2015-061) for the additional principal amount of

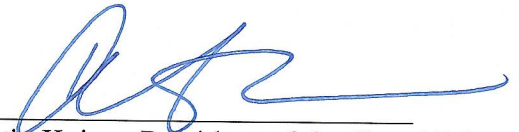
162,000.00.

BE IT FURTHER RESOLVED BY THE SHAREHOLDERS, that the officers and directors of the District are hereby authorized and directed to proceed with the Project with all due diligence, including, without limitation, the execution and delivery of promissory notes, loan agreements and security agreements pledging water revenues of the District for repayment thereof.

Adopted by the Directors by a majority of the Directors in attendance at a special meeting of directors conducted on August 18th, 2020.

Attest:


Milan Armstrong, Secretary


Austin Keiser, President of the Grand Mesa
Water Conservancy District