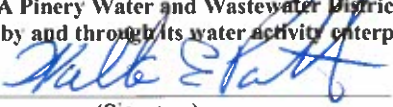

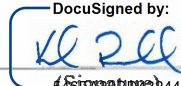
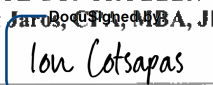


LOAN CONTRACT AMENDMENT NO. 1

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 166435 CT2015-0087
Borrower and Address Denver Southeast Suburban Water & Sanitation District DBA Pinery Water and Wastewater District acting by and through its water activity enterprise 5242 Old School House Road Parker, CO 81034	Original Contract Number CMS 70933 C150411D CT2015-087
Current Contract Maximum Amount \$280,235.69 (includes the 1% origination fee)	Contract Performance Beginning Date 09/22/2014
Project Name WISE Project DIA Connection	Contract Performance End Date 11/01/2020
Reason for Modification Decrease total loan amount due to close-out of loan	Loan Contract Terms 3.00% for 30 years Loan Contract Repayment Schedule Payment Initiation Date: November 1, 2020 Maturity Date: November 1, 2050

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.

Denver Southeast Suburban Water & Sanitation District DBA Pinery Water and Wastewater District acting by and through its water activity enterprise  (Signature) Name: <u>Walt Partridge</u> Title: <u>Chairman of the Board</u> Date: <u>12/19/20</u> ATTEST:  (Signature) Name: <u>Heather Beasley</u> Title: <u>District Manager</u> Date: <u>12/19/20</u>	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director DocuSigned by:  (Signature) Name: <u>Kirk Russell, P.E., Section Chief</u> Colorado Water Conservation Board Date: <u>January 26, 2021 12:12 PM MST</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 J. Roberts, CPA, JD By:  Name: <u>Jon Cotsapas</u> Title: <u>DNR Contracts Director</u> Amendment Effective Date: <u>January 27, 2021 9:33 AM MST</u>	

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 September 22, 2014, for the WISE Project DIA Connection. The Borrower is able to complete the Project using other funding and has elected to close out the loan. The amount of the current loan contract amount is decreased by \$174,264.31 from \$454,500.00 to \$280,235.69. 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 original loan contract amount is hereby deleted and replaced with the Current Contract Maximum Amount of \$280,235.69, shown on the Signature and Cover Page for this Amendment. The loan terms shall remain the same.
- 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.

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 CT2015-0087
Amendment to Promissory Note

Date: 12/19/20
Borrower: Denver Southeast Suburban Water & Sanitation District
DBA Pinery Water and Wastewater District
acting by and through its water activity enterprise
Total Loan Amount: \$280,235.69
Interest Rate: 3.00% per annum
Term of Repayment: 30 years or until loan is paid in full
Loan Contract No.: CT2015-0087
Annual Loan Payment: \$14,297.42
Payment Initiation Date: November 1, 2020
Maturity Date: November 1, 2050

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 \$280,235.69**, *shall replace and supersede* the Original Promissory Note, attached as Appendix 2 to the Original Loan Contract, in the amount of 454,500.00, 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. 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.
9. The Borrower hereby agrees 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.

Denver Southeast Suburban Water & Sanitation District
DBA Pinery Water and Wastewater District
acting by and through its water activity enterprise

Attest:

By

Signature

Name

Title

Date

By

Signature

Name

Title

Date

Appendix B, Amendment No.1 to Loan Contract CT2015-0087 Amendment to Security Agreement

Debtor: Denver Southeast Suburban Water & Sanitation District
DBA Pinery Water and Wastewater District
acting by and through its water activity enterprise
Secured Party: Colorado Water Conservation Board
Revised Loan Amount: \$280,235.69
Term: 30 years or until loan is paid in full
Interest Rate: 3.00% per annum
Loan Contract Number: CT2015-0087

1. The Parties have amended the Original Loan Contract and Promissory Note to decrease the total loan amount by \$174,264.31 from \$454,500.00 to \$280,235.69 and hereby amend the original Security Agreement, Appendix 4, to the Original Loan Contract 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, are to apply to this Amendment to Security Agreement as though they were expressly rewritten, incorporated, and included herein.

Denver Southeast Suburban Water & Sanitation
District DBA Pinery Water and Wastewater District
acting by and through its water activity enterprise

Attest:

By

Signature
Name Heather Beasley

Title District Manager

Date 12/19/20

By

Signature

Name Walt Partridge

Title Chairman of the Board

Date 12/19/20