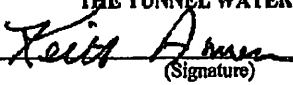


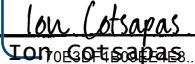


LOAN CONTRACT AMENDMENT NO. 1**THREE (3) SIGNATURE PAGES (COVER PAGE) WITH ORIGINAL SIGNATURES ARE REQUIRED**

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Amendment No. #1 Contract Number CMS 154793 CT2019-3706
Borrower and Address The Tunnel Water Company	Original Contract Number CMS 128718 CT2019-3706
Current Contract Maximum Amount \$ 17,250,800.00 (Includes 1% origination fee)	Contract Performance Beginning Date 05/18/2019
Project Name West Half Laramie-Poudre Tunnel Rehabilitation	Contract Performance End Date 05/18/2024
Reason for Modification Increase total loan amount by \$8,160,800.00 from \$9,090,000.00 to \$17,250,800.00 (Includes 1% origination fee)	Loan Contract Terms 2.85% 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.

THE TUNNEL WATER COMPANY  Name: <u>Keith Amen</u> Title: <u>President</u> Date: <u>12/18/2020</u> ATTEST:  Name: <u>Donald E Frick</u> Title: <u>General Manager</u> Date: <u>12/18/2020</u>	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board  Name: <u>Kirk Russell, P.E., Section Chief</u> Date: <u>December 28, 2020 5:35 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. Jara, CPA, MBA, JD By:  Name: <u>Ian Gotsapas</u> Title: <u>DNR Contracts Director</u> Amendment Effective Date: <u>December 30, 2020 10:45 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, in March 2019, for the West Half Laramie-Poudre Tunnel Rehabilitation Project. The parties have agreed to amend the contract to increase the total loan amount due to the following: after construction began, physical and ground conditions of the tunnel discovered significant voids behind and above the structural support that preliminary engineering could not determine. The Board approved the increase on March 11, 2020, and the increase was then approved, through the legislature, in House Bill 20-1403 (Section 16, Page 7). The amount of the current loan contract amount is increased by \$8,160,800.00 from \$9,090,000.00 to \$17,250,800.00, which includes the 1% origination fee. 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 \$17,250,800.00, shown on the Signature and Cover Page for this Amendment. The loan terms shall remain at 2.85% for 30 years.
- 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 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 Loan 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 (Appendix C) shall be recorded with the Larimer County Clerk and Recorder.

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.

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.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

Deed of Trust ("Security Instruments") of even date and amount and cover the Pledged Revenue and Pledged Property 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 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.

The Tunnel Water Company

Attest:

By

Name

Title

Date

Signature

By

Signature

Name

Title

Date

Keith Amen

Keith Amen

President

12/18/2020

Donald E. Frick

Donald E. Frick


General Manager

12/18/2020


**Appendix B, Amendment No.1 to Loan Contract CT2019-3706
Amendment to Security Agreement**

Debtor: The Tunnel Water Company
Secured Party: Colorado Water Conservation Board
Revised Loan Amount: \$17,250,800.00
Term: 30 years or until loan is paid in full
Interest Rate: 2.85% per annum
Loan Contract Number: CT2019-3706

1. The Parties have amended the Original Loan Contract and Promissory Note to increase the total loan amount by \$8,160,800.00 from \$9,090,000.00 to \$17,250,800.00 and hereby amend the original Security Agreement, Appendix 5, 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.

Attest:
By 
Signature
Name Donald E. Frick
Title General Manager
Date 12/18/2020

The Tunnel Water Company

By 
Signature
Name Keith Amen
Title President
Date 12/18/2020

**Appendix C, Amendment No.1 to Loan Contract CT2019-3706
Amendment to Deed of Trust**

Date: December 18, 2020
Grantor (Borrower): The Tunnel Water Company
Beneficiary (Lender): Colorado Water Conservation Board
Lender Address: 1313 Sherman Street, Room 718, Denver,
Colorado, 80203
Recorded Date of Original Deed of Trust: May 31, 2019
County of Recording ("County"): Larimer
Deed of Trust Recording Information: Reception Number 20190029025 (3 pages)
Loan Contract Number: CT2019-3706
Promissory Note: \$17,250,800.00, 2.85%, 30 years, annual payment
\$863,144.00
Pledged Property: No change to property pledged per original Deed of
Trust

This Amendment to Original Deed of Trust is between the Grantor and the Public Trustee of the 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 Original Loan Contract and Promissory Note to increase the total loan amount. The loan contract amount is increased by \$8,160,800.00 from \$9,090,000.00 to \$17,250,800.00, which includes the 1% origination fee.

NOW THEREFORE, the CWCB and Grantor agree that:

1. This Amendment to Deed of Trust, Appendix C, Amendment No. 1 to Contract Number CT2019-3706, *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix 6, recorded in Larimer County, Reception Number 20190029025, recorded on May 31, 2019 and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$17,250,800.00 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2019-3706, 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: The Tunnel Water Company

By Keith Amen
Signature

Name Keith Amen

Title President

Date 12/18/2020

ATTEST:
By Donald E Frick
Signature

Name Donald E Frick

Title General Manager

Date 12/18/2020

NOTARY REQUIRED

State of Colorado)
County of Larimer) ss.

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

Keith Amen (Name) as President (Title)

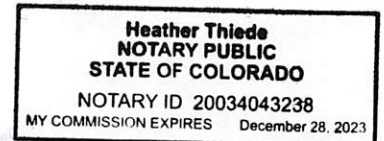
and

Donald Frick (Name) as General Mgr. (Title)

of The Tunnel Water Company. Witness my hand and official seal.

Heather Thiede
Notary Public

My commission expires on 12/28/2023 (SEAL)



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