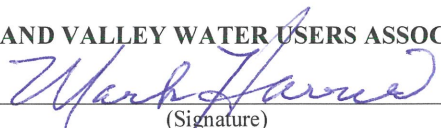
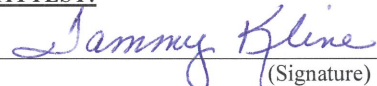
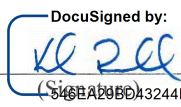



## LOAN CONTRACT AMENDMENT NO. 1

<b><u>State Agency</u></b> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<b><u>Amendment No. 1 Contract Number</u></b> CMS 167453 CT2017-2875
<b><u>Borrower and Address</u></b> Grand Valley Water Users Association	<b><u>Original Contract Number</u></b> CMS 95580 CT2017-2875
<b><u>Current Contract Maximum Amount</u></b> \$0	<b><u>Contract Performance Beginning Date</u></b> 06/23/2017
<b><u>Project Name</u></b> Grand Valley Power Plant Rehabilitation	<b><u>Deauthorization of Loan by CWCB</u></b> 11/18/2020
<b><u>Reason for Modification</u></b> Decrease total loan amount to zero due to close-out of loan	<b><u>Loan Contract Terms</u></b> 2.00% for 30 years <b><u>Loan Contract Repayment Schedule</u></b> No repayment schedule, no funds were disbursed to Borrower

### 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 style="text-align: center;"><b>GRAND VALLEY WATER USERS ASSOCIATION</b></p> <p style="text-align: center;">           (Signature)       </p> <p>Name: <u>MARK HARRIS</u></p> <p>Title: <u>GENERAL MANAGER</u></p> <p>Date: <u>2.15.21</u></p> <p><b>ATTEST:</b></p> <p style="text-align: center;">           (Signature)       </p> <p>Name: <u>Tammy Kline</u></p> <p>Title: <u>Office Manager</u></p> <p>Date: <u>2/15/21</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director</p> <p style="text-align: center;">DocuSigned by:</p> <p style="text-align: center;">           (Signature)       </p> <p>Name: Kirk Russell, P.E., Section Chief Colorado Water Conservation Board</p> <p style="text-align: center;"><b>February 18, 2021   2:41 PM MST</b></p> <p>Date: _____</p>
<p>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</p> <p style="text-align: center;"><b>STATE CONTROLLER</b></p> <p style="text-align: center;">Robert J. DeCicca, MBA, JD</p> <p>By: </p> <p>Name: <u>Ion Cotsapas</u></p> <p>Title: <u>DNR Contracts Director</u></p> <p style="text-align: center;"><b>February 19, 2021   4:28 PM MST</b></p> <p>Amendment Effective Date: _____</p>	

**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 June 23, 2017, for the Grand Valley Power Plant Rehabilitation. Both Parties agree to decrease the total loan amount due to closeout of loan. No payments were ever disbursed to Borrower. Project did not move forward. Deauthorization approved by CWCB on November 18, 2020. The amount of the current loan contract amount is decreased from \$1,717,000.00 (Including the 1% origination fee) to \$0.00. 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 \$0.00, shown on the Signature and Cover Page for this Amendment
- B. The Promissory Note, attached to the Original Loan Contract as Appendix 3, is now cancelled and it shall be marked as such.
- C. The Security Agreement, attached to the Original Loan Contract as Appendix 5, is now cancelled and it shall be marked as such.
- D. The Contract is closed-out and cancelled, as of the Effective Date of this Amendment.

## PROMISSORY NOTE

Date: May 4, 2017

BORROWER: Grand Valley Water Users Association, a Colorado nonprofit corporation

TOTAL LOAN AMOUNT: \$1,717,000.00

INTEREST RATE: 2.0% per annum

TERM OF REPAYMENT: 30 years

LOAN CONTRACT NUMBER: CT2017-2875

ANNUAL LOAN PAYMENT: \$76,663.92

PAYMENT INITIATION DATE\*: \_\_\_\_\_  
(to be filled in at Substantial Completion of Project)

MATURITY DATE\*: \_\_\_\_\_  
(to be filled in at Substantial Completion of Project)

\* Payment Initiation Date and Maturity Date fields are filled in after the project has been substantially completed.

1. 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.
2. Principal and interest shall be payable in annual equal payments as set forth in "Annual Loan Payment" above, with the first payment due and payable one year from the Payment Initiation Date (the date the CWCB determines that the project is substantially complete), 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 15 calendar days of the due date.
5. This PROMISSORY 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 PROMISSORY 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 herewith and cover certain revenues and accounts of the BORROWER. The LOAN CONTRACT and SECURITY INSTRUMENT grant additional rights to the CWCB, including the right to accelerate the

Appendix 3

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maturity of this PROMISSORY 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 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 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 PROMISSORY NOTE shall be governed in all respects by the laws of the State of Colorado.

BORROWER: Grand Valley Water Users  
Association a Colorado nonprofit  
corporation

(SEAL)

Attest:

BY: Joseph C. Bernal

Signature

NAME: Joseph C Bernal

TITLE: President

DATE: May 4, 2017

BY: D. Kim Albertson

Signature

NAME: D. Kim Albertson

TITLE: Secretary

DATE: 5/4/2017

## SECURITY AGREEMENT

DATE: May 4, 2017

BORROWER: GRAND VALLEY WATER USERS ASSOCIATION, A COLORADO NONPROFIT CORPORATION

SECURED PARTY: COLORADO WATER CONSERVATION BOARD

PROMISSORY NOTE: \$1,717,000.00

TERMS OF REPAYMENT: 2.00% INTEREST FOR 30 YEARS

LOAN CONTRACT NUMBER: CT2017-2875

PLEDGED REVENUES: All assessment revenues and all of DEBTOR'S right to receive said revenues to repay the loan as described in PLEDGED REVENUES provisions of the LOAN CONTRACT and DEBTOR'S Resolutions adopted November 10, 2016.

To secure payment of the loan evidenced by the PROMISSORY NOTE payable in accordance with the TERMS OF REPAYMENT, or until all principal, interest, and late charges, if any, are paid in full, the BORROWER grants to SECURED PARTY a security interest in the above described PLEDGED REVENUES.

### BORROWER EXPRESSLY WARRANTS AND COVENANTS

1. That except for the security interest granted hereby and any other security interests described in Section 5 of the LOAN CONTRACT, PROJECT SUMMARY, the BORROWER is the owner of the PLEDGED REVENUES free from any adverse lien, security interest or encumbrances, and that the BORROWER will defend the PLEDGED REVENUES against all claims and demands of all persons at any time claiming the same or any interest therein.
2. That the execution and delivery of this agreement by the BORROWER will not violate any law or agreement governing the BORROWER or to which the BORROWER is a party.
3. To not permit or allow any adverse lien, security interest or encumbrance whatsoever upon the PLEDGED REVENUES and not to permit the same to be attached or replevined.
4. That by its acceptance of the loan money pursuant to the terms of the CONTRACT and by its representations herein, the BORROWER shall be stopped from asserting for any reason that it is not authorized to grant a security interest in the PLEDGED REVENUES pursuant to the terms of this agreement.
5. To pay all taxes and assessments of every nature that may be levied or assessed against the PLEDGED REVENUES.
6. That the BORROWER'S articles of incorporation and by-laws do not prohibit any term or condition of this agreement.

UNTIL DEFAULT BORROWER may have possession of the PLEDGED REVENUES, provided that BORROWER keeps the PLEDGED REVENUES in an account separate from other revenues of BORROWER and does not use PLEDGED REVENUES for any purpose not permitted by the CONTRACT. Upon default, SECURED PARTY shall have the immediate right to the possession of the PLEDGED REVENUES.

**BORROWER SHALL BE IN DEFAULT** under this agreement upon any of the following events or conditions:

- a. default in the payment or performance of any obligation contained herein or in the PROMISSORY NOTE or LOAN CONTRACT;
- b. dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law of, by or against the BORROWER; or



- c. the making or furnishing of any warranty, representation or statement to SECURED PARTY by or on behalf of the BORROWER which proves to have been false in any material respect when made or furnished.

Upon such default and at any time thereafter, SECURED PARTY shall have the remedies of a secured party under Article 9 of the Colorado Uniform Commercial Code. SECURED PARTY may require the BORROWER to deliver or make the PLEDGED REVENUES available to SECURED PARTY at a place to be designated by SECURED PARTY, which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling or the like shall include SECURED PARTY's reasonable attorney's fees and legal expenses.

The SECURED PARTY 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 SECURITY AGREEMENT. No default shall be waived by SECURED PARTY except in writing, and no waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this SECURITY AGREEMENT shall not waive or impair any other security SECURED PARTY may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this SECURITY AGREEMENT; but SECURED PARTY shall retain its rights of set-off against the BORROWER. In the event court action is deemed necessary to enforce the terms and conditions set forth herein, said action shall only be brought in the District Court for the City and County of Denver, State of Colorado, and the BORROWER consents to venue and personal jurisdiction in said Court.

All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of the BORROWER shall bind its successors or assigns.

BORROWER: Grand Valley Water Users Association, a Colorado nonprofit corporation

(SEAL)

Attest:

By: Joseph C. Bernal  
Signature

NAME: Joseph C. Bernal

TITLE: President

DATE: May 4, 2017

BY: D. Kim Albertson  
Signature

NAME: D. Kim Albertson

TITLE: Secretary

DATE: 5/4/2017