

LOAN CONTRACT AMENDMENT NO. 1

<u>State Agency</u> Department of Natural Resources Colorado Water Conservation Board (CWCBC) 1313 Sherman St, Room 715 Denver, CO 80203	<u>Amendment No. 1 Contract Number</u> CMS 167058 CT2016-2047
<u>Borrower and Address</u> Center of Colorado Water Conservancy District	<u>Original Contract Number</u> CMS 72476 C150406A
<u>Current Contract Maximum Amount</u> \$0	<u>Contract Performance Beginning Date</u> 10/16/2015
<u>Project Name</u> Chatfield Reservoir Reallocation First Cost of Storage	<u>Deauthorization of Loan by CWCBC</u> 11/18/2020
<u>Reason for Modification</u> Decrease total loan amount to zero due to close-out of loan	<u>Loan Contract Terms</u> 2.50% for 15 years <u>Loan Contract Repayment Schedule</u> 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>Center of Colorado Water Conservancy District</p> <p><u><i>R. Briggs Cunningham</i></u> (Signature)</p> <p>Name: <u>Briggs Cunningham</u></p> <p>Title: <u>President</u></p> <p>Date: <u>5/12/21</u></p> <p><u>ATTEST:</u></p> <p><u><i>Elizabeth McVicker</i></u> (Signature)</p> <p>Name: <u>Elizabeth McVicker</u></p> <p>Title: <u>Secretary</u></p> <p>Date: <u>5/12/21</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director</p> <p style="text-align: center;">DocuSigned by: <u><i>Kirk Russell</i></u> (Signature) 346EA29BD43244E...</p> <p>Name: <u>Kirk Russell, P.E., Section Chief</u> Colorado Water Conservation Board</p> <p>Date: <u>May 21, 2021 6:47 AM MDT</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 Jaro, CPA, MBA, JD

DocuSigned by:
Jon Cotsapas
 10MEC018300...

By: _____

Name: _____

Title: DNR Contracts Director

Amendment Effective Date: May 21, 2021 | 9:33 AM MDT

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 October 16, 2015, for the Chatfield Reservoir Reallocation, First Cost of Storage. 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 by \$94,637.00 from \$94,637.00 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 2, is now canceled and it shall be marked as such.
- C. The Security Agreement, attached to the Original Loan Contract as Appendix 4, is now canceled and it shall be marked as such.
- D. The Contract is closed-out and canceled, as of the Effective Date of this Amendment.

PROMISSORY NOTE

Date: October 14, 2015

Borrower: Center of Colorado Water Conservancy District, a Colorado Title
37 Water Conservancy District

Principal Amount: \$94,637.00

Interest Rate: 2.50% per annum

Term of Repayment: 15 years

Contract Number: CT2016-2047

Loan Payment: \$7,643.50

Payment Initiation Date*: _____

Maturity Date*: _____

* 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 equal Loan Payments, with the first payment due and payable one year from 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 of even date and amount and covers the tax revenues. The LOAN CONTRACT and SECURITY AGREEMENT grant additional rights to the CWCB.

8. 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 PROMISSORY 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.
11. This Note is issued pursuant to and under the authority of §11-57-210, C.R.S. and §31-35-413, C.R.S., and pursuant to such statutes, the foregoing recital shall be conclusive evidence of the validity and the regularity of the issuance of this Note after its delivery for value, shall conclusively impart full compliance with all of the provisions of Title 31, Article 35, Part 4, C.R.S., and this Note containing such recital shall be incontestable for any cause whatsoever after its delivery for value.
12. This Note, including the interest hereon, is payable solely from the Pledged Revenues, does not constitute a debt or indebtedness of the BORROWER within the meaning of any constitutional or statutory provision or limitation, and shall not be considered or held to be a general obligation of the BORROWER.

BORROWER: Center of Colorado Water
Conservancy District, a Colorado Title 37
Water Conservancy District

(SEAL)

By


Signature

NAME:

Elizabeth R. Mulliken

TITLE:

president

DATE:

10/14/2015

Attest:

By


Signature

NAME:

Craig Sternmetz

TITLE:

Treasurer

DATE:

10/14/2015

SECURITY AGREEMENT

(PLEDGE OF REVENUES)

DATE: October 14, 2015

DEBTOR: Center of Colorado Water Conservancy District, a Colorado Title 37 Water Conservancy District

SECURED PARTY: Colorado Water Conservation Board

PROMISSORY NOTE: \$94,637.00

TERMS OF REPAYMENT: 2.50% per annum for 15 years

CONTRACT NUMBER: CT2016-2047

COLLATERAL: Pledged Revenues, from DEBTOR's property tax revenues, are pledged to repay the loan as described in Pledge of Revenues provisions of the LOAN CONTRACT, the DEBTOR's RESOLUTION dated October 7, 2015, and the tax levy approved by the voters of the District, pursuant to the 2010 ballot question and incorporated herein by reference.

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 DEBTOR grants to SECURED PARTY a security interest in the above described Pledged Revenues hereinafter "COLLATERAL".

DEBTOR 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, DEBTOR is the owner of the COLLATERAL free from any adverse lien, security interest or encumbrances; and that DEBTOR will defend the COLLATERAL 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 DEBTOR will not violate any law or agreement governing DEBTOR or to which DEBTOR is a party.
3. To not permit or allow any adverse lien, security interest or encumbrance whatsoever upon the COLLATERAL 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, DEBTOR shall be estopped from asserting for any reason that it is not authorized to grant a security interest in the COLLATERAL pursuant to the terms of this agreement.

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

DEBTOR 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 DEBTOR; or
- c. the making or furnishing of any warranty, representation or statement to SECURED PARTY by or on behalf of DEBTOR 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 Section 11-57-208, Colorado Revised Statutes, as amended. SECURED PARTY may require DEBTOR to deliver or make the COLLATERAL 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 DEBTOR written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the DEBTOR 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 DEBTOR. 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 DEBTOR 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 DEBTOR shall bind its successors or assigns.

DEBTOR: Center of Colorado Water Conservancy
District, a Colorado Title 37 Water Conservancy
District

(SEAL)

Attest:

By

Craig Stinner
Signature

NAME:

Craig Stinner

TITLE:

Treasurer

DATE:

10/14/2015

By

Elizabeth R. McNicker
Signature

NAME:

Elizabeth R. McNicker

TITLE:

president

DATE:

10/14/2015