

EXHIBIT A

CONSENT TO THE ISSUANCE OF ADDITIONAL OBLIGATIONS

The undersigned, on behalf of Wells Fargo Bank, N.A. (the "Bank") and the Genesee Water and Sanitation District, Colorado (the "District"), hereby certify and agree as follows:

1. The District previously entered into a Mortgage and Loan Agreement dated as of April 1, 2012 (the "Loan Agreement"), by and between the District, Genesee Water and Sanitation Building Authority, and the Bank. All capitalized terms used herein and not otherwise defined have the meanings given to them in the Loan Agreement.

2. Pursuant to the Loan Agreement, the District is required to obtain the written consent of the Bank prior to issuing any Additional Debt.

3. The District hereby certifies that it is in compliance with existing covenants relating to the Lease Revenue Bonds and that the Pro Forma Debt Service Coverage Ratio, as described in Article 8.1(b), is at least 1.10X, as shown in **Exhibit A** hereto.

4. The District previously entered into a loan contract, a security agreement and a promissory note in the amount of \$4,242,000 with the Colorado Water Conservation Board on May 13, 2021 (the "2021 Financing Documents").

5. The District intends to enter into an amended loan contract, an amended security agreement, and an amended promissory note in the amount of \$5,555,000 with the Colorado Water Conservation Board (the "2022 Financing Documents") to amend the 2021 Financing Documents and hereby requests that the Bank consent to the execution of delivery of the 2022 Financing Documents.

6. Subject to the terms and conditions contained herein, the Bank hereby consents to the execution and delivery of the 2022 Financing Documents by the District. This consent is limited to the extent explicitly set forth above and shall not serve to waive compliance with Article 8.16(h) of the Loan Agreement or to waive any other terms, covenants or provisions of the Loan Agreement, or any obligations of the District or the Corporation. Furthermore, this consent shall in no way serve as a waiver of any default or Event of Default under the Loan Agreement.

7. All terms and conditions of the Loan Agreement remain unchanged and in full force and effect.

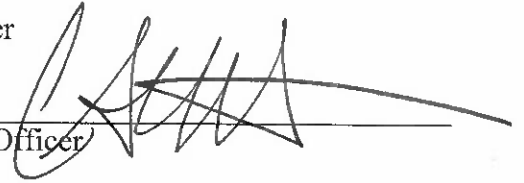
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Dated this 7th day of December, 2022.

WELLS FARGO BANK, N.A.

Christine Iskander

By _____
Authorized Officer

A handwritten signature in black ink, appearing to be 'Christine Iskander', written over a horizontal line.

GENESEE WATER AND SANITATION
DISTRICT

By: _____
District Manager

Dated this 7th day of December, 2022.

WELLS FARGO BANK, N.A.

By _____
Authorized Officer

GENESEE WATER AND SANITATION
DISTRICT

By: 
District Manager

PARITY BONDS CERTIFICATE
GENESEE WATER AND SANITATION DISTRICT
ACTING BY AND THROUGH THE
GENESEE WATER AND SANITATION DISTRICT ENTERPRISE

IT IS HEREBY CERTIFIED by the undersigned representative of Simmons & Wheeler, Independent Auditor, that:

- (1) I am a certified public accountant licensed by the State of Colorado.
- (2) The Enterprise has previously executed and delivered a Loan Agreement with the Colorado Water Resources and Power Development Authority (the “CWRPDA”) dated as of December 11, 2015 (the “CWRPDA Loan Agreement”) and issued a governmental agency bond to evidence a loan made by the CWRPDA to the District in the principal amount of \$2,500,000 (the “Prior Parity Obligation”).
- (3) The Enterprise has previously executed and delivered a loan contract with the Colorado Water Conservation Board (the “CWCB Loan”) in the principal amount of \$4,242,000 at 2.5% interest with annual payments of \$168,985.30 to be payable over a 40 year term commencing upon the completion of the project.
- (4) Subsequent to the execution and delivery of the CWCB Loan, it was determined that the project could not be constructed within the original budget, so the CWCB Loan was increased to \$5,555,000 bearing interest at a rate of 2.5% with annual payments of \$221,290 per year for 40 years commencing upon the completion of the project (the CWCB Loan is referred to herein as the “Proposed Parity Obligation”).
- (5) All capitalized terms used herein not otherwise defined have the meanings provided in the CWRPDA Loan Agreement and the CWCB Loan.
- (6) Under the terms of the CWRPDA Loan Agreement, the Enterprise may issue additional obligations payable out of, or secured by a lien or charge on the Pledged Property that is on a parity with the lien or charge of the Prior Parity Obligation on the Pledged Property if the Net Revenue for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued was at least equal to the sum of (a) 110% of the maximum annual debt service of (i) the Prior Parity Obligation and (ii) all other outstanding obligations of the Enterprise payable out of, or secured by a lien or charge on, the Pledged Property, which is on a parity with the lien or charge of the Prior Parity Obligation on the Pledged Property, and (iii) such

proposed obligations to be issued, and (b) the maximum annual debt service due in any one year on all obligations payable out of, or secured by a lien or charge on the Pledged Property that is subordinate to the lien or charge of the Prior Parity Obligation on the Pledged Property.

(7) Under the terms of the CWCB Loan, for the 12 consecutive months out of 18 months immediately preceding the date of issuance of the Proposed Parity Obligations, the Enterprise revenues are sufficient to pay its annual operating and maintenance expenses, annual debt service on all outstanding indebtedness having a lien on the Pledged Revenue, including the CWCB Loan, and the annual debt service on the proposed indebtedness. The analysis of the revenue shall be based on the Enterprise's current rate structure or rate structure most recently adopted and no more than 10% of the total revenue may originate from tap and/or connection fees.

(8) The Net Revenue, as defined in the resolution authorizing the Proposed Parity Obligation and the Loan Contract as amended, for any 12 consecutive months of the 18 months preceding the month in which the Proposed Parity Obligation is to be issued was \$536,733 (Net Revenue from September 1, 2021 through August 31, 2022) as shown in Exhibit A.

(9) The Combined Maximum Annual Principal and Interest Requirements of the Prior Parity Obligations and the Proposed Parity Obligation proposed to be issued on the date hereof and the Combined Maximum Annual Principal and Interest Requirements on all indebtedness and other obligations payable from the Pledged Revenues is \$346,290.28 occurring from 2023 through 2034 as shown in Exhibit B.

(10) 110% of the amount described in Item (9) above is \$380,919.31, which does not exceed the amount in Item (8) above.

WITNESS my hand this October 19, 2022.

SIMMONS & WHEELER, P.C.

Simmons & Wheeler P.C.

Independent Accountant

EXHIBIT A

PLEDGED REVENUE

EXHIBIT B

COMBINED MAXIMUM ANNUAL DEBT SERVICE REQUIREMENTS

DEBT SERVICE COVERAGE FACTOR

Exhibit B

**GENESEE WATER AND SANITATION DISTRICT, COLORADO,
ACTING BY AND THROUGH ITS WATER AND SANITATION DISTRICT ENTERPRISE
Combined Maximum Annual Principal and Interest Requirements
Series 2015 and 2021 Amended
For the Years ended December 31, 2021 through December 31, 2062**

	Series 2015 Principal (1)	Coupon	Series 2015 Annual Total	Series 2021 Amended Principal	Coupon	Interest	Series 2022 Annual Total	Annual Total
5/1/2021	62,500	0.00%						
11/1/2021	62,500	0.00%	125,000					125,000.00
5/1/2022	62,500	0.00%						
11/1/2022	62,500	0.00%	125,000					125,000.00
5/1/2023	62,500	0.00%						
6/1/2023				82,415.28	2.50%	138,875.00	221,290.28	
11/1/2023	62,500	0.00%	125,000					346,290.28
5/1/2024	62,500	0.00%						
6/1/2024				84,475.66	2.50%	136,814.62	221,290.28	
11/1/2024	62,500	0.00%	125,000					346,290.28
5/1/2025	62,500	0.00%						
6/1/2025				86,587.55	2.50%	134,702.73	221,290.28	
11/1/2025	62,500	0.00%	125,000					346,290.28
5/1/2026	62,500	0.00%						
6/1/2026				88,752.24	2.50%	132,538.04	221,290.28	
11/1/2026	62,500	0.00%	125,000					346,290.28
5/1/2027	62,500	0.00%						
6/1/2027				90,971.05	2.50%	130,319.23	221,290.28	
11/1/2027	62,500	0.00%	125,000					346,290.28
5/1/2028	62,500	0.00%						
6/1/2028				93,245.32	2.50%	128,044.96	221,290.28	
11/1/2028	62,500	0.00%	125,000					346,290.28
5/1/2029	62,500	0.00%						
6/1/2029				95,576.46	2.50%	125,713.82	221,290.28	
11/1/2029	62,500	0.00%	125,000					346,290.28
5/1/2030	62,500	0.00%						
6/1/2030				97,965.87	2.50%	123,324.41	221,290.28	
11/1/2030	62,500	0.00%	125,000					346,290.28
5/1/2031	62,500	0.00%						
6/1/2031				100,415.02	2.50%	120,875.26	221,290.28	
11/1/2031	62,500	0.00%	125,000					346,290.28
5/1/2032	62,500	0.00%						
6/1/2032				102,925.39	2.50%	118,364.89	221,290.28	
11/1/2032	62,500	0.00%	125,000					346,290.28
5/1/2033	62,500	0.00%						
6/1/2033				105,498.53	2.50%	115,791.75	221,290.28	
11/1/2033	62,500	0.00%	125,000					346,290.28
5/1/2034	62,500	0.00%						
6/1/2034				108,135.99	2.50%	113,154.29	221,290.28	
11/1/2034	62,500	0.00%	125,000					346,290.28
5/1/2035	62,500	0.00%						
6/1/2035				110,839.39	2.50%	110,450.89	221,290.28	
11/1/2035	62,500	0.00%	125,000					346,290.28
6/1/2036				113,610.37	2.50%	107,679.91	221,290.28	221,290.28
6/1/2037				116,450.63	2.50%	104,839.65	221,290.28	221,290.28
6/1/2038				119,361.90	2.50%	101,928.38	221,290.28	221,290.28
6/1/2039				122,345.95	2.50%	98,944.33	221,290.28	221,290.28
6/1/2040				125,404.59	2.50%	95,885.69	221,290.28	221,290.28
6/1/2041				128,539.71	2.50%	92,750.57	221,290.28	221,290.28
6/1/2042				131,753.20	2.50%	89,537.08	221,290.28	221,290.28
6/1/2043				135,047.03	2.50%	86,243.25	221,290.28	221,290.28
6/1/2044				138,423.21	2.50%	82,867.07	221,290.28	221,290.28
6/1/2045				141,883.79	2.50%	79,406.49	221,290.28	221,290.28
6/1/2046				145,430.88	2.50%	75,859.40	221,290.28	221,290.28
6/1/2047				149,066.66	2.50%	72,223.62	221,290.28	221,290.28
6/1/2048				152,793.32	2.50%	68,496.96	221,290.28	221,290.28
6/1/2049				156,613.15	2.50%	64,677.13	221,290.28	221,290.28
6/1/2050				160,528.48	2.50%	60,761.80	221,290.28	221,290.28

DEBT SERVICE COVERAGE FACTOR

Exhibit B

GENESEE WATER AND SANITATION DISTRICT, COLORADO,
ACTING BY AND THROUGH ITS WATER AND SANITATION DISTRICT ENTERPRISE
Combined Maximum Annual Pricipal and Interest Requirements
Series 2015 and 2021 Amended
For the Years ended December 31, 2021 through December 31, 2062

	Series 2015		Series 2015	Series 2021			Series 2022	
	Principal (1)	Coupon	Annual Total	Amended	Coupon	Interest	Annual Total	Annual Total
				Principal				
6/1/2051				164,541.70	2.50%	56,748.58	221,290.28	221,290.28
6/1/2052				168,655.24	2.50%	52,635.04	221,290.28	221,290.28
6/1/2053				172,871.62	2.50%	48,418.66	221,290.28	221,290.28
6/1/2054				177,193.41	2.50%	44,096.87	221,290.28	221,290.28
6/1/2055				181,623.24	2.50%	39,667.04	221,290.28	221,290.28
6/1/2056				186,163.83	2.50%	35,126.45	221,290.28	221,290.28
6/1/2057				190,817.92	2.50%	30,472.36	221,290.28	221,290.28
6/1/2058				195,588.37	2.50%	25,701.91	221,290.28	221,290.28
6/1/2059				200,478.08	2.50%	20,812.20	221,290.28	221,290.28
6/1/2060				205,490.03	2.50%	15,800.25	221,290.28	221,290.28
6/1/2061				210,627.28	2.50%	10,663.00	221,290.28	221,290.28
6/1/2062				215,892.66	2.50%	5,397.32	221,289.98	221,289.98
	<u>1,875,000.00</u>		<u>1,875,000.00</u>	<u>5,555,000.00</u>		<u>3,296,610.89</u>	<u>8,851,610.89</u>	<u>10,726,610.89</u>