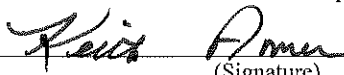
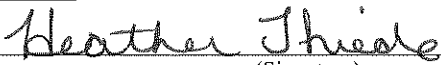
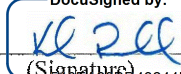


LOAN CONTRACT AMENDMENT NO. 1

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 177038 CT2021-3927
Borrower Tunnel Water Company	Original Contract Number CMS 168012 CT2021-3927
Current Contract Maximum Amount \$1,198,066.75 (includes CWCB 1% loan origination fee)	Contract Performance Beginning Date 04/06/2021
Project Name Rawah Ditch Tunnel Rehabilitation	Contract Performance End Date 06/01/2022
Reason for Modification Decrease total loan amount due to substantial completion of project.	Loan Contract Terms 1.70% for 30 years Loan Contract Repayment Schedule Payment Initiation Date: 06/01/2022 Loan Maturity Date: 06/01/2052

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.

BORROWER Tunnel Water Company  (Signature) Name: <u>Keith Amen</u> Title: <u>President</u> Date: <u>8-19-2022</u> ATTEST:  (Signature) Name: <u>Heather Thiede</u> Title: <u>Secretary / Treasurer</u> Date: <u>8-19-2022</u>	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board DocuSigned by:  (Signature) Name: Kirk Russell, P.E., Section Chief Date: <u>September 19, 2022 10:29 AM MDT</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 Jaros, CPA, MBA, JD DocuSigned by: By: <u>Ion Cotsapas</u> (Signature) Name: <u>Ion Cotsapas</u> Title: <u>DNR Procurement Director</u> Amendment Effective Date: <u>September 22, 2022 10:54 AM MDT</u>	

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Borrower, and the State.

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 April 2021, for the Rawah Ditch Tunnel Rehabilitation. Both parties agree to decrease the total loan amount due to substantial completion of the project. The project was completed and the parties agree to amend the contract to reduce the final loan amount. The amount of the current loan contract is decreased by \$973,433.25 from \$2,171,500.00 to \$1,198,066.75 (amounts include the 1% origination fee) in consideration of substantial completion of the project. 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 \$1,198,066.75, shown on the Signature and Cover Page for this Amendment.
- 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 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 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 shall be recorded with the Larimer County Clerk and Recorder.
- E. The Special Provisions contained in the Contract are hereby modified as follows:
 - i. The Special Provision titled “Prohibited Terms” is replaced in its entirety with:

“PROHIBITED TERMS. Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. ”
 - ii. The Special Provision titled “Public Contracts with Natural Persons” is deleted.
 - iii. The Special Provision titled “Public Contracts with Natural Persons” is deleted.

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 CT2021-3927
AMENDMENT TO THE PROMISSORY NOTE**

Date: August 26, 2022
Borrower: Tunnel Water Company
Principal Amount: \$1,198,066.75
Term of Repayment: 1.70% for 30 years
Loan Contract No.: CT2021-3927
Loan Payment: \$51,312.32
Payment Initiation Date: June 1, 2022
Maturity Date: June 1, 2052

FOR VALUE RECEIVED, the Borrower promises to pay the Colorado Water Conservation Board ("CWCBC"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the Loan Contract and this promissory note.

This Amendment to Promissory Note, in the amount of **\$1,198,066.75** *shall replace and supersede* the Original Promissory Note attached to the Original Contract as Appendix 3.

1. 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.
2. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street Room 718, Denver, Colorado 80203.
3. The CWCBC may impose a late charge in the amount of 5% of the annual payment if the CWCBC does not receive the annual payment within 15 calendar days of the due date.
4. 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.
5. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
6. This Note is issued pursuant to the Loan Contract between the CWCBC and the Borrower. The Loan Contract creates security interests in favor of the CWCBC to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement ("Security Instruments") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the Borrower. The Loan Contract and Security Instruments grant additional rights to the CWCBC, including the right to accelerate the maturity of this Note in certain events.

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 CWCBC 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 CWCBC 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.

The Borrower and any co-signer or guarantor hereby agree 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.

This Note shall be governed in all respects by the laws of the State of Colorado.

(S E A L)

Attest:

By Heather Thiede
Signature
Name Heather Thiede
Title Secretary / Treasurer
Date 8/26/2022

Borrower: Tunnel Water Company

By Keith Amen
Signature
Name Keith Amen
Title President
Date 8-26-2022

**APPENDIX B, AMENDMENT NO. 1 TO LOAN CONTRACT CT2021-3927
AMENDMENT TO SECURITY AGREEMENT**

Debtor: Tunnel Water Company
Secured Party: Colorado Water Conservation Board
Revised Loan Amount: \$1,198,066.75
Term of Repayment: 30 years of amortized payments or until loan is paid in full
Interest Rate: 1.70%
Loan Contract Number: CT2021-3927

1. The Parties have amended the Original Loan Contract and Promissory Note to decrease the loan amount by \$973,433.25 from \$2,171,500.00 to \$1,198,066.75 due to substantial completion of the Project and hereby amend the original Security Agreement, attached as Appendix 5.
2. The Parties expressly agree that this Amendment to Security Agreement is supplemental to the Security Agreement and all terms, conditions, and provisions thereof, unless specifically modified below, are to apply to this Amendment to Security Agreement as though they were expressly rewritten, incorporated, and included herein.
3. Collateral for the loan remains the same.

Debtor: Tunnel Water Company

By Keith Amen
Signature

Attest:
By Donald E Frick
Signature

Name Keith Amen
Title President

Name Donald E Frick
Title General Manager
Date 8/26/22

Date 8-26-2022

**Appendix C, Amendment No. 1 to Loan Contract CT2021-3927
Amendment to Deed of Trust**

Date: August 26, 2022
Grantor (Borrower): Tunnel Water Company
Beneficiary (Lender): Colorado Water Conservation Board
Lender Address: 1313 Sherman Street, Room 718, Denver,
Colorado, 80203
Date of Original Deed of Trust: 03/19/2021
Recorded Date of Original Deed of Trust: 04/28/2021
County of Recording ("County"): Larimer
Deed of Trust Recording Information: Reception Number 20210042470
Loan Contract Number: CT20121-3927
Promissory Note: \$1,198,066.75; 1.70%; 30 years
Pledged Property: No change to pledged property per original Deed of
Trust

This Amendment to Original Deed of Trust is between the Grantor and the Public Trustee of the Boulder County, State of Colorado.

The Original Deed of Trust, recorded in Larimer County, 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 Deed of Trust to decrease the total loan amount.

NOW THEREFORE, the CWCB and Grantor agree that:

1. This Amendment to Deed of Trust, Appendix C, Amendment No. 1 to Contract Number CT2021-3927, *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix 6. The original Deed of Trust was recorded in Larimer County and is incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$1,198,066.75 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2021-3927, 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: Tunnel Water Company

By Keith Amen
Signature

Name Keith Amen

Title President

Date 8-26-2022

ATTEST:

By Donald E Frick
Signature

Name Donald E Frick

Title General Manager

Date 8/26/22

NOTARY REQUIRED

State of Colorado)
County of Larimer) ss.

The foregoing instrument was acknowledged before me on August 26, 2022 by

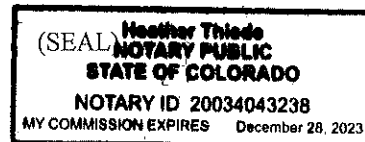
Keith Amen (Name) as President (Title) and

Don Frick (Name) as General Mgr (Title)

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

Heather Thiele
Notary Public

My commission expires on 12/28/2023



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