


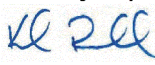
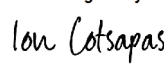
CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St., Room 718 Denver, CO 80203	Original Contract Number CMS 178999 CT 2023*2580
Contractor Morrisania Water Supply Company	Amendment Contract Number Amendment #1, CMS 183474
Project Name Ditch Rehabilitation Project	Loan Contract Project Performance Beginning Date October 18, 2022 Loan Contract Project Performance End Date May 1, 2023
Current Contract Maximum Amount \$101,000.00 (includes CWCB 1% loan origination fee)	Loan Contract Terms 2.45% for 20 years Loan Contract Repayment Schedule Payment Initiation Date: May 1, 2024 Loan Maturity Date: May 1, 2043
Reason for Modification Decrease total loan amount due to substantial completion of project.	

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.

CONTRACTOR Morrisania Water Supply Company  By: Name & Title of Person Signing for Contractor Date: <u>5-15-23</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Natural Resources n Gibbs, Executive Director DocuSigned by:  546EA29BD43244E... (Signature) By: Kirk Russell, P.E., Section Chief Colorado Water Conservation Board Date: May 18, 2023 12:02 PM MDT
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:  70E3DF1B09EE4E8... Amendment Effective Date: May 22, 2023 4:23 PM MDT	

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 Contractor, 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 and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§2.B** of this Amendment.

B. Amendment Term

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 and shall terminate on the termination of the Contract.

4. **PURPOSE**

The borrower was approved for a CWCB loan contract, in September 2022, for the Headgate Rehabilitation and Pipeline Installation. 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 \$40,400.00 from \$141,400.00 to \$101,000.00 (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 Contract Maximum loan contract amount shown on the Signature and Cover Page for this Amendment is hereby deleted and replaced with the Current Contract Maximum Amount of \$101,000.00.
- 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 Garfield County Clerk and Recorder.

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