

LOAN CONTRACT AMENDMENT NO. 1

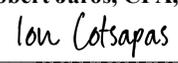
<p><u>State Agency</u> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203</p>	<p><u>Amendment No. # Contract Number</u> CMS 184538 CT2019-2099</p>
<p><u>Borrower and Address</u> Ogilvy Irrigating and Land Company 822 7th Street, Suite 760 Greeley, CO 80631</p>	<p><u>Original Contract Number</u> CMS 112083 CT 2019-2099</p>
<p><u>Current Contract Maximum Amount</u> \$ 2,274,520.00</p>	<p><u>Loan Contract Project Performance Beginning Date:</u> February 15, 2019</p>
<p><u>Project Name</u> Seeley Reservoir Dredging</p>	<p><u>Loan Contract Project Performance End Date:</u> Seven (7) Years from Project Performance Beginning Date or upon the date of CWCB's Notice of Project Substantial Completion of the Project</p>
<p><u>Reason for Modification</u> The purpose of this modification is to extend the Project Performance End Date to 12/31/2025</p>	<p><u>Loan Contract Terms</u> 1.7% for 30years <u>Loan Contract Repayment Schedule</u> Loan not currently in repayment</p>

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;">BORROWER</p> <p>DocuSigned by:  Ogilvy Irrigating and Land Company _____ (Signature) Name: <u>Stephen Kramer</u> Title: <u>board member</u> Date: <u>June 27, 2023 8:54 AM PDT</u></p> <p><u>ATTEST:</u> _____ NA (Signature) Name: _____ Title: _____ Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director</p> <p>DocuSigned by:  Colorado Water Conservation Board _____ (Signature) Name: <u>Kirk Russell, P.E., Section Chief</u> Date: <u>June 23, 2023 8:01 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 Paris, CPA, MBA, JD
 By: 

 Name: Ion Cotsapas
 Title: DNR Procurement Director

Amendment Effective Date: June 27, 2023 | 11:31 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 for the Seeley Reservoir Dredging project on May 23, 2018. This amendment adds two (2) years to the Project Performance End Date.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Original Project Performance End Date shown on the Signature and Cover Page for this Amendment is hereby deleted and replaced with the Current Project Performance End Date.
- B. 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 for Services” 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.