

APPENDIX 3, PROMISSORY NOTE

Date: 1/31/2024
Borrower: Grand View Canal Irrigation Company
Total Loan Amount: \$505,000.00
Interest Rate: 2.00% per annum
Term of Repayment: 30 years
Loan Contract Number: CT2024-3469
Annual Loan Payment: \$22,548.21
Payment Initiation Date*: (To be filled in at Substantial Completion of Project)
Maturity Date*: (To be filled in at Substantial Completion of Project)

* 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 Contract and this Promissory Note.
2. Principal and interest shall be payable in annual equal payments as set forth in "Annual Loan Payment" above, with the first payment due and payable one year from the 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 five percent (5%) of the annual payment if the CWCB does not receive the annual payment within sixty (60) calendar days of the due date. At the discretion of the CWCB, and if the Borrower requests in writing with sufficient justification, the late fee may be waived by the CWCB. CWCB will review the request from the Borrower, and may, in its sole discretion, choose to waive the late fee.
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. This Promissory Note is issued pursuant to the Contract between the CWCB and the Borrower. The 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: Security Agreement and Deed of Trust ("Security Instruments") of even date and amount herewith and cover the Pledged Revenues and Pledged Property. The Contract and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Promissory Note in certain events.
7. If any annual payment is not paid when due or any default under the Contract or the Security Instruments securing this Promissory Note occurs, the CWCB 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 seven percent (7%) per annum from the date of default. The CWCB shall give the Borrower written notice of any alleged default and an opportunity to cure within sixty (60) days of receipt of such notice before the Borrower shall be considered in default for purposes of this Promissory Note.

8. The Borrower hereby agrees 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.
9. This Promissory Note is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State thereunto enabling. Specifically, but not by way of limitation, the Contract and this Promissory Note are authorized pursuant to and under the authority of Title 31, Article 35; Title 37, Article 45.1; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., and Section 31-35-413, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of this Promissory Note and the Promissory Note shall be incontestable for any cause whatsoever after its delivery for value.

Borrower:

By: Mark LeValley
Signature

Attest:

Name: MARK LEVALLEY

Title: President

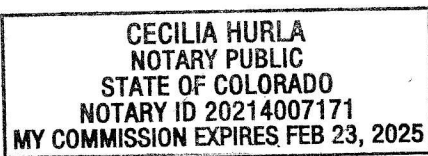
Date: 2-16-24

By: Cecilia Hurla
Signature

Name: Cecilia Hurla

Title: Notary Public

Date: 2/16/24



Appendix 4

Resolutions of the Board of Directors of the Grand View Canal Irrigation Company

Crawford The Board of Directors of the Grand View Canal Irrigation Company, (Company), at a meeting held on 7-13-2023 at 7-13-2023, Colorado, adopted the following resolutions concerning a secured loan from the State of Colorado Water Conservation Board (CWCB), for the purpose of Grandview Canal Improvements (Project), in an amount not to exceed \$505,000.00 which includes the CWCB Origination Fee of one percent (1%) of the Base Loan Amount.

At said meeting, the BOARD charged that these resolutions are irrevocable during the term of the loan and, pursuant to the Company's bylaws, authorized the President and Corporate Secretary, RESOLVED as follows.

1. to enter into and comply with the terms of this Contract with the Colorado Water Conservation Board for a loan in an amount not to exceed \$505,000.00, as needed to finance the Project costs, including the CWCB Origination Fee of one percent (1%), and
2. to levy and collect assessments from the shareholders in an amount sufficient to pay the annual amounts due under the Contract, and to pledge assessment revenues and the Company's right to receive said revenues for repayment of the loan, and
3. to place said pledged revenues in a special account separate and apart from other Company revenues, and
4. to make the annual payments required by the Promissory Note and to make annual deposits to a debt service reserve fund, and
1. to pledge to pledge (i) an irrevocable (but not exclusive) pledge to the CWCB of the pledged revenues in such amount as is necessary to make each annual payment due under this Loan Contract, (ii) an assessment covenant; and (iii) annual financial reporting and (iv) the Project's diversion structure and sedimentation basin for the loan, and
5. to execute all documents as required by the Contract, including, but not limited to, a Promissory Note, Security Agreement and Deed of Trust, necessary to convey a security interest in said property to the CWCB, and
6. to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan.

CERTIFICATION

The undersigned, the President and the Corporate Secretary hereby certify that the foregoing are true and correct copies of resolutions duly adopted at a meeting of the Company's Board of Directors duly called and held as above recited, pursuant to the Company's bylaws, and that said resolutions have not been amended or rescinded.

Given under our hands and the seal of the Company the 16th day of February 2024.
(S E A L)

By: MARK LEVALLEY
Signature

Name: MARK LEVALLEY

Title: President

Date: 2-16-24

ATTEST:

By: Cecilia Hurla
Signature

Name: Cecilia Hurla

Title: Notary Public

Date: 2/16/24

CECILIA HURLA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214007171
MY COMMISSION EXPIRES FEB 23, 2025