

LOAN CONTRACT AMENDMENT NO. 1

<u>State Agency</u> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<u>Amendment No. # 1 Contract Number</u> CMS 195920 CT2017-915
<u>Borrower and Address</u> The Duke Ditch Company 503 North 2 nd Hotchkiss, CO 81419	<u>Original Contract Number</u> CMS 88645
<u>Contract Maximum Amount</u> \$ 0.00	<u>Contract Performance Beginning Date</u> 8/2/2016
<u>Project Name</u> Piping the Duke Ditch Project	<u>Contract Performance End Date</u> The effective date of this Amendment #1
<u>Reason for Modification</u> This loan has been deauthorized. This amendment will reduce the Contract Maximum Amount to \$0.00 and the Performance End Date will be the effective date of this amendment.	

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 style="text-align: center;">The Duke Ditch Company</p> <p>_____</p> <p style="text-align: center;">(Signature)</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: center;"><u>ATTEST:</u></p> <p>_____</p> <p style="text-align: center;">(Signature)</p> <p>Name: _____</p> <p>Title: _____</p> <p>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 Colorado Water Conservation Board</p> <p>_____</p> <p style="text-align: center;">(Signature)</p> <p>Name: Kirk Russell, P.E., Section Chief</p> <p>Date: _____</p>
---	---

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

By: _____

Name: _____

Title: _____

Amendment Effective Date: _____

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, in March 2016, for the Piping the Duke Ditch project. The loan was de-authorized in November 2024 and the parties agree to amend the contract to reduce the loan amount to \$0.00. The amount of the current loan contract is decreased by \$90,900.00 from \$90,900.00 to \$0.00. 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 amount is hereby deleted and replaced with the Current Contract Maximum Amount of \$0.00 shown on the Signature and Cover Page for this Amendment.
- B. The Original Performance Period End Date is hereby deleted and replaced with the Performance Period End Date of the effective date of this Amendment#1 shown on the Signature and Cover Page for this Amendment.

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.