FIRST AMENDMENT TO THE LEDGE ROCK WATER AND SEWER PIPELINE ESCROW AGREEMENT

THIS FIRST AMENDMENT TO THE LEDGE ROCK WATER AND SEWER PIPELINE ESCROW AGREEMENT (the "First Amendment") is made and entered into as of , 20 (the "Effective Date") by and between THE TOWN OF JOHNSTOWN, COLORADO, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado ("Town"), LEDGE ROCK CENTER, LLC, a Kansas Limited Liability ("Developer"), **CENTER** Company and LEDGE ROCK **COMMERCIAL** METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado ("District") and UMB BANK, N.A., a national banking association as escrow agent ("Escrow Agent"). Town, Developer, District and Escrow Agent are sometimes individually referred to as a "Party" and collectively as the "Parties.".

RECITALS

- A. Effective April 18, 2022, the Parties entered into a Ledge Rock Water and Sewer Pipeline Escrow Agreement (the "**Original Agreement**") for the purpose of setting forth the terms and conditions relating to the release of the JP Developer Contribution.
- B. The Parties wish to expand the advances that can be reimbursed under the Original Agreement as set forth herein.
- C. Capitalized terms used herein shall have the meaning set forth in the Original Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

AGREEMENT

- 1.1 The Parties agree to amend the Original Agreement as follows:
- (a) The Ledge Rock Water and Sewer Pipeline Work shall be expanded to include costs advanced by the Developer to the District related to: (i) the organization and formation of the District and (ii) the issuance of the Ledge Rock Center Commercial Metropolitan District, Limited Tax General Obligation Bonds, Series 2022A and Subordinate Limited Tax General Obligations Bonds, Series 2022B. Any costs referenced in this First Amendment to be released to the District shall first be verified by either the Cost Certifier or the District's independent accountant and approved by the Town as set forth in the Original Agreement.
- 1.2 Unless otherwise specifically amended by this First Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, a quasi-

municipal corporation and political subdivision of the state of Colorado

	By: Amy Carroll, President Date: 12-8-22
Attest:	
Secretary	
STATE OF KANSAS COUNTY OF JOHNSON)) ss.)

The foregoing First Amendment to the Ledge Rock Water and Sewer Pipeline Escrow Agreement was acknowledged before me this <u>&</u> day of <u>December</u>, 2022 by Amy Carroll, as President and John Schlup as Secretary of LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, a quasi-municipal corporation of the state of Colorado.

Witness my hand and official seal.

My commission expires: Nancy E. Zellmer
Notary Public

State of Kansas

Notary Public

LEDGE ROCK CENTER, LLC, a Kansas limited liability company

	By: Michel Schled
	Michel Schlup, Authorized Member
	Date: 12-8-22
STATE OF KANSAS)
COUNTY OF JOHNSON) ss.)
Agreement was acknowledged before me this _	Ledge Rock Water and Sewer Pipeline Escrow A day of December, 2022, by Michel Center, LLC, a Kansas limited liability company.
Witness my hand and official seal.	
My commission expires: Nancy E. Zellmer Notary Public	_
State of Kansas My Appt. Exp. <u>(0-20-23</u>	3 Nancy Fillmer
mmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmm	Notary Public

THE TOWN OF JOHNSTOWN, a home-rule municipality of the County of Weld, State of Colorado

	By: Gary Lebsack, Mayor Date:
ATTEST:	
Hannah Hill, Town Clerk	

ESCROW AGENT:

	UMB BANK, N.A., a national banking association, having an office and corporate trust offices in Denver, Colorado By:	
	Name: JOHN M. WATE	
	Title:	
STATE OF COLORADO		
COUNTY OF Denver) ss. /	
The foregoing instrument was acknowledged before me this 10 day of January, 2023, by John Wahl, as the Escrow Agent of UMB Bank, n.a., Escrow Agent.		
Witness my hand and official seal.		
My commission expires: 7/20/25		
KYLE DEANE WHORTON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20214007939	MANUAL DELLE STATE OF THE STATE	
MY COMMISSION EXPIRES FEBRUARY 26, 2029	Notary Public	