

**AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER
CWSRF #125**

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (City), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the City. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule and Updated Promissory Note reflecting the amended interest rate.

The original Loan Agreement, dated April 30, 2012, set forth the conditions of a Clean Water State Revolving Fund Loan (Loan) in the amount of one million five hundred thousand dollars and 00/100 (\$1,500,000.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

The Amended Loan Agreement, dated April 26, 2016, established a new schedule of repayment for the new Loan principal balance of six hundred ninety-three thousand four hundred one dollars and 08/100 (\$693,401.08) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
- 4. Amendments.**

 - A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

C. As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. Amended Responsibilities of the City. Responsibilities of the City have not changed.

6. Amended Responsibilities of the Board. Responsibilities of the Board have not changed.

7. Special Provisions.

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. General Provisions.

A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of nine (9) pages; Promissory Note dated April 24, 2012, consisting of two (2) pages; Amortization Schedule commencing April 1, 2013, consisting of one (1) page; Assignment and Pledge of Revenues dated April 24, 2012, consisting of one (1) page; Amended Promissory Note dated April 26, 2016, consisting of one (1) page; Amortization Schedule commencing May 15, 2016, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, effective December 7, 2023, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST:

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

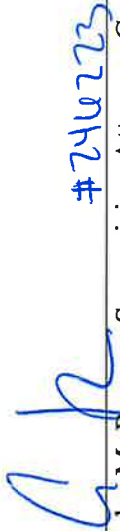
CITY:
City of Lander

Missy White, Mayor
Date

ATTEST:

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #246223

for Tyler M. Renner, Supervising Attorney General
Date 06.17.25

STATE OF WYOMING
CLEAN WATER STATE REVOLVING FUND
LOAN #CW125
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated April 24, 2012, in the original principal amount of \$1,500,00.00 (the Original Note), payable to the order of the Board; and

WHEREAS, the Borrower executed an Amended Promissory Note on April 26, 2016, to establish a new repayment schedule; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment Two to the Loan Agreement, to reflect certain changes as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Note shall be amended as follows:

AMENDMENTS TO ORIGINAL NOTE

The Original Note, as amended, is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$422,915.18.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be May 15, 2034.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Note, as amended, remain in full force and effect.

BORROWER:

City of Lander

Missy White, Mayor

_____ Date

ATTEST:

Rachelle Fontaine, City Clerk

_____ Date

Wyoming The Office of State Lands and Investments

Date: 12/07/23

Time: 01:36:15 PM

City of Lander - CW125

Loan Amortization Report

				Interest Rates						
				Start Date	End Date	Interest Rate	Fee Rate			
				04/18/2012	10/05/2023	2.500000	0.000000			
				12/07/2023	04/01/2035	1.500000	0.000000			
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	//	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$422,915.18	\$422,915.18	
1	05/15/2024	\$38,222.86	1.500000	\$6,256.83	\$0.00	\$44,479.69		\$384,692.32	\$384,692.32	
2	05/15/2025	\$38,788.35	1.500000	\$5,691.34	\$0.00	\$44,479.69		\$345,903.97	\$345,903.97	
3	05/15/2026	\$39,362.21	1.500000	\$5,117.48	\$0.00	\$44,479.69		\$306,541.76	\$306,541.76	
4	05/15/2027	\$39,944.55	1.500000	\$4,535.14	\$0.00	\$44,479.69		\$266,597.21	\$266,597.21	
5	05/15/2028	\$40,535.51	1.500000	\$3,944.18	\$0.00	\$44,479.69		\$226,061.70	\$226,061.70	
6	05/15/2029	\$41,135.22	1.500000	\$3,344.47	\$0.00	\$44,479.69		\$184,926.48	\$184,926.48	
7	05/15/2030	\$41,743.79	1.500000	\$2,735.90	\$0.00	\$44,479.69		\$143,182.69	\$143,182.69	
8	05/15/2031	\$42,361.37	1.500000	\$2,118.32	\$0.00	\$44,479.69		\$100,821.32	\$100,821.32	
9	05/15/2032	\$42,988.09	1.500000	\$1,491.60	\$0.00	\$44,479.69		\$57,833.23	\$57,833.23	
10	05/15/2033	\$43,624.08	1.500000	\$855.61	\$0.00	\$44,479.69		\$14,209.15	\$14,209.15	
11	05/15/2034	\$14,209.15	1.500000	\$210.22	\$0.00	\$14,419.37		\$0.00	\$0.00	
Totals:		\$422,915.18		\$36,301.09	\$0.00	\$459,216.27	\$0.00			

**AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER
DWSRF #128**

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (City), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the City. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule and Updated Promissory Note reflecting the amended interest rate.

The original Loan Agreement, dated April 30, 2012, set forth the conditions of a Drinking Water State Revolving Fund Loan (Loan) in the amount of three million sixty-eight thousand dollars and 00/100 (\$3,068,000.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

The Amended Loan Agreement, dated September 18, 2017, established a new schedule of repayment for the new Loan principal balance of one million five hundred thirty-three thousand nine hundred ninety-nine dollars and 85/100 (\$1,533,999.85) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
- 4. Amendments.**

 - A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

C. As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. Amended Responsibilities of the City. Responsibilities of the City have not changed.

6. Amended Responsibilities of the Board. Responsibilities of the Board have not changed.

7. Special Provisions.

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. General Provisions.

A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of ten (10) pages; Promissory Note dated April 24, 2012, consisting of two (2) pages; Amortization Schedule commencing April 1, 2013, consisting of one (1) page; Assignment and Pledge of Revenues dated April 24, 2012, consisting of one (1) page; Amended Promissory Note dated September 18, 2017, consisting of one (1) page; Amortization Schedule commencing September 14, 2017, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, effective December 7, 2023, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST:

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

CITY:
City of Lander

Missy White, Mayor
Date

ATTEST:

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #246227

For Tyler M. Renner, Supervising Attorney General
Date 06.12.25

STATE OF WYOMING
DRINKING WATER STATE REVOLVING FUND
LOAN #DW128
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated April 24, 2012 in the original principal amount of \$3,068,000.00 (the Original Note), payable to the order of the Board; and

WHEREAS, the Borrower executed an Amended Promissory Note on September 18, 2017, to establish a new repayment schedule; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment Two to the Loan Agreement, to reflect certain changes as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Note shall be amended as follows:

AMENDMENTS TO ORIGINAL NOTE

The Original Note, as amended, is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$1,131,395.21.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be June 15, 2036.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Note, as amended, remain in full force and effect.

BORROWER:
City of Lander

Missy White, Mayor _____
Date

ATTEST:

Rachelle Fontaine, City Clerk _____
Date

Wyoming The Office of State Lands and Investments

Date: 12/07/23

Time: 06:21:44 PM

City of Lander - DW128

Loan Amortization Report

		Interest Rates								
		Start Date	End Date	Interest Rate	Fee Rate					
		04/30/2012	12/07/2023	2.500000	0.000000					
		12/07/2023	04/01/2035	1.500000	0.000000					
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	//	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$1,131,395.21	\$1,131,395.21	
1	06/15/2024	\$81,663.24	1.500000	\$16,738.45	\$0.00	\$98,401.69		\$1,049,731.97	\$1,049,731.97	
2	06/15/2025	\$82,871.41	1.500000	\$15,530.28	\$0.00	\$98,401.69		\$966,860.56	\$966,860.56	
3	06/15/2026	\$84,097.45	1.500000	\$14,304.24	\$0.00	\$98,401.69		\$882,763.11	\$882,763.11	
4	06/15/2027	\$85,341.63	1.500000	\$13,060.06	\$0.00	\$98,401.69		\$797,421.48	\$797,421.48	
5	06/15/2028	\$86,604.22	1.500000	\$11,797.47	\$0.00	\$98,401.69		\$710,817.26	\$710,817.26	
6	06/15/2029	\$87,885.49	1.500000	\$10,516.20	\$0.00	\$98,401.69		\$622,931.77	\$622,931.77	
7	06/15/2030	\$89,185.71	1.500000	\$9,215.98	\$0.00	\$98,401.69		\$533,746.06	\$533,746.06	
8	06/15/2031	\$90,505.17	1.500000	\$7,896.52	\$0.00	\$98,401.69		\$443,240.89	\$443,240.89	
9	06/15/2032	\$91,844.15	1.500000	\$6,557.54	\$0.00	\$98,401.69		\$351,396.74	\$351,396.74	
10	06/15/2033	\$93,202.94	1.500000	\$5,198.75	\$0.00	\$98,401.69		\$258,193.80	\$258,193.80	
11	06/15/2034	\$94,581.84	1.500000	\$3,819.85	\$0.00	\$98,401.69		\$163,611.96	\$163,611.96	
12	06/15/2035	\$95,981.13	1.500000	\$2,420.56	\$0.00	\$98,401.69		\$67,630.83	\$67,630.83	
13	06/15/2036	\$67,630.83	1.500000	\$1,000.57	\$0.00	\$68,631.40		\$0.00	\$0.00	
Totals:		\$1,131,395.21		\$118,056.47	\$0.00	\$1,249,451.68		\$0.00		

**AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER
CWSRF #141**

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (City), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the City. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule and Updated Promissory Note reflecting the amended interest rate.

The original Loan Agreement, dated May 27, 2014, set forth the conditions of a Clean Water State Revolving Fund Loan (Loan) in the amount of two million fifty-four thousand six hundred forty dollars and 00/100 (\$2,054,640.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

The Amended Loan Agreement, dated October 13, 2020, established a new schedule of repayment for the new Loan principal balance of one million six hundred ninety-seven thousand six hundred dollars and 00/100 (\$1,697,600.00) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
- 4. Amendments.**

 - A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

C. As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. Amended Responsibilities of the City. Responsibilities of the City have not changed.

6. Amended Responsibilities of the Board. Responsibilities of the Board have not changed.

7. Special Provisions.

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. General Provisions.

A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of ten (10) pages; Promissory Note dated May 13, 2014, consisting of two (2) pages; Amortization Schedule commencing April 1, 2015, consisting of one (1) page; Assignment and Pledge of Revenues dated May 13, 2014, consisting of one (1) page; Amended Promissory Note with Appendix A dated October 13, 2020, consisting of three (3) pages; Amortization Schedule commencing September 9, 2020, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, effective December 7, 2023, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST: _____

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

CITY:
City of Lander

Missy White, Mayor
Date

ATTEST: _____

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #246724

Tyler M. Renner, Supervising Attorney General
Date 06.17.25

STATE OF WYOMING
CLEAN WATER STATE REVOLVING FUND
LOAN #CW141
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated May 13, 2014, in the original principal amount of \$2,054,640.00 (the Original Note), payable to the order of the Board; and

WHEREAS, the Borrower executed an Amended Promissory Note on October 13, 2020, to establish a new repayment schedule; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment Two to the Loan Agreement, to reflect certain changes as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Note shall be amended as follows:

AMENDMENTS TO ORIGINAL NOTE

The Original Note, as amended, is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$1,195,836.48.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be October 15, 2036.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Note, as amended, remain in full force and effect.

BORROWER:

City of Lander

Missy White, Mayor

Date

ATTEST:

Rachelle Fontaine, City Clerk

Date

Wyoming The Office of State Lands and Investments

Date: 12/07/23

Time: 01:49:21 PM

City of Lander - CW141

Loan Amortization Report

				Interest Rates						
				Start Date	End Date	Interest Rate	Fee Rate			
				05/27/2014	12/07/2023	2.500000	0.000000			
				12/07/2023	04/01/2035	1.500000	0.000000			
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	//	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$1,195,836.48	\$1,195,836.48	
1	10/15/2024	\$91,204.34	1.500000	\$17,691.83	\$0.00	\$108,896.17		\$1,104,632.14	\$1,104,632.14	
2	10/15/2025	\$92,553.67	1.500000	\$16,342.50	\$0.00	\$108,896.17		\$1,012,078.47	\$1,012,078.47	
3	10/15/2026	\$93,922.95	1.500000	\$14,973.22	\$0.00	\$108,896.17		\$918,155.52	\$918,155.52	
4	10/15/2027	\$95,312.50	1.500000	\$13,583.67	\$0.00	\$108,896.17		\$822,843.02	\$822,843.02	
5	10/15/2028	\$96,722.60	1.500000	\$12,173.57	\$0.00	\$108,896.17		\$726,120.42	\$726,120.42	
6	10/15/2029	\$98,153.57	1.500000	\$10,742.60	\$0.00	\$108,896.17		\$627,966.85	\$627,966.85	
7	10/15/2030	\$99,605.70	1.500000	\$9,290.47	\$0.00	\$108,896.17		\$528,361.15	\$528,361.15	
8	10/15/2031	\$101,079.32	1.500000	\$7,816.85	\$0.00	\$108,896.17		\$427,281.83	\$427,281.83	
9	10/15/2032	\$102,574.74	1.500000	\$6,321.43	\$0.00	\$108,896.17		\$324,707.09	\$324,707.09	
10	10/15/2033	\$104,092.28	1.500000	\$4,803.89	\$0.00	\$108,896.17		\$220,614.81	\$220,614.81	
11	10/15/2034	\$105,632.28	1.500000	\$3,263.89	\$0.00	\$108,896.17		\$114,982.53	\$114,982.53	
12	10/15/2035	\$107,195.06	1.500000	\$1,701.11	\$0.00	\$108,896.17		\$7,787.47	\$7,787.47	
13	10/15/2036	\$7,787.47	1.500000	\$115.21	\$0.00	\$7,902.68		\$0.00	\$0.00	
Totals:		\$1,195,836.48		\$118,820.24	\$0.00	\$1,314,656.72	\$0.00			

**AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER
CWSRF #142**

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule and Updated Promissory Note reflecting the amended interest rate.

The original Loan Agreement, dated May 27, 2014, set forth the conditions of a Clean Water State Revolving Fund Loan (Loan) in the amount of two million eight hundred sixty-one thousand nine hundred thirty-seven dollars and 00/100 (\$2,861,937.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

The Amended Loan Agreement, dated January 14, 2020, established a new schedule of repayment for the new Loan principal balance of one million twenty-five thousand six hundred fifteen dollars and 51/100 (\$1,025,615.51) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
- 4. Amendments.**

 - A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

C. As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. Amended Responsibilities of the Borrower. Responsibilities of the Borrower have not changed.

6. Amended Responsibilities of the Board. Responsibilities of the Board have not changed.

7. Special Provisions.

A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. Counterparts. This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. General Provisions.

A. Entirety of Agreement. The original Loan Agreement, collectively consisting of ten (10) pages; Promissory Note dated May 13, 2014, consisting of two (2) pages; Amortization Schedule commencing April 1, 2015, consisting of one (1) page; Assignment and Pledge of Revenues dated May 13, 2014, consisting of one (1) page; Amended Promissory Note with Appendix A dated January 14, 2020, consisting of three (3) pages; Amortization Schedule commencing January 8, 2020, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, effective December 7, 2023, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST:

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

BORROWER:
City of Lander

Missy White, Mayor
Date

ATTEST:

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #246225
for Tyler M. Rennet, Supervising Attorney General
Date 06.17.25

STATE OF WYOMING
CLEAN WATER STATE REVOLVING FUND
LOAN #CW142
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated May 13, 2004, in the original principal amount of \$2,861,937.00 (the Original Note), payable to the order of the Board; and

WHEREAS, the Borrower executed an Amended Promissory Note on January 14, 2020, to establish a new repayment schedule; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment Two to the Loan Agreement, to reflect certain changes as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Note shall be amended as follows:

AMENDMENTS TO ORIGINAL NOTE

The Original Note, as amended, is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$850,261.81.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be July 1, 2038.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Note, as amended, remain in full force and effect.

BORROWER:
City of Lander

Missy White, Mayor

Date

ATTEST:

Rachelle Fontaine, City Clerk

Date

Wyoming The Office of State Lands and Investments

Date: 12/07/23

Time: 01:55:49 PM

City of Lander - CW142

Loan Amortization Report

		Interest Rates								
		Start Date	End Date	Interest Rate	Fee Rate					
		05/27/2014	12/07/2023	2.500000	0.000000					
		12/07/2023	07/01/2040	1.500000	0.000000					
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	11	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$850,261.81	\$850,261.81	
1	07/01/2024	\$53,211.07	1.500000	\$12,579.22	\$0.00	\$65,790.29		\$797,050.74	\$797,050.74	
2	07/01/2025	\$53,998.31	1.500000	\$11,791.98	\$0.00	\$65,790.29		\$743,052.43	\$743,052.43	
3	07/01/2026	\$54,797.19	1.500000	\$10,993.10	\$0.00	\$65,790.29		\$688,255.24	\$688,255.24	
4	07/01/2027	\$55,607.88	1.500000	\$10,182.41	\$0.00	\$65,790.29		\$632,647.36	\$632,647.36	
5	07/01/2028	\$56,430.58	1.500000	\$9,359.71	\$0.00	\$65,790.29		\$576,216.78	\$576,216.78	
6	07/01/2029	\$57,265.44	1.500000	\$8,524.85	\$0.00	\$65,790.29		\$518,951.34	\$518,951.34	
7	07/01/2030	\$58,112.65	1.500000	\$7,677.64	\$0.00	\$65,790.29		\$460,838.69	\$460,838.69	
8	07/01/2031	\$58,972.40	1.500000	\$6,817.89	\$0.00	\$65,790.29		\$401,866.29	\$401,866.29	
9	07/01/2032	\$59,844.87	1.500000	\$5,945.42	\$0.00	\$65,790.29		\$342,021.42	\$342,021.42	
10	07/01/2033	\$60,730.25	1.500000	\$5,060.04	\$0.00	\$65,790.29		\$281,291.17	\$281,291.17	
11	07/01/2034	\$61,628.72	1.500000	\$4,161.57	\$0.00	\$65,790.29		\$219,662.45	\$219,662.45	
12	07/01/2035	\$62,540.49	1.500000	\$3,249.80	\$0.00	\$65,790.29		\$157,121.96	\$157,121.96	
13	07/01/2036	\$63,465.75	1.500000	\$2,324.54	\$0.00	\$65,790.29		\$93,656.21	\$93,656.21	
14	07/01/2037	\$64,404.69	1.500000	\$1,385.60	\$0.00	\$65,790.29		\$29,251.52	\$29,251.52	
15	07/01/2038	\$29,251.52	1.500000	\$432.76	\$0.00	\$29,684.28		\$0.00	\$0.00	
Totals:		\$850,261.81		\$100,486.53	\$0.00	\$950,748.34	\$0.00			

**AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER
DWSRF #180**

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule and Updated Promissory Note reflecting the amended interest rate.

The original Loan Agreement, dated July 20, 2016, set forth the conditions of a Drinking Water State Revolving Fund Loan (Loan) in the amount of one million ninety thousand five hundred sixty dollars and 00/100 (\$1,090,560.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

The Amended Loan Agreement, dated April 13, 2021, established a new schedule of repayment for the new Loan principal balance of five hundred nine thousand fifty-four dollars and 11/100 (\$509,054.11) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
- 4. Amendments.**

 - A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

C. As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. **Amended Responsibilities of the Borrower.** Responsibilities of the Borrower have not changed.

6. **Amended Responsibilities of the Board.** Responsibilities of the Board have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **General Provisions.**

A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of nine (9) pages; Promissory Note dated June 17, 2016, consisting of two (2) pages; Amortization Schedule commencing April 1, 2017, consisting of one (1) page; Assignment and Pledge of Revenues dated June 17, 2016, consisting of one (1) page; Amended Promissory Note with Appendix A dated April 13, 2021, consisting of three (3) pages; Amortization Schedule commencing April 1, 2021, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, effective December 7, 2023, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor

Date

ATTEST:

Stacia Berry, Director
Wyoming Office of State Lands and Investments

Date

BORROWER:
City of Lander

Missy White, Mayor


Date

ATTEST:

Rachelle Fontaine, City Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #246228

for Tyler M. Renner, Supervising Attorney General
06.12.25

Date

STATE OF WYOMING
DRINKING WATER STATE REVOLVING FUND
LOAN #DW224
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated June 17, 2016, in the original principal amount of \$1,090,560.00 (the Original Note), payable to the order of the Board; and

WHEREAS, the Borrower executed an Amended Promissory Note on April 13, 2021, to establish a new repayment schedule; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment Two to the Loan Agreement, to reflect certain changes as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Note shall be amended as follows:

AMENDMENTS TO ORIGINAL NOTE

The Original Note, as amended, is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$442,355.12.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be July 1, 2039.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Note, as amended, remain in full force and effect.

BORROWER:
City of Lander

Missy White, Mayor _____ Date

ATTEST:

Rachelle Fontaine, City Clerk _____ Date

Wyoming The Office of State Lands and Investments

Date: 12/07/23

Time: 05:20:57 PM

City of Lander - DW180

Loan Amortization Report

				Interest Rates						
				Start Date	End Date	Interest Rate	Fee Rate			
				07/20/2016	12/07/2023	2.500000	0.000000			
				12/07/2023	07/01/2041	1.500000	0.000000			
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	//	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$442,355.12	\$442,355.12	
1	07/01/2024	\$26,109.93	1.500000	\$6,544.43	\$0.00	\$32,654.36		\$416,245.19	\$416,245.19	
2	07/01/2025	\$26,496.21	1.500000	\$6,158.15	\$0.00	\$32,654.36		\$389,748.98	\$389,748.98	
3	07/01/2026	\$26,888.21	1.500000	\$5,766.15	\$0.00	\$32,654.36		\$362,860.77	\$362,860.77	
4	07/01/2027	\$27,286.01	1.500000	\$5,368.35	\$0.00	\$32,654.36		\$335,574.76	\$335,574.76	
5	07/01/2028	\$27,689.69	1.500000	\$4,964.67	\$0.00	\$32,654.36		\$307,885.07	\$307,885.07	
6	07/01/2029	\$28,099.35	1.500000	\$4,555.01	\$0.00	\$32,654.36		\$279,785.72	\$279,785.72	
7	07/01/2030	\$28,515.06	1.500000	\$4,139.30	\$0.00	\$32,654.36		\$251,270.66	\$251,270.66	
8	07/01/2031	\$28,936.93	1.500000	\$3,717.43	\$0.00	\$32,654.36		\$222,333.73	\$222,333.73	
9	07/01/2032	\$29,365.04	1.500000	\$3,289.32	\$0.00	\$32,654.36		\$192,968.69	\$192,968.69	
10	07/01/2033	\$29,799.48	1.500000	\$2,854.88	\$0.00	\$32,654.36		\$163,169.21	\$163,169.21	
11	07/01/2034	\$30,240.35	1.500000	\$2,414.01	\$0.00	\$32,654.36		\$132,928.86	\$132,928.86	
12	07/01/2035	\$30,687.74	1.500000	\$1,966.62	\$0.00	\$32,654.36		\$102,241.12	\$102,241.12	
13	07/01/2036	\$31,141.75	1.500000	\$1,512.61	\$0.00	\$32,654.36		\$71,099.37	\$71,099.37	
14	07/01/2037	\$31,602.48	1.500000	\$1,051.88	\$0.00	\$32,654.36		\$39,496.89	\$39,496.89	
15	07/01/2038	\$32,070.02	1.500000	\$584.34	\$0.00	\$32,654.36		\$7,426.87	\$7,426.87	
16	07/01/2039	\$7,426.87	1.500000	\$109.88	\$0.00	\$7,536.75		\$0.00	\$0.00	
Totals:		\$442,355.12		\$54,997.03	\$0.00	\$497,352.15	\$0.00			

**AMENDMENT ONE TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER**

DWSRF #194

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the first amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); b) incorporate an Updated Amortization Schedule reflecting the amended interest rate; and c) incorporate an Updated Promissory Note.

The original Loan Agreement, dated July 25, 2017, set forth the conditions of a Drinking Water State Revolving Fund Loan (Loan) in the amount of two million seventy thousand dollars and 00/100 (\$2,070,000.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
- 4. Amendments.**

 - A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.
 - C.** As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. **Amended Responsibilities of the Borrower.** Responsibilities of the Borrower have not changed.
6. **Amended Responsibilities of the Board.** Responsibilities of the Board have not changed.
7. **Special Provisions.**
- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **General Provisions.**

- A. **Entirety of Agreement.** The original Loan Agreement, including its Exhibit A, collectively consisting of five (5) pages; Promissory Note dated July 11, 2017, consisting of two (2) pages; Amortization Schedule commencing June 15, 2017, consisting of one (1) page; Assignment and Pledge of Revenues dated July 11, 2017, consisting of one (1) page; this Amendment One, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST:

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

BORROWER:
City of Lander

Missy White, Mayor
Date

ATTEST:

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Supervising Attorney General
Date 02-05-2026

Wyoming The Office of State Lands and Investments
City of Lander - DW194
Loan Amortization Report

Date: 12/07/23
 Time: 05:30:37 PM

Interest Rates

Start Date	End Date	Interest Rate	Fee Rate
07/25/2017	12/07/2023	2.500000	0.000000
12/07/2023	07/01/2037	1.500000	0.000000

Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
0	/ /	\$0.00	0.000000	\$0.00	\$0.00	\$0.00	\$0.00	\$1,199,387.60	\$1,199,387.60
1	07/15/2024	\$115,040.20	1.500000	\$17,744.36	\$0.00	\$132,784.56	\$1,084,347.40	\$967,605.24	\$1,084,347.40
2	07/15/2025	\$116,742.16	1.500000	\$16,042.40	\$0.00	\$132,784.56	\$967,605.24	\$849,135.94	\$967,605.24
3	07/15/2026	\$118,469.30	1.500000	\$14,315.26	\$0.00	\$132,784.56	\$849,135.94	\$728,913.94	\$849,135.94
4	07/15/2027	\$120,222.00	1.500000	\$12,562.56	\$0.00	\$132,784.56	\$728,913.94	\$606,913.31	\$728,913.94
5	07/15/2028	\$122,000.63	1.500000	\$10,783.93	\$0.00	\$132,784.56	\$606,913.31	\$483,107.74	\$606,913.31
6	07/15/2029	\$123,805.57	1.500000	\$8,978.99	\$0.00	\$132,784.56	\$483,107.74	\$357,470.53	\$483,107.74
7	07/15/2030	\$125,637.21	1.500000	\$7,147.35	\$0.00	\$132,784.56	\$357,470.53	\$229,974.58	\$357,470.53
8	07/15/2031	\$127,495.95	1.500000	\$5,288.61	\$0.00	\$132,784.56	\$229,974.58	\$100,592.38	\$229,974.58
9	07/15/2032	\$129,382.20	1.500000	\$3,402.36	\$0.00	\$132,784.56	\$100,592.38	\$0.00	\$100,592.38
10	07/15/2033	\$100,592.38	1.500000	\$1,488.22	\$0.00	\$102,080.60	\$0.00	\$0.00	\$0.00
Totals:		\$1,199,387.60		\$97,754.04	\$0.00	\$1,297,141.64	\$0.00		\$0.00

STATE OF WYOMING
DRINKING WATER STATE REVOLVING FUND
LOAN #DW194
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated July 11, 2017, in the original principal amount of \$2,070,000.00, payable to the order of the Board (the Original Promissory Note), and a Loan Agreement dated July 25, 2017 (the Loan Agreement); and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment One to the Loan Agreement, to reflect certain changes set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Promissory Note shall be amended as follows:

AMENDMENTS TO ORIGINAL PROMISSORY NOTE:

The Original Promissory Note is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$1,199,387.60
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be July 15, 2033.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule dated December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Promissory Note and the Loan Agreement, as amended, remain in full force and effect.

BORROWER:

City of Lander

Missy White, Mayor

Date

ATTEST:

Rachelle Fontaine, City Clerk

Date