

**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 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 - B. As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement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.

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; and the Updated Amortization Schedule dated 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:

Jason Crowder, Interim Director
Wyoming Office of State Lands and Investments

Date

CITY:

City of Lander

Monte Richardson, Mayor

Date

ATTEST:

Rachelle Fontaine, City Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #246227
FOV Tyler M. Renner, Supervising Attorney General

02-06-25

Date