

DWSRF #193ADD

FIRST AMENDMENT TO LOAN AGREEMENT BETWEEN THE STATE OF WYOMING AND THE
CITY OF LARAMIE, ALBANY COUNTY, WYOMING.

On July 17, 2017, the City of Laramie, Albany County, Wyoming ("Borrower") and the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board ("Board"), executed a Drinking Water State Revolving Fund Loan Agreement in the amount of Four Million Three Hundred Fifty-Six Thousand Dollars and 00/100 (\$4,356,000.00) together with interest thereon at a rate of two and one-half percent (2.5%) per annum for a term of thirty (30) years.

On December 1, 2022, the Board authorized increase funding for the Loan in the amount of Six Million Dollars and 00/100 (\$6,000,000.00) together with interest thereon at a rate of one and twenty-five hundredths percent (1.25%) per annum for a term of thirty (30) years. The Borrower shall not receive principal forgiveness for this portion of the loan.

The purpose of this Amendment is to increase the principal loan amount to Ten Million Three Hundred Fifty-Six Thousand Dollars and 00/100 (\$10,356,000.00) together with interest thereon at a rate of two and one-half percent (2.5%) per annum on the principal of Four Million Three Hundred Fifty-Six Thousand Dollars and 00/100 (\$4,356,000.00) and interest at a rate of one and twenty-five hundredths percent (1.25%) per annum on the principal of Six Million Dollars and 00/100 (\$6,000,000.00). The term of repayment for the full principal amount shall be thirty (30) years commencing on the date of project completion. The Borrower agrees to make payments in accordance with the Original Promissory Note, dated June 20, 2017 and the Second Promissory Note executed contemporaneously with this Amendment. All references in the Loan Agreement referring to the Promissory Note shall be construed to refer to both the Original Promissory Note and the Second Promissory Note.

This Amendment changes only those terms explicitly identified above. All other terms and conditions of the original Loan Agreement shall remain in full force and effect, including, but not limited to sovereign immunity.

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IN TESTIMONY WHEREOF, I, Mark Gordon, President of the Wyoming State Loan and Investment Board, have executed these presents and caused the official seal of the Wyoming State Loan and Investment Board to be affixed hereto at the City of Cheyenne, State of Wyoming, this _____ day of _____, 2023.

WYOMING STATE LOAN AND INVESTMENT BOARD

BY: _____
GOVERNOR MARK GORDON

ATTEST:

JENIFER E. SCOGGIN, DIRECTOR
OFFICE OF STATE LANDS AND INVESTMENTS

CITY OF LARAMIE

BY: _____
BRIAN HARRINGTON, MAYOR
AND PRESIDENT OF THE CITY COUNCIL

ATTEST:

NANCY BARTHOLOMEW, CITY CLERK

Attorney General's Office Approval as to Form:

PATRICK MILLER, ASSISTANT ATTORNEY GENERAL