

FIRST AMENDMENT  
TO  
BILL CREDIT AGREEMENT

THIS AMENDMENT to the BILL CREDIT AGREEMENT (this “**Amendment**”), dated September 15<sup>th</sup>, 2023 (the “**Amendment Effective Date**”), is made by and among Yampa Valley Electric Association, Inc. a Colorado cooperative association (“**Seller**”) and the City of Craig, Colorado; Moffat County, Colorado; the City of Steamboat Springs, Colorado; the Town of Hayden, Colorado; the Town of Yampa, Colorado; and Routt County, Colorado (each, a “**Purchaser**,” and together, the “**Regional Partners**”). Each of Seller and the Regional Partners shall sometimes be referred to herein as a “**Party**” and together, as the “**Parties**.”

**Recitals**

A. Seller and the Regional Partners entered into that certain Bill Credit Agreement, dated May 27, 2022 (the “**Agreement**”).

B. The Parties desire to amend the Agreement pursuant to the terms and conditions of this Amendment.

**Agreement**

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Amendments. Exhibit E to the Agreement shall be deleted in its entirety and replaced with Exhibit E attached hereto.

2. No Further Amendment. Except as specifically amended by this Amendment, the Agreement shall continue in full force and effect in accordance with its provisions as in existence on the Amendment Effective Date and is ratified and confirmed in all respects.

3. Governing Law and Jurisdiction; Disputes. The provisions of Article 11 of the Agreement is incorporated by reference herein.

4. Amendment. No amendments or modifications of this Amendment shall be valid unless evidenced in writing and signed by duly authorized representatives of the Parties or their respective successors in interest.

5. Entire Agreement. This Amendment contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and commitments with respect thereto.

6. Counterparts. The Parties may execute this Amendment in counterparts, which shall, in the aggregate, when signed by both Parties constitute one and the same instrument; and,


thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it. A facsimile or scanned transmission of a signature page shall be considered an original signature page. At the request of a Party, a Party shall confirm its faxed or scanned signature page by delivering an original signature page to the requesting Party.

*[Signature Page Follows]*

The Parties have executed this Amendment to be effective as of the Amendment Effective Date.

**SELLER**

Yampa Valley Electric Association, Inc.

By:  \_\_\_\_\_  
Steve Johnson, President and  
General Manager

**REGIONAL PARTNERS**

City of Craig, Colorado

Moffat County, Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Steamboat Springs, Colorado

Town of Hayden, Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Town of Yampa, Colorado

Routt County, Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT E**  
**ALLOCATION OF PURCHASER PERCENTAGE AND ACCOUNT INFORMATION**

Please identify each eligible Member account to which the Member is allocating solar credits by providing the

Metered Accounts will be Compatible for Bill Credits - Street Lamp Accounts are not metered.

Fewest Accounts possible - For all but the Town of Yampa the Single Largest Account will Satisfy. No Credit Balance's.

This spreadsheet may be updated once annually, with at least 60 days advance notice required before any changes to take effect.

Credit Recipient Information			Total Regional Partner Credit Allocation = \$2,265,000				
	<i>Craig Subtotal</i>		\$ 23,457		20.00%	\$ 22,650	
1	Town of Hayden	Water Plant	\$ 28,433	660007802	10.00%	\$ 11,325	Primary Meter
2	Town of Hayden	Golden Mdws Pump	\$ 18,740	780008803			1st Backup
3	Town of Hayden	Hospital Hill Pump House	\$ 403	720008901			2nd Backup
	<i>Hayden Subtotal</i>		\$ 47,576		10.00%	\$ 11,325	
1	Town of Yampa	SEWER PLANT	\$ 5,570	70000101	4.00%	\$ 4,530	1st Meter
2	Town of Yampa	101 MAIN STREET/CROSSAN'S	\$ 6,341	90007301	3.00%	\$ 3,397	2nd Meter
3	Town of Yampa	WATER WRKS	\$ 3,380	10027501	2.00%	\$ 2,265	3rd Meter
4	Town of Yampa	LADIES AID HALL	\$ 1,858	90001702	1.00%	\$ 1,133	4th Meter
	<i>Yampa Subtotal</i>		\$ 17,149		10.00%	\$ 11,325	
1	Routt County	Detention Center	\$ 38,677	160003702	20.00%	\$ 22,650	Primary Meter
2	Routt County	The Annex	\$ 24,317	580001601			1st Backup
3	Routt County	Fire House	\$ 16,165	660021201			2nd Backup
	<i>Routt Subtotal</i>		\$ 79,159		20.00%	\$ 22,650	
1	City of Steamboat Springs	850 Critter Court (Streets/Fleet)	\$ 14,625	300007802	6.67%	\$ 7,550	Primary Meter
2	City of Steamboat Springs	115 Howelsen Parkway (PR Admin)	\$ 14,236	290011001	6.67%	\$ 7,550	2nd Backup
3	City of Steamboat Springs	124 10th Street (Centennial Hall)	\$ 16,229	410009301	6.67%	\$ 7,550	3rd Backup
	<i>Steamboat Subtotal</i>		\$ 45,089		20.00%	\$ 22,650	
1	Moffat County	Maybell Park	\$ 1,813	7150013901	0.80%	\$ 906.00	Primary Meter
2	Moffat County	Maybell PK RV site	\$ 1,113	7150015701	0.80%	\$ 906.00	1st Backup
3	Moffat County	Ice Arena	\$ 10,503	5630019801	8.50%	\$ 9,626.21	2nd Backup
4	Moffat County	Fairgrounds	\$ 10,675	5610007501	8.50%	\$ 9,626.21	3rd Backup
5	Moffat County	640 E Victory Way- RV Hookup	\$ 2,257	5610009001	1.4%	\$ 1,585.49	4th Backup
	<i>Moffat Subtotal</i>		\$ 26,361		20.00%	\$ 22,650	
	<b>Total</b>				100.00%	\$ 113,250	