

**FIRST AMENDMENT TO  
INFRASTRUCTURE DEVELOPMENT AND PURCHASE AGREEMENT**

This First Amendment to the Infrastructure Development and Purchase Agreement (this "1<sup>st</sup> Amendment") is made and entered into effective September \_\_\_\_, 2025, by and between **TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE**, a municipal political subdivision of the State of Colorado (the "Town") and **TALLGRASS COLORADO MUNICIPAL WATER, LLC**, a Delaware limited liability company ("Developer") (Town and Developer individually referred to herein as a "Party" and collectively as the "Parties").

WHEREAS, the Parties executed the Infrastructure Development and Purchase Agreement dated October 1, 2024 (the "Agreement").

WHEREAS, the Parties desire to amend Section 2.10 of the Agreement to extend the time period for the Parties to reach agreement on completing Phase 1B and Phase 2 of the Project.

NOW, THEREFORE, in consideration of the agreements, covenants, and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment to Section 2.10. Section 2.10 of the Agreement is hereby deleted and replaced in its entirety with the following:

**2.10      Purchase Obligation.** As a material term for the Town's inducement to this Agreement, if the Town and Developer have not reached an agreement on completing Phase 1B and Phase 2 by January 31, 2026, the Town shall purchase all rights, title, and ownership interest in the assets procured, designed, and constructed pursuant to the Project, including, but not limited to, the assets owned by Developer and set forth in ***Exhibit 1*** and all easements or other real property rights obtained with respect to such assets, including the Easements assigned to Tallgrass in accordance with Section 2.03(a) above (collectively, the "Assets") for a total purchase price of Fifteen Million Dollars (\$15,000,000.00) (the "Purchase Price"). To complete the purchase, the Town and Developer shall mutually agree upon a closing agent as well as date and time for closing and shall share the costs of closing equally. The Town shall have the right to inspect the Assets prior to closing and shall only be excused from closing on the purchase of the Assets if, in the Town's commercially reasonable judgment, the Assets materially deviate from the Town Specifications. At the time of closing, in addition to conveying all rights, title, and ownership interests of the Project and its Assets to the Town, free and clear of all liens, claims, or encumbrances, the Developer agrees to provide the following in exchange for the purchase price:

- (a)     The complete Plans for the Project.
- (b)     "As-built" AutoCAD file and PDF file.
- (c)     All access or easement rights obtained by Developer for the Project, including the Easements described in Section 2.3(a).
- (d)     Any and all permits or approvals obtained as part of the Project.
- (e)     All warranties for the Project of any and all nature.

2. Meaning of Capitalized Terms. Capitalized terms used in this 1<sup>st</sup> Amendment, but not defined herein, shall have the meaning set forth in the Agreement.

3. Full Force and Effect. The Parties hereby acknowledge and agree that, except as expressly modified in Section 1 of this 1<sup>st</sup> Amendment, all the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

4. Entire Agreement. This 1<sup>st</sup> Amendment, together with the Agreement, embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this 1<sup>st</sup> Amendment and the Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

5. Execution Authority. This 1<sup>st</sup> Amendment has been duly authorized and executed by the Parties, and each Party has full power and authority to consummate the aspects of the transaction for which they are responsible, and the person executing this 1<sup>st</sup> Amendment is fully authorized to do so and has the power to bind the Party for which they are signing.

IN WITNESS WHEREOF, the Parties have executed this 1<sup>st</sup> Amendment as of the date first written above.

[Signature Pages Follow]

**ATTEST:**

**TOWN OF CASTLE ROCK**

Lisa Anderson, Town Clerk

Jason Gray, Mayor

**Approved as to form:**

**Approved as to Content:**

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water

COUNTY OF DOUGLAS )  
 ) ss.  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2025, by Lisa Anderson as Town Clerk and Jason Gray as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.  
My commission expires: \_\_\_\_\_.

(Seal)

Notary Public

**DEVELOPER:**

TALLGRASS COLORADO MUNICIPAL WATER, LLC

By: \_\_\_\_\_  
Mark Ritchie, Segment President - Commercial Operations (Water)

COUNTY OF JEFFERSON )  
 ) ss.  
 STATE OF COLORADO )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2025, by Mark Ritchie, Segment President - Commercial Operations (Water) for Tallgrass Colorado Municipal Water, LLC, a Delaware limited liability company.

Witness my official hand and seal.  
My commission expires: \_\_\_\_\_.

(Seal)

Notary Public