## AMENDMENT NO. 1 TO WHOLESALE WATER AGREEMENT

THIS AMENDMENT NO. 1 TO WHOLESALE WATER AGREEMENT (the "First Amendment") is made and entered into this <a href="14th">14th</a> day of January, 2021, by and between Public Utility District No.1 of Snohomish County, a municipal corporation of the State of Washington, (the "District"), and the Blue Rock Water Company, LLC, and also referred to herein individually as "Party and collectively as "Parties."

WHEREAS, the District and Iliad, Inc. (a/k/a as Iliad Water Company, LLC) d/b/a as Sudden View Water System, a Washington corporation, ("Iliad Water") executed an agreement entitled "Wholesale Water Agreement" (the "Agreement") dated January 1, 2020, to provide for the sale of water to Iliad Water; and

WHEREAS, on or about April 21, 2020, Iliad Water filed a Certificate of Amendment for a limited liability company with the Washington State Office of Secretary of State to change the name of the Iliad Water Company, LLC (UBI number 603 583 390) to Blue Rock Water Company, LLC, to change the registered agent, and change the principal contact information;

NOW THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

**Section 1.** The first paragraph of the "WHEREAS" clauses of the Agreement, the first sentence after "and Iliad, Inc. d/b/a/ Sudden View Water System ('Iliad'), a Washington Corporation" is hereby replaced with: "and Blue Rock Water Company, LLC, d/b/a Sudden View Water System ('Blue Rock Water'), a Washington Limited Liability Company."

All references to "Iliad, Inc." and/or "Iliad" in Sections 1 through 5 and Sections 7 through 13 of the Agreement are hereby changed to read: "Blue Rock Water."

Section 6 – <u>Administrators</u>, of the Agreement, reference to "Iliad's" is changed to "Blue Rock Water Company, LLC," and in the box directly below insert the following:

Jason Dorland 7511 Greenwood Ave. N. #4011 Seattle, WA 98103

- **Section 2.** All other terms and conditions of the Agreement shall remain in full force and effect except as expressly modified by this First Amendment.
- **Section 3.** In the event any provisions of this Amendment No. 1 conflict with the Agreement the provisions of this Amendment No. 1 shall control.

**Section 4.** This Amendment may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitutes one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first written above.

Public Utility District No. 1 of Snohomish County	Blue Rock Water Company, LLC
By: John Haarlow CEO/General Manager	By:  Jason Dorland  Manager
Approved as to Form:	
sgd Shwn J. Arenow  Assistant General Counsel	