

**Appendix C, Amendment No.1 to Loan Contract CT2021-3928
Amendment to Deed of Trust**

Date: 6/12/2024
Grantor (Borrower): Tunnel Water Company
Beneficiary (Lender): Colorado Water Conservation Board
Lender Address: 1313 Sherman Street, Room 718, Denver,
Colorado, 80203
Total Loan Amount: \$950,575.71
Loan Contract Number: CT2021-3928
Recorded Date of Original Deed of Trust: 4/28/2021
County of Recording ("County"): Larimer County
Deed of Trust Recording Information: Reception Number 20210042480 (4# pages)
Pledged Property: No change to property pledged per original Deed of
Trust
Reason for Amendment to Deed of Trust: Reduce the Total Loan Amount by \$267,484.29 from
\$1,218,060.00 to \$950,575.71.

This Amendment to Original Deed of Trust is between the Grantor and the Public Trustee of the Larimer County, State of Colorado.

The Original Deed of Trust was recorded, in Larimer County, to secure repayment of the indebtedness evidenced by the Loan Contract and Promissory Note between the Grantor and the Beneficiary.

Grantor and Beneficiary have agreed to decrease the Total Loan Amount by \$267,484.29 from \$1,218,060.00 to \$950,575.71 in consideration of substantial completion of the Project.

NOW THEREFORE, the Beneficiary and Grantor agree that:

1. This Amendment to Deed of Trust, Appendix C, Amendment No. 1 to Contract Number CT2021-3928, *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix 6, recorded in Larimer County, Reception Number 20210042480, recorded on April 28, 2021 and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$950,575.71 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2021-3928, Amendment No.1, to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 718, Denver, CO 80203, payable in annual installments, in accordance with said Promissory Note, or until the loan is paid in full.
3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment to Deed of Trust and any of the provisions of the Original Deed of Trust the provisions of this Amendment to Deed of Trust shall in all respects supersede, govern, and control.
4. Any provisions of the Original Deed of Trust not expressly modified herein remain in full force and effect.

5. Executed on the date first written above.

Grantor:

By Keith W. Amen
Signature

Name Keith W. Amen

Title President

Date 6/14/2024

ATTEST:

By [Signature]
Signature

Name ERIC WESTLIND

Title GENERAL MANAGER

Date 6/14/24

NOTARY REQUIRED

State of Colorado)
County of Larimer) ss.

The foregoing instrument was acknowledged before me on June 14, 2024 by

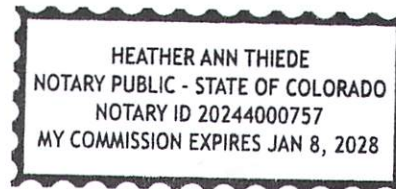
Keith Amen (Name) as President (Title)

and

Eric Westlind (Name) as General Manager (Title)

of The Water. Witness my hand and official seal.

Supply & Storage Company



Heather Thiede
Notary Public

My commission expires on January 8, 2028 (SEAL)

(Colorado Water Conservation Board will record Amendment to Deed of Trust with the County.)