

# PETROCK FENDEL POZNANOVIC, P.C.

ATTORNEYS

MATTHEW S. POZNANOVIC  
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December 23, 2020

## VIA EMAIL ONLY

Department of Natural Resources  
Colorado Water Conservation Board  
Ms. Peg Mason  
1313 Sherman St., Room 718  
Denver, CO 80203  
[peg.mason@state.co.us](mailto:peg.mason@state.co.us)

Re: Opinion Concerning CWCB Contract #CT2021-3116

Dear Ms. Mason:

I have been engaged to render this opinion on behalf of Orphan Wells of Wiggins, LLC. (“Borrower”), the “Borrower” under CWCB Contract #CT2021-3116 (“Contract”). For this opinion, I have examined the Contract, the articles of organization and amended articles of organization of OWW, the operating agreement of OWW, and the resolution of the board of directors of OWW authorizing the loan. I have assumed the genuineness of all documents submitted to me for review. Based upon such examination, I am of the opinion that:

- A. The Contract has been duly executed by officers of the Borrower who are duly elected and are authorized to execute the Contract and to bind the Borrower; and
- B. The resolution of the Borrower authorizing the execution and delivery of the Contract were duly adopted by the Borrower's board of directors; and
- C. There are no provisions in the Borrower's articles of organization, its operating agreement, or any state or local law that prevent this Contract from binding the Borrower; and
- D. The Contract will be valid and binding against the Borrower if fully executed.

Sincerely,  
PETROCK FENDEL POZNANOVIC, P.C.

*Matthew S. Poznanovic*

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Matthew S. Poznanovic, Esq.

cc: Steve Bruntz (via email)