

LOAN CONTRACT AMENDMENT NO. 1

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Amendment No. #1 Contract Number CMS 185406 CT2021*2224
Borrower and Address The Amity Mutual Irrigation Company	Original Contract Number CMS 162771 CT2021*2224
Current Loan Maximum Amount (amount in CORE) \$ 2,600,000 One Percent (1%) Loan Origination Fee \$26,000 Total Loan Amount (Includes 1% Origination Fee) \$2,626,000	Contract (Original) Performance (Project) Beginning Date Contract: February 19, 2021 Performance (Project) End Date: February 19, 2026
Project Name Queen Reservoir Dam Rehab Project	Loan Contract Terms 3.1% for 30 years Loan Contract Repayment Schedule Loan not in repayment at this time
Reason for Modification The purpose of this modification is for an increase to the Maximum Loan amount.	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">BORROWER</p> <p style="text-align: center;">The Amity Mutual Irrigation Company</p> <p style="text-align: center;"><i>Glenn Wilson</i> (Signature)</p> <p>Name: <u>Glenn Wilson</u></p> <p>Title: <u>President</u></p> <p>Date: <u>9/11/2023</u></p> <p>ATTEST: <i>Scott L. Maher</i> (Signature)</p> <p>Name: <u>Scott L. Maher</u></p> <p>Title: <u>Vice President</u></p> <p>Date: <u>9-11-23</u></p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board</p> <p>DocuSigned by: <i>Kirk Russell</i> 109C5E7A3A3F423... (Signature)</p> <p>Name: Kirk Russell, P.E., Section Chief</p> <p>Date: <u>September 25, 2023 7:48 AM MDT</u></p>
<p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate</p> <p style="text-align: center;">STATE CONTROLLER</p> <p style="text-align: center;">DocuSigned by: <i>Robert Jaros</i> Robert Jaros, CPA, MBA, JD <i>Ion Cotsapas</i></p> <p>By: <u>Ion Cotsapas</u> 70E3DFTB09EE4E8... (Signature)</p> <p>Name: <u>Ion Cotsapas</u></p> <p>Title: <u>DNR Procurement Director</u></p> <p style="text-align: right;">Amendment Effective Date: <u>September 26, 2023 10:47 AM MDT</u></p>	

1. PARTIES

This Amendment (the "Amendment") to the Original Contract (the "Contract") shown on the Signature and Cover Page for this Amendment is entered into by and between the Borrower ("Borrower" or "Authority"), and the State ("CWCBC").

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

4. PURPOSE

The Borrower was approved for a CWCBC loan contract, on February 19, 2021, for the Queen Reservoir Dam project. On July 20, 2023, the borrower was approved for an increase in the amount of the current loan contract by \$1,282,700 from \$1,343,300.00 to \$2,626,000. The total loan amount is hereby modified accordingly.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Original Contract Maximum loan contract amount shown on the Signature and Cover Page for this Amendment is hereby deleted and replaced with the Current Contract Maximum Amount of \$2,626,000.00. The loan terms shall remain at 3.1% for 30 years.
- B. Amendment to Promissory Note, Appendix A, in the revised loan amount and incorporated herein, shall replace and supersede the Original Promissory Note attached to the Original Loan Contract as Appendix 3
- C. Amendment to Security Agreement, Appendix B, in the revised loan amount and incorporated herein, shall supplement and operate in conjunction with the Original Security Agreement, attached to the Original Loan Contract as Appendix 5.
- D. Amendment to Deed of Trust, Appendix C, in the revised loan amount and incorporated herein, shall supplement and operate in conjunction with the Original Deed of Trust, attached to the Original Contract as Appendix 6. The Amendment to Deed of Trust (Appendix C) shall be recorded with the Kiowa County Clerk and Recorder.
- E. The Special Provisions contained in the Contract are hereby modified as follows:
 - i. The Special Provision titled "Prohibited Terms" is replaced in its entirety with:

"PROHIBITED TERMS. Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. "
 - ii. The Special Provision titled "Public Contracts for Services" is deleted.
 - iii. The Special Provision titled "Public Contracts with Natural Persons" is deleted.

6. RESOLUTION

The Borrower has adopted a Board of Director's Resolution (Required) and a Shareholder's Resolution (If not required, must be stated in Borrower's bylaws), irrevocable for the term of this loan, authorizing the Borrower to enter into this contract amendment to borrow the additional loan amount, to establish and collect assessments sufficient to pay the annual loan payments, to pledge said assessments for repayment of the loan, and to execute documents necessary to convey a security interest in said assessments and collateral, if necessary, to the CWCB, and attached as Appendix D.

7. ATTORNEY OPINION LETTER

Prior to the execution of this Amendment by the CWCB, the Borrower shall submit to the CWCB a letter from its attorney stating that it is the attorney's opinion that (1) the person(s) signing for the Borrower was duly elected or appointed and has authority to sign such documents on behalf of the Borrower and to bind the Borrower; (2) the Borrower's governing body has validly adopted a resolution approving this Amendment; (3) there are no provisions in the any state or local law that prevent this Amendment from binding the Borrower; and (4) this Amendment will be valid and binding against the Borrower if entered into by the CWCB.

8. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

**Appendix A, Amendment No. 1 to Loan Contract CT2021-2224
Amendment to Promissory Note**

Date:	August 1, 2023
Borrower:	The Amity Mutual Irrigation Company
Total Loan Amount:	\$2,626,000
Interest Rate:	3.1% per annum
Term:	30 years or until loan is paid in full
Loan Contract No.:	CT2021-2224
Annual Loan Payment:	\$135,714.18
Payment Initiation Date:	<u>(to be filled in at Substantial Completion of Project)</u>
Maturity Date:	<u>(to be filled in at Substantial Completion of Project)</u>

For Value Received, the Borrower promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the Loan Contract and this Amendment to Promissory Note (Note).

1. This Note, in the **revised loan amount of \$2,626,000**, *shall replace and supersede* the Original Promissory Note, attached as Appendix 3 to the Original Loan Contract, in the amount of \$1,343,300.00.
2. Principal and interest shall be payable in equal Annual Loan Payments, as set forth above, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street Room 718, Denver, Colorado 80203.
4. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the Annual Loan Payment within sixty (60) calendar days of the due date. At the discretion of the CWCB, and if the Borrower requests in writing with sufficient justification, the late fee may be waived by the CWCB. CWCB will review the request from the Borrower, and may, in its sole discretion, choose to waive the late fee.
5. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
6. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
7. This Note is issued pursuant to the Loan Contract between the CWCB and the Borrower. The Loan Contract creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement and Deed of Trust ("Security Instruments") of even date and amount and cover certain revenues and/or accounts of the Borrower. The Loan Contract and Security Instruments grant additional rights to the

CWCB, including the right to accelerate the maturity of this Note in certain events.

8. If any annual payment is not paid when due or any default under the Loan Contract or the Security Instruments securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the Borrower written notice of any alleged default and an opportunity to cure within sixty (60) days of receipt of such notice before the Borrower shall be considered in default for purposes of this Promissory Note.
9. The Borrower hereby agrees that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
10. This Note shall be governed in all respects by the laws of the State of Colorado.

Attest:

By

Scott L. Malone
Signature
Name Scott Lane Malone
Title Vice President

Date 9-11-23

Borrower:

By

Glenn Wilson
Signature

Name

Glenn Wilson

Title

President

Date

9/11/2023

**Appendix B, Amendment No.1 to Loan Contract CT2021-2224
Amendment to Security Agreement**

Debtor: The Amity Mutual Irrigation Company
Secured Party: Colorado Water Conservation Board
Revised Loan Amount: \$2,626,000.00
Term: 30 years or until loan is paid in full
Interest Rate: 3.1% per annum
Loan Contract Number: CT2021-2224

1. The Parties have amended the Original Loan Contract and Promissory Note to increase the total loan amount by \$1,282,700.00 from \$1,343,300.00 to \$2,626,000 and hereby amend the original Security Agreement, Appendix 5, to the Original Loan Contract to document the change.
2. The Parties expressly agree that this Amendment to Security Agreement is supplemental to the Security Agreement and all terms, conditions, and provisions thereof, are to apply to this Amendment to Security Agreement as though they were expressly rewritten, incorporated, and included herein.

Attest:

By

Name

Title

Date

Scott Lane Malone
Signature
Scott Lane Malone
Vice President
9-11-23

Borrower:

By

Name

Title

Date

Glenn Wilson
Signature
Glenn Wilson
President
9/11/2023

**Appendix C, Amendment No.1 to Loan Contract CT2021-2224
Amendment to Deed of Trust**

Date: July 20, 2023,
Grantor (Borrower): Amity Mutual Company
Beneficiary (Lender): Colorado Water Conservation Board
Lender Address: 1313 Sherman Street, Room 718, Denver,
Colorado, 80203
Total Loan Amount: \$2,626,000
Loan Contract Number: CT2021-2224
Recorded Date of Original Deed of Trust: 03/26/2021
County of Recording ("County"): Kiowa County
Deed of Trust Recording Information: Reception Number: 284782 (3 pages)
Pledged Property: No change to property pledged per original Deed of
Trust
Reason for Amendment to Deed of Trust: Increase the total loan amount by \$1,282,700 from
\$1,343,300 to \$2,626,000.

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

The Original Deed of Trust was recorded, in Kiowa 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 increase the Total Loan Amount by \$1,282,700 from \$1,343,300 to \$2,626,000.

NOW THEREFORE, the Beneficiary and Grantor agree that:

1. This Amendment to Deed of Trust, Appendix C, Amendment No. 1 to Contract Number CT2021-2224, *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix 6, recorded in Kiowa County, Reception Number 284782, recorded on March 26, 2021, and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$2,626,000 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2021-2224, 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 Glenn Wilson
Signature

Name Glenn Wilson

Title President

Date 9/11/2023

ATTEST:

By Scott Lane Malone
Signature

Name Scott Lane Malone

Title Vice President

Date 9-11-23

NOTARY REQUIRED

State of Colorado)
County of Prowers) ss.

The foregoing instrument was acknowledged before me on 11th, 2023 by

Glenn Wilson (Name) as President (Title)

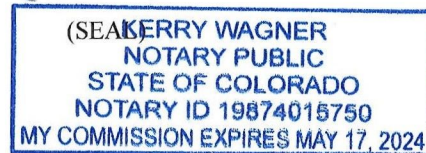
and

Scott Lane Malone (Name) as Vice-President (Title)

of Amity Mutual Irrigation Company. Witness my hand and official seal.

Kerry Wagner
Notary Public

My commission expires on May 17, 2024



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

Appendix D

Resolutions of the Shareholders of the Amity Mutual Irrigation Company QUEENS DAM REHABILITATION PROJECT

The Shareholders of the Amity Mutual Irrigation Company at a Shareholders' meeting held on August 25, 2023, at Holly, Colorado, adopted the following resolutions concerning a secured loan from the State of Colorado Water Conservation Board (CWCB), for the purpose of the Queens Reservoir Dam Rehabilitation project, in an amended amount not to exceed \$2,600,000.00 increasing the original amount authorized the Shareholders in the amount of \$1,343,300.00 which includes the CWCB Origination Fee of one percent (1%) of the Base Loan Amount.

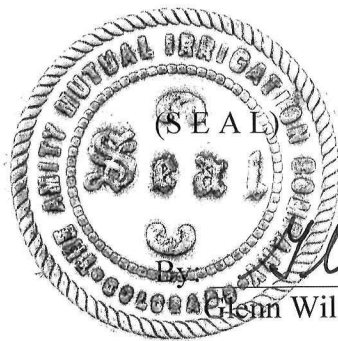
At said meeting, the SHAREHOLDERS charged that these resolutions are irrevocable during the term of the loan and pursuant to the Company's bylaws, authorized the Board of Directors and officers, RESOLVED as follows:

1. To enter into and comply with the terms of this Contract with the Colorado Water Conservation Board for a loan in an amount not to exceed \$2,600,000.00, as needed to finance the Project costs, including the CWCB Origination Fee of one percent (1%), and
2. To levy and collect assessments from the shareholders in an amount sufficient to pay the annual amounts due under the Contract, and to pledge assessment revenues and the Company's right to receive said revenues for repayment of the loan, and
3. To place said pledged revenues in a special account separate and apart from other Company revenues, and
4. To make the annual payments required by the Promissory Note and to make annual deposits to a debt service reserve fund, and
5. To pledge (i) an irrevocable (but not exclusive) pledge to the CWCB of the pledged revenues in such amount as is necessary to make each annual payment due under this Loan Contract, (ii) an assessment covenant; and (iii) annual financial reporting and (iv) pledge as security the Queen Reservoir Dam and outlet works, and to establish and collect such assessments from the shareholders of the company in a sufficient amount that together with other monies or revenues of the Company to enable the Company to meet its obligations to repay the CWCB for the loan, and
6. To execute all documents as required by the Contract, including, but not limited to, a Promissory Note, Security Agreement and Deed of Trust, necessary to convey a security interest in said property to the CWCB, and
7. To take such other actions and to execute such other documents as may be necessary to consummate and implement the loan.

CERTIFICATION

The undersigned, respectively, the President and Secretary of the Company, hereby certify that the foregoing are true and correct copies of resolutions duly adopted at a meeting of the Company's shareholders duly called and held as above recited, pursuant to the Company's bylaws, and that said resolutions have not been amended or rescinded.

Given under our hands and the seal of the Company this 25th day of August day of 2023.



ATTEST:

By: Kerry Wagner
Kerry Wagner - Secretary

Resolutions
of the Board of Directors of the Amity Mutual Irrigation Company

The Board of Directors of the Amity Mutual Irrigation Company, at a meeting held on August 25, 2023, at the Amity Mutual Irrigation Company's Offices in Holly, Colorado, adopted the following resolutions concerning a secured loan from the State of Colorado Water Conservation Board (CWCB), for the purpose of Queens Reservoir Dam Rehabilitation Project, to increase the amount that may be borrowed in an amended amount not to exceed \$2,600,000.00, increasing the original amount authorized by the Board of Directors on October 12, 2020 from \$1,343,300.00 which includes the CWCB Origination Fee of one percent (1%) of the Base Loan Amount.

At said meeting, the BOARD charged that these resolutions are irrevocable during the term of the loan and pursuant to the Company's bylaws, authorized the President and Corporate Secretary, RESOLVED as follows.

1. To enter into and comply with the terms of this Contract with the Colorado Water Conservation Board for a loan in an amended amount not to exceed \$2,600,000.00, as needed to finance the Project costs, including the CWCB Origination Fee of one percent (1%), and
2. To levy and collect assessments from the shareholders in an amount sufficient to pay the annual amounts due under the Contract, and to pledge assessment revenues and the Company's right to receive said revenues for repayment of the loan, and
3. To place said pledged revenues in a special account separate and apart from other Company revenues, and
4. To make the annual payments required by the Promissory Note and to make annual deposits to a debt service reserve fund, and
5. To pledge to pledge (i) an irrevocable (but not exclusive) pledge to the CWCB of the pledged revenues in such amount as is necessary to make each annual payment due under this Loan Contract, (ii) an assessment covenant; and (iii) annual financial reporting and (iv) pledge as security the Queen Reservoir Dam and outlet works, and to establish and collect such assessments from the shareholders of the company in a sufficient amount that together with other monies or revenues of the Company to enable the Company to meet its obligations to repay the CWCB, include rate covenant if needed) for the loan, and
6. to execute all documents as required by the Contract, including, but not limited to, a Promissory Note, Security Agreement and Deed of Trust, necessary to convey a security interest in said property to the CWCB, and
7. to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan.

CERTIFICATION

The undersigned, the President and the Corporate Secretary hereby certify that the foregoing are true and correct copies of resolutions duly adopted at a meeting of the Company's Board of Directors duly called and held as above recited, pursuant to the Company's bylaws,

Given under our hands and the seal of the Company this 25th day of August day of 2023.

(S E A L)

By: Glenn Wilson
Glenn Wilson - President

ATTEST:

By: Kerry Wagner
Kerry Wagner - Secretary

Certificate Of Completion

Envelope Id: EB42C4B37ED4487F99922C17FDE803C7

Status: Completed

Subject: DNR Pre-Review/Approval: A#1 CMS 185406, The Amity Mutual Irrigation Company/Queen Reservoir Dam

Source Envelope:

Document Pages: 12

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kaylee Salazar

AutoNav: Enabled

kaylee.salazar@state.co.us

Envelopeld Stamping: Enabled

IP Address: 165.127.23.2

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Record Tracking

Status: Original

Holder: Kaylee Salazar

Location: DocuSign

9/13/2023 2:14:07 PM

kaylee.salazar@state.co.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: DNR

Location: DocuSign

Signer Events**Signature****Timestamp**

DNR PRE-REVIEW

Completed

Sent: 9/13/2023 2:22:56 PM

dnr_edo_reviewcontract@state.co.us

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DNR

Signed: 9/15/2023 9:59:23 AM

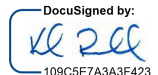
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Electronic Record and Signature Disclosure:
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Kirk Russell

DocuSigned by:



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kirk.russell@state.co.us

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Security Level: Email, Account Authentication (None)

Signed: 9/25/2023 7:48:47 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 173.31.145.106

Electronic Record and Signature Disclosure:

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Kaylee Salazar

Completed

Sent: 9/25/2023 7:48:49 AM

kaylee.salazar@state.co.us

Viewed: 9/25/2023 7:59:12 AM

Security Level: Email, Account Authentication (None)

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Signed: 9/25/2023 7:59:22 AM

Signed using mobile

Electronic Record and Signature Disclosure:

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Ion Cotsapas

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dnr_edo_allcontroller@state.co.us

Viewed: 9/26/2023 10:47:40 AM

DNR Procurement Director

Signed: 9/26/2023 10:47:46 AM

DNR Procurement Director

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Joshua Godwin joshua.godwin@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/26/2023 10:47:48 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2023 2:22:56 PM
Certified Delivered	Security Checked	9/26/2023 10:47:40 AM
Signing Complete	Security Checked	9/26/2023 10:47:46 AM
Completed	Security Checked	9/26/2023 10:47:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DNR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DNR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lilo.santos@state.co.us

To advise DNR of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lilo.santos@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DNR

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lilo.santos@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DNR

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lilo.santos@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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