

LOAN CONTRACT AMENDMENT NO. 1

<u>State Agency</u> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<u>Amendment No. #1 Contract Number</u> CMS 193121 CT2023-2593
<u>Borrower and Address</u> North Poudre Irrigation Company	<u>Original Contract Number</u> CMS 179015
<u>Current Contract Maximum Amount</u> \$9,999,000.00	<u>Contract (Original) Performance (Project) Beginning Date</u> October 18, 2022
<u>Project Name</u> Park Creek Expansion Project	<u>Contract (Original unless changed) Performance (Project) End Date (this end date includes any CWCB approved extensions)</u> October 18, 2027
<u>Reason for Modification</u> Amendment #1 increases the total loan amount.	<u>Loan Contract Terms</u> 2.55% for 30 years <u>Loan Contract Repayment Schedule</u> Loan not in repayment at this time

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;"><i>Loan R m a n y</i> (Signature)</p> <p>Name: <u>Loan R m a n y</u></p> <p>Title: <u>P R E S I D E N T</u></p> <p>Date: <u>8-16-24</u></p> <p>ATTEST:</p> <p style="text-align: center;"><i>Cali Gunter</i> (Signature)</p> <p>Name: <u>Cali Gunter</u></p> <p>Title: <u>Corporate Secretary</u></p> <p>Date: <u>8/16/24</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 style="text-align: center;"><i>KR Russell</i> (Signature)</p> <p>Name: <u>Kirk Russell, P.E., Section Chief</u></p> <p>Date: <u>August 22, 2024 12:39 PM MDT</u></p>
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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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
Jon Cotsapas

By: _____

Name: Jon Cotsapas

Title: DNR Procurement Director

Amendment Effective Date: August 26, 2024 | 1:39 PM MDT

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 ("CWCB").

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 CWCB loan increase, in July 2024, for the Park Creek Expansion project. The amount of the current loan contract is increased by \$3,454,200.00 from \$6,544,800.00 to \$9,999,000.00 in consideration of substantial completion of the project. 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 \$9,999,000.00. The loan terms shall remain at 2.55% 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 Larimer County Clerk and Recorder.

6. RESOLUTION

The Borrower has adopted a Board of Director's Resolution, 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 CT2023-2593
Amendment to Promissory Note**

Date: 7/24/2024
 Borrower: North Poudre Irrigation Company
 Total Loan Amount: \$9,999,000.00
 Interest Rate: 2.55% per annum
 Term: 30 years or until loan is paid in full
 Loan Contract No.: CT2023-2593
 Annual Loan Payment: \$480,919.22
 Payment Initiation Date: (to be filled in at Substantial Completion of Project)
 Maturity Date: (to be filled in at Substantial Completion of Project)

For Value Received, the Borrower promises to pay the Colorado Water Conservation Board ("CWCBC"), 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 \$9,999,000.00**, *shall replace and supersede* the Original Promissory Note, attached as Appendix 3 to the Original Loan Contract, in the amount of \$6,544,800.00.
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 CWCBC may impose a late charge in the amount of 5% of the annual payment if the CWCBC does not receive the Annual Loan Payment within sixty (60) calendar days of the due date. At the discretion of the CWCBC, and if the Borrower requests in writing with sufficient justification, the late fee may be waived by the CWCBC. CWCBC 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 CWCBC and the Borrower. The Loan Contract creates security interests in favor of the CWCBC 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

Name

Title

Date

Cali Gunter
Signature
Cali Gunter
Corporate Secretary
8/16/24

Borrower:

By

Name

Title

Date

Loren R. Mapey
Signature
Loren R. Mapey
PRESIDENT
8-16-2024

Appendix B, Amendment No.1 to Loan Contract CT2023-2593
Amendment to Security Agreement

Debtor: North Poudre Irrigation Company
Secured Party: Colorado Water Conservation Board
Revised Loan Amount: \$9,999,000.00
Term: 30 years or until loan is paid in full
Interest Rate: 2.55% per annum
Loan Contract Number: CT2023-2593

1. The Parties have amended the Original Loan Contract and Promissory Note to increase the total loan amount by \$3,454,200.00 from \$6,544,800.00 to \$9,999,000.00 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.

Borrower:

Attest:

By Cali Gunter
Signature
Name Cali Gunter
Title Corporate Secretary
Date 8/16/24

By Loren R. Macey
Signature
Name LOREN R MACEY
Title PRESIDENT
Date 120616, 2024

**Appendix C, Amendment No.1 to Loan Contract CT2023-2593
Amendment to Deed of Trust**

Date: 7/24/2024
Grantor (Borrower): North Poudre Irrigation Company
Beneficiary (Lender): Colorado Water Conservation Board
Lender Address: 1313 Sherman Street, Room 718, Denver,
Colorado, 80203
Total Loan Amount: \$9,999,000.00
Loan Contract Number: CT2023-2593
Recorded Date of Original Deed of Trust: 1/4/2023
County of Recording ("County"): Larimer
Deed of Trust Recording Information: Reception Number #20230000411 (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 \$3,454,200.00
from \$6,544,800.00 to \$9,999,000.00.

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 increase the Total Loan Amount by \$3,454,200.00 from \$6,544,800.00 to \$9,999,000.00 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 CT2023-2593, *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 20230000411, recorded on January 4, 2023, and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$9,999,000.00 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2023-2593, 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 ("CWCBB") 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 Loren R Maxey
Signature

Name Loren R Maxey

Title PRESIDENT

Date Aug 16, 2024

ATTEST:

By Cali Gunter
Signature

Name Cali Gunter

Title Corporate Secretary

Date 8/16/24

NOTARY REQUIRED

State of Colorado)
County of Larimer) ss.

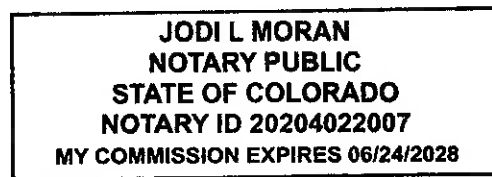
The foregoing instrument was acknowledged before me on August 16, 2024, by

Loren Maxey (Name) as president (Title)

and

Cali Gunter (Name) as corp. secretary (Title)

of NPIC. Witness my hand and official seal.



[Signature]
Notary Public

My commission expires on 06/24/23

(SEAL)

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

Appendix D

Resolutions of the Board of Directors of the North Poudre Irrigation Company

The Board of Directors of the North Poudre Irrigation Company, (Company or other entity), at a meeting held on (8/14, 2024), at (Wellington), Colorado, adopted the following resolutions concerning a secured loan from the State of Colorado Water Conservation Board (CWCB), for the purpose of Park Creek Expansion (Project), in an amount not to exceed \$9,999,000.00 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 amount not to exceed \$9,999,000.00, 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 (or other type of entity) 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 make (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 as evidenced by annual financial reporting and (iii) an undivided one hundred percent interest in the Park Creek Reservoir including all easements and access agreements, 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, and that said resolutions have not been amended or rescinded.

Given under our hands and the seal of the Company the 14th day of August 2024.

(S E A L)

ATTEST:

By: Cali Gunter
Signature
Name: Cali Gunter
Title: Corporate Secretary
Date: 8/14/24

By: Loren R. Maxey
Signature

Name: LOREN R. MAXEY

Title: PRESIDENT

Date: 8/14/24

Certificate Of Completion

Envelope Id: 90D8A81BFA7244A894C95BB222758162

Status: Completed

Subject: DNR Pre-Review/Approval: CMS 193121 A#1 LOAN-North Poudre-Park Creek Expansion Project, CT 2023*2593

Source Envelope:

Document Pages: 9

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kaylee Salazar

AutoNav: Enabled

kaylee.salazar@state.co.us

Envelope 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

8/19/2024 11:56:13 AM

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: 8/19/2024 11:59:24 AM

dnr_edo_reviewcontract@state.co.us

Viewed: 8/21/2024 2:37:29 PM

DNR

Signed: 8/21/2024 2:37:33 PM

Security Level: Email, Account Authentication (None)

Using IP Address: 72.175.133.93

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kirk Russell



Sent: 8/21/2024 2:37:35 PM

kirk.russell@state.co.us

Viewed: 8/22/2024 12:14:15 PM

CWCB, Finance Section Chief

Signed: 8/22/2024 12:39:57 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 50.207.20.104

Electronic Record and Signature Disclosure:

Accepted: 8/22/2024 12:14:15 PM

ID: af33a839-bba5-420f-a9e2-dc91262023fc

Kaylee Salazar

Completed

Sent: 8/22/2024 12:39:59 PM

kaylee.salazar@state.co.us

Viewed: 8/22/2024 12:47:46 PM

Security Level: Email, Account Authentication (None)

Using IP Address: 165.127.23.2

Signed: 8/22/2024 12:47:47 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ion Cotsapas



Sent: 8/22/2024 12:47:48 PM

dnr_edo_allcontroller@state.co.us

Viewed: 8/26/2024 1:39:33 PM

DNR Procurement Director

Signed: 8/26/2024 1:39:40 PM

DNR Procurement Director

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 67.162.159.117

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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
Zach Salin zach.salin@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/26/2024 1:39:42 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/19/2024 11:59:24 AM
Certified Delivered	Security Checked	8/26/2024 1:39:33 PM
Signing Complete	Security Checked	8/26/2024 1:39:40 PM
Completed	Security Checked	8/26/2024 1:39:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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:

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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.

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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.

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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..

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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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- Until or unless you notify DNR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DNR during the course of your relationship with DNR.