

OPTION LETTER NO. 1

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Option Letter No. 1 Contract Number CMS 193833 CT 2024*3122
Borrower Last Chance Ditch Company	Original Contract Number CMS 187785 CT2024*3122
Project Name Measurement Structure Reconstruction Project	Loan Contract Effective Date December 11, 2023
Current Contract Maximum Amount \$191,691.01	Loan Contract Expiration Date September 1, 2054

1. **OPTIONS:**

a. Option to decrease total Contract amount and revise Contract expiration date upon CWCB *Notice of Project Substantial Completion*.
2. **REQUIRED PROVISIONS:**

a. The amount of the current Loan Contract Amount is decreased by \$6,268.99 from \$197,960.00 to \$191,691.01 in consideration of substantial completion of the Project. The Total Loan Amount is hereby modified accordingly.



b. This change does not include a change to the annual payment and interest rate.

c. This Option Letter and supporting documentation shall become part of and be incorporated into this Contract for the total duration of the Loan Contract.

d. This Option Letter shall include the written *Notice of Project Substantial Completion*.

e. The Contract Maximum Amount table on the Contract Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**

a. The effective date of this Option Letter is upon approval of the State Controller or an authorized delegate.

<div><p>STATE OF COLORADO Jared S. Polis, Governor Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board</p></div> <div><p>By: <u></u></p><p>Name: <u>Kirk Russell</u></p><p>Title: <u>CWCB, Finance Section Chief</u></p><p>Date: <u>September 16, 2024 6:12 AM MDT</u></p></div>	<div><p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p><p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p><p>By: <u></u></p><p>Name: <u>Ion Cotsapas</u></p><p>Title: <u>DNR Procurement Director</u></p><p>Option Effective Date: <u>September 17, 2024 1:20 PM MDT</u></p></div>
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COLORADO

Colorado Water Conservation Board

Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203

August 28, 2024

Mr. Garrett Varra, President
Last Chance Ditch Company
PO Box 119
Longmont, CO 80502

Re: Measurement Structure Reconstruction Project
Loan Contract Number CT2024-3122

NOTICE OF PROJECT SUBSTANTIAL COMPLETION

Dear Mr. Varra:

This letter is to advise you that the Project referenced above will be substantially completed on September 1, 2024. In accordance with the Loan Contract, the Company owes \$2,074.25 for interest accrued during the construction phase of the Project (see attached Project Expenditure Schedule). Please make this "interest only payment" check payable to the Colorado Water Conservation Board and include the Loan Contract Number on the check.

The final total loan amount under this contract is \$191,691.01 (\$189,793.08 plus \$1,897.93 for the 1% service fee). An adjustment in the amount of \$6,268.99 will be made to the contract for funds no longer needed; however, the annual payment will remain as contracted. Kaylee Salazar, Contracts Manager, will follow up with an executed 'Option Letter' reflecting the adjusted amount. The first annual loan payment will be due on September 1, 2025, in the amount of \$12,153.07 as presented in the attached Loan Repayment Schedule and Promissory Note.

Please note, in accordance with the Borrower's Liability Insurance Provision of the Loan Contract, a renewed insurance certificate must be submitted to the CWCB annually and a Reserve Account must be maintained during the entire repayment period.

It has been a pleasure working with you on the successful completion of this project. Please don't hesitate to contact us if you have any questions.

Sincerely,

Kirk Russell, P.E. Chief
CWCB Finance Section

Loan Contract Amount = \$197,960.00
Final Total Loan Amount = \$191,691.01

cc: Brad Wind, CWCB Board Member, South Platte River Basin



Colorado Water Conservation Board
Project Expenditure Schedule

Measurement Structure Reconstruction Project

Last Chance Ditch Company
P. O. Box 119
Longmont, CO 80502
c/o Garrett Varra

Ph. 303-666-6657
Fax
gcvarra@gmail.com

	Original	Amended	Final
Loan Contract No.:	CT2024-3122		
Authorization:	\$197,960.00		
Contract Amount	\$196,000.00		\$ 189,793.08
Loan Service Fee %	1.00%		
Loan Service Fee	\$1,960.00		\$ 1,897.93
Total Loan Amount	\$197,960.00		\$ 191,691.01
Interest:	4.50%		4.50%
Term (Years):	30		30
Conditions:	Up to 100%		Up to 100%
IDC Calculation Date:	9/1/2024		

Substantial Completion Date

9/1/2024

Contract Expires: 12/11/2026

Pay Req. No.	Date	Description	Amount Disbursed	Cumulative Loan Balance	Balance Available to Loan	Interest	Accrued Interest
					\$ 197,960.00		
1	12/13/2023	Engineering	\$ 9,718.75	\$ 9,718.75	\$ 188,241.25	\$ 315.13	\$ 315.13
2	2/23/2024	Engineering	\$ 22,175.00	\$ 31,893.75	\$ 166,066.25	\$ 522.18	\$ 837.31
3	6/3/2024	Engineering	\$ 13,830.42	\$ 45,724.17	\$ 152,235.83	\$ 153.46	\$ 990.77
4	7/2/2024	Construction	\$ 144,068.91	\$ 189,793.08	\$ 8,166.92	\$ 1,083.48	\$ 2,074.25
Final	9/1/2024	Loan Service Fee @ 1%	\$ 1,897.93	\$ 191,691.01	\$ 6,268.99	-	\$ 2,074.25
CT	9/1/2024	contract adjustment - funds not needed	(\$ 6,268.99)	\$ 191,691.01	(\$ 0.00)	-	\$ 2,074.25

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COLORADO

Colorado Water Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

Loan Repayment Schedule

Borrower | Last Chance Ditch Company

Loan Contract Number | CT2024-3122

FINAL Loan Amount | \$189,793.08

1% Service Fee | \$1,897.93

Interest During Construction Added | \$0.00

FINAL Total Loan Amount | \$191,691.01

Interest Rate | 4.500000 %

Term | 30

First Payment Due | September 1, 2025

Annual Payment Amount | \$12,153.07

Line status	Pmt Date	Payment	Principal	Interest	Column fees	True Balance
Service Fee / IDC	09/01/2024	\$0.00	\$-1,897.93	\$0.00	\$1,897.93	\$191,691.01
Due Pmt	09/01/2025	\$12,153.07	\$3,526.97	\$8,626.10	\$0.00	\$188,164.04
Due Pmt	09/01/2026	\$12,153.07	\$3,685.69	\$8,467.38	\$0.00	\$184,478.35
Due Pmt	09/01/2027	\$12,153.07	\$3,851.54	\$8,301.53	\$0.00	\$180,626.81
Due Pmt	09/01/2028	\$12,153.07	\$4,024.86	\$8,128.21	\$0.00	\$176,601.95
Due Pmt	09/01/2029	\$12,153.07	\$4,205.98	\$7,947.09	\$0.00	\$172,395.97
Due Pmt	09/01/2030	\$12,153.07	\$4,395.25	\$7,757.82	\$0.00	\$168,000.72
Due Pmt	09/01/2031	\$12,153.07	\$4,593.04	\$7,560.03	\$0.00	\$163,407.68
Due Pmt	09/01/2032	\$12,153.07	\$4,799.72	\$7,353.35	\$0.00	\$158,607.96
Due Pmt	09/01/2033	\$12,153.07	\$5,015.71	\$7,137.36	\$0.00	\$153,592.25
Due Pmt	09/01/2034	\$12,153.07	\$5,241.42	\$6,911.65	\$0.00	\$148,350.83
Due Pmt	09/01/2035	\$12,153.07	\$5,477.28	\$6,675.79	\$0.00	\$142,873.55
Due Pmt	09/01/2036	\$12,153.07	\$5,723.76	\$6,429.31	\$0.00	\$137,149.79
Due Pmt	09/01/2037	\$12,153.07	\$5,981.33	\$6,171.74	\$0.00	\$131,168.46
Due Pmt	09/01/2038	\$12,153.07	\$6,250.49	\$5,902.58	\$0.00	\$124,917.97
Due Pmt	09/01/2039	\$12,153.07	\$6,531.76	\$5,621.31	\$0.00	\$118,386.21
Due Pmt	09/01/2040	\$12,153.07	\$6,825.69	\$5,327.38	\$0.00	\$111,560.52
Due Pmt	09/01/2041	\$12,153.07	\$7,132.85	\$5,020.22	\$0.00	\$104,427.67
Due Pmt	09/01/2042	\$12,153.07	\$7,453.82	\$4,699.25	\$0.00	\$96,973.85
Due Pmt	09/01/2043	\$12,153.07	\$7,789.25	\$4,363.82	\$0.00	\$89,184.60
Due Pmt	09/01/2044	\$12,153.07	\$8,139.76	\$4,013.31	\$0.00	\$81,044.84
Due Pmt	09/01/2045	\$12,153.07	\$8,506.05	\$3,647.02	\$0.00	\$72,538.79
Due Pmt	09/01/2046	\$12,153.07	\$8,888.82	\$3,264.25	\$0.00	\$63,649.97
Due Pmt	09/01/2047	\$12,153.07	\$9,288.82	\$2,864.25	\$0.00	\$54,361.15
Due Pmt	09/01/2048	\$12,153.07	\$9,706.82	\$2,446.25	\$0.00	\$44,654.33
Due Pmt	09/01/2049	\$12,153.07	\$10,143.63	\$2,009.44	\$0.00	\$34,510.70
Due Pmt	09/01/2050	\$12,153.07	\$10,600.09	\$1,552.98	\$0.00	\$23,910.61
Due Pmt	09/01/2051	\$12,153.07	\$11,077.09	\$1,075.98	\$0.00	\$12,833.52
Due Pmt	09/01/2052	\$12,153.07	\$11,575.56	\$577.51	\$0.00	\$1,257.96
Due Pmt	09/01/2053	\$1,314.57	\$1,257.96	\$56.61	\$0.00	\$0.00
Information	09/01/2054	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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APPENDIX 3, PROMISSORY NOTE

Date: 11/20/2023

Borrower: Last Chance Ditch Company

Total Loan Amount: \$197,960.00

Interest Rate: 4.50% per annum

Term of Repayment: 30 years

Loan Contract Number: CT2024-3122

Annual Loan Payment: \$12,153.07

Payment Initiation Date*: 9/1/2024
(To be filled in at Substantial Completion of Project)

Maturity Date*: 9/1/2054
(To be filled in at Substantial Completion of Project)

* Payment Initiation Date and Maturity Date fields are filled in *after* the Project has been substantially completed.

1. 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 Contract and this Promissory Note.
2. Principal and interest shall be payable in annual equal payments as set forth in "Annual Loan Payment" above, with the first payment due and payable one year from the Payment Initiation Date (the date the CWCB determines that the Project is substantially complete), 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 five percent (5%) of the annual payment if the CWCB does not receive the annual 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 Promissory 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. This Promissory Note is issued pursuant to the Contract between the CWCB and the Borrower. The 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 Security Agreement and Deed of Trust ("Security Instruments") of even date and amount herewith and cover the Pledged Revenues and Pledged Property. The Contract and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Promissory Note in certain events.
7. If any annual payment is not paid when due or any default under the Contract or the Security Instruments securing this Promissory 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 seven percent (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.

Until payment in full of the indebtedness, the Grantor shall timely pay all taxes and assessments levied on the Pledged Property; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the Pledged Property insured in accordance with the requirements of the Loan Contract. In the event of the sale or transfer of the Pledged Property, the Beneficiary, at its option, may declare the entire balance of the note immediately due and payable.

In case of default in any of said payments of the principal or interest, according to the terms of said Promissory Note or Loan Contract, by the Grantor, its successors or assigns, then said principal sum hereby secured, and interest thereon, may at once, at the option of the Beneficiary, become due and payable, and the said Pledged Property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

It is further understood and agreed, that if a release or a partial release of this Deed of Trust is required, the Grantor, its successors or assigns will pay the expense thereof; that all the covenants and agreements contained herein and in the Promissory Note and Loan Contract shall extend to and be binding upon the successors or assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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8. 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.
9. This Promissory Note is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State thereunto enabling. Specifically, but not by way of limitation, the Contract and this Promissory Note are authorized pursuant to and under the authority of Title 31, Article 35; Title 37, Article 45.1; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., and Section 31-35-413, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of this Promissory Note and the Promissory Note shall be incontestable for any cause whatsoever after its delivery for value.

Borrower:

By: 
Signature

Attest:

Name: Garrett Varra

Title: Presidnet

Date: December 1, 2023

By: 
Signature

Name: Angie Swanson

Title: Secretary/Treasurer

Date: December 1, 2023



Measurement Structure Reconstruction Project

Last Chance Ditch Company
Substantially Complete September 1, 2024

The Last Chance Ditch Company Measurement Structure Reconstruction Project is shown in the pictures below. The Project installed a new cast-in-place concrete flume which allows for accurate measurement of the flow rate through the ditch.



Project Description

The Last Chance Ditch Company provides water from St. Vrain Creek to nearby farmers, special districts, commercial interests, and municipalities and is used for irrigation on approximately 820 acres as well as for augmentation, gravel mining, and municipal use.

The Last Chance Ditch Company’s Measurement Structure Reconstruction Project focused on replacing the existing measurement flume for the ditch, which was identified as deficient by a Department of Water Resources Structure Assessment conducted in the spring of 2022. The steel walls of the flume had rusted out, the invert was too low to obtain an accurate flow rate reading, and sour was occurring on the downstream end of the flume. Last Chance Ditch Company replaced the failing flume with a new, cast-in-place concrete flume and installed a new stilling well, an enclosure for electronic monitoring equipment, and armoring of the ditch channel in the flume vicinity.

P R O J E C T D A T A		
Sponsor: Last Chance Ditch Company	County: Weld	Water Source: St. Vrain Creek
Type of Project: Ditch Rehabilitation	Board Approval Date: November 2023	
Loan Terms: 30 years @ 4.50% (Original) \$197,960 @ 4.50% (Final) \$191,691.01		
Design Engineer: Summit Water Engineers		
Contractor: Total Concrete Services Inc.		

Certificate Of Completion		
Envelope Id: 2D9F2BE3E0454720885FACC1084D4D2C		Status: Completed
Subject: CMS 193833, OL#1 Last Chance Ditch Loan project Contract No. CT2024-3122		
Source Envelope:		
Document Pages: 8	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
8/29/2024 10:43:26 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: 8/29/2024 10:51:48 AM
dnr_edo_reviewcontract@state.co.us		Viewed: 9/12/2024 8:07:29 AM
DNR		Signed: 9/12/2024 8:07:30 AM
Security Level: Email, Account Authentication (None)	Using IP Address: 35.150.113.0	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kirk Russell		Sent: 9/12/2024 8:07:32 AM
kirk.russell@state.co.us		Viewed: 9/16/2024 6:11:31 AM
CWCB, Finance Section Chief		Signed: 9/16/2024 6:12:58 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Using IP Address: 165.127.23.2	
Electronic Record and Signature Disclosure: Accepted: 9/16/2024 6:11:30 AM ID: 6bea20c3-8533-4b07-83aa-c41176bfb705		
Kaylee Salazar	Completed	Sent: 9/16/2024 6:12:59 AM
kaylee.salazar@state.co.us		Viewed: 9/16/2024 7:28:43 AM
Security Level: Email, Account Authentication (None)		Signed: 9/16/2024 7:28:45 AM
	Using IP Address: 73.169.11.50	
	Signed using mobile	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ion Cotsapas		Sent: 9/16/2024 7:28:47 AM
dnr_edo_allcontroller@state.co.us		Viewed: 9/17/2024 1:20:43 PM
DNR Procurement Director		Signed: 9/17/2024 1:20:46 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
Joshua Godwin joshua.godwin@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/17/2024 1:20:47 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/29/2024 10:51:49 AM
Certified Delivered	Security Checked	9/17/2024 1:20:43 PM
Signing Complete	Security Checked	9/17/2024 1:20:46 PM
Completed	Security Checked	9/17/2024 1:20:47 PM
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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.