

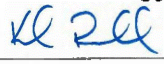
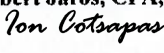


**LOAN CONTRACT AMENDMENT NO. 2**

<b>State Agency</b> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<b>Amendment No.2 Contract Number</b> CMS 199490 CT2023-2593
<b>Borrower and Address</b> North Poudre Irrigation Company	<b>Original Contract Number</b> CMS 179015
<b>Current Contract Maximum Amount</b> \$ 12,978,500.00	<b>Contract Performance Beginning Date</b> October 18, 2022
<b>Project Name</b> Park Creek Expansion Project	<b>Contract Performance End Date</b> October 18, 2027
<b>Reason for Modification</b> Amendment #2 increases the total loan amount.	<b>Loan Contract Terms</b> 2.55% for 30 years <b>Loan Contract Repayment Schedule</b> 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.

<b>BORROWER</b> North Poudre Irrigation Company  (Signature) Name: <u>Michael Matsuda</u> Title: <u>V. President</u> Date: <u>5/27/2025</u> <b>ATTEST:</b>  (Signature) Name: <u>Cali Gunter</u> Title: <u>Corporate Secretary</u> Date: <u>May 27th, 2025</u>	<b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board  (Signature) Name: Kirk Russell, P.E., Section Chief Date: <u>May 28, 2025   11:40 AM MDT</u>
<p>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><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b>    By: _____  Name: <u>Ion Cotsapas</u>  Title: <u>DNR Procurement Director</u></p> <p>Amendment Effective Date: <u>June 4, 2025   3:19 PM 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, in July 2024 for the Park Creek Expansion project. Senate Bill 25-283, signed May 15, 2025, authorized an increase to the Loan. The amount of the current loan contract is increased by \$2,979,500.00 from \$9,999,000.00 to \$12,978,500.00. 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 previously revised Contract Maximum loan amount shown on the Signature and Cover Page for this Amendment is hereby deleted and replaced with the Current Contract Maximum Amount of \$12,978,500.00. The loan terms shall remain at 2.55% for 30 years.
- B. Amendment to Promissory Note, Appendix A-1, 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 and the Amendment to Promissory Note, Appendix A, attached to Contract Amendment No.1.
- C. Amendment to Security Agreement, Appendix B-1, 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 and the Amendment to Security Agreement, Appendix B, attached to Contract Amendment No.1.
- D. Amendment to Deed of Trust, Appendix C-1, 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 and the Amended Deed of Trust, Appendix C, attached to Contract Amendment No. 1. The Amendment to Deed of Trust (Appendix C-1) 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 CWCBC, and attached as Appendix D-1.

**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-1, Amendment No. 2 to Loan Contract CT2023-2593  
Amendment to Promissory Note**

Date: 5/19/2025  
Borrower: North Poudre Irrigation Company  
Total Loan Amount: \$12,978,500.00  
Interest Rate: 2.55% per annum  
Term: 30 years or until loan is paid in full  
Loan Contract No.: CT2023-2593  
Annual Loan Payment: \$624,223.43  
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 ("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, Appendix A-1, in the revised loan amount, of \$12,978,500.00, *shall replace and supersede* the Original Promissory Note attached as Appendix 2 to the Original Loan Contract in the amount of \$6,544,800.00 and the Amendment to Promissory Note Appendix A attached to Contract Amendment No. 1 in the amount of \$9,999,000.00 and incorporated by reference.
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, 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 Cali Gunter  
 Signature  
 Name Cali Gunter  
 Title Corporate Secretary  
 Date May 27th, 2025

Borrower:

By Michael Matsuda  
 Signature  
 Name Michael Matsuda  
 Title V. President  
 Date 5/27/2025

**Appendix B-1, Amendment No.2 to Loan Contract CT2023-2593**  
**Amendment to Security Agreement**

Debtor: North Poudre Irrigation Company  
Secured Party: Colorado Water Conservation Board  
Revised Loan Amount: \$12,978,500.00  
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 loan amount from \$9,999,000.00 to \$12,978,500.00, and hereby amend the original Security Agreement, attached as Appendix 5, to the Original Loan and the Amendment to Security Agreement, attached as Appendix B to Loan Contract Amendment No. 1, to reflect this change to the total loan contract amount.
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 Corporate Cali Gunter  
Title Corporate Secretary  
Date May 27th, 2025

By Michael Matsuda  
Signature  
Name Michael Matsuda  
Title V. President  
Date 5/27/2025

**Appendix C-1, Amendment No.2 to Loan Contract CT2023-2593  
Amendment to Deed of Trust**

Date: 05/19/2025  
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: \$12,978,500.00  
Loan Contract Number: CT2023-2593  
Recorded Date of Original Deed of Trust: 1/4/2023  
County of Recording ("County"): Larimer  
Original Deed of Trust Recording: Reception #20230000411 (3 pages), 01/04/2023  
Amendment #1 Deed of Trust Recording: Reception #20240037728 (3 pages), 09/10/2024  
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 \$2,979,500.00  
from \$9,999,000.00 to \$12,978,500.00.

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 \$2,979,500.00 from \$9,999,000.00 to \$12,978,500.00.

NOW THEREFORE, the Beneficiary and Grantor agree that:

1. This Amendment to Deed of Trust, Appendix C-1, Amendment No. 2 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 the amended Deed of Trust attached to Amendment #1 as Appendix C, recorded in Larimer County, Reception Number #20240037728, recorded on 09/10/2024 and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$12,978,500.00 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2023-2593, Amendment No. 2, 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, or the amended Deed of Trust attached to Amendment #1, 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, or the amended Deed of Trust attached to Amendment #1, not expressly modified herein remain in full force and effect.



5. Executed on the date first written above.

Grantor:

By Michael Matsuda  
Signature

Name Michael Matsuda

Title V. President

Date 5/27/2025

ATTEST:

By Cali Gunter  
Signature

Name Cali Gunter

Title Corporate Secretary

Date May 27th, 2025

**NOTARY REQUIRED**

State of Colorado )  
County of Lamar ) ss.

The foregoing instrument was acknowledged before me on May 27th, 2025 by

Michael Matsuda (Name) as V. President (Title)

and

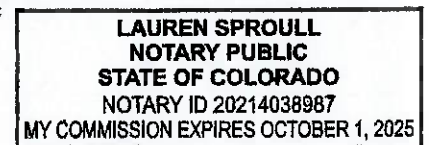
Cali Gunter (Name) as Corporate Secretary (Title)

of NPIC. Witness my hand and official seal.

Lauren Sproull  
Notary Public

My commission expires on October 1, 2025

(SEAL)



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



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

The Board of Directors of North Poudre Irrigation Company (Company), at a meeting held 5/21, 2025, at Wellington, Colorado, approved a modification to a loan from the Colorado Water Conservation Board (CWCB), authorizing the form and execution of a loan contract amendment and the appendices thereto; pledging certain funds as security for the repayment of amounts specified in the Loan Contract Amendment No. 2.

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/or Vice President and Corporate Secretary, RESOLVED as follows:

1. to modify the terms of the Loan Contract #CT2023-2593 with the Colorado Water Conservation Board, to increase the total loan amount from \$9,999,000.00 to \$12,978,500.00, and
2. to levy and collect assessments from the shareholders in an amount sufficient to pay the annual amounts due under the Loan 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 Amendment to Promissory Note and to make annual deposits to a debt service reserve fund, and
5. to pledge the annual shareholders assessments for debt service and the property of the Company described in Appendix 4 of the Original Contract and Appendix D of Amendment #1, Resolutions of the Board of Directors, as Collateral for the loan, and
6. to execute all documents as required, including the Loan Contract Amendment No. 2 and all Amendment Appendices, including but not limited to, the Amended Promissory Note, Amended Security Agreement, and Amended 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/or Vice 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 21<sup>st</sup> day of May 2025.

By Michael Matsuda  
Signature

Name: Michael Matsuda

Title: V. President

Date: 5/21/2025

(S E A L)

By \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By Caci Gentry  
Signature  
Title: Corporate Secretary  
Date: 5/21/25

### Certificate Of Completion


Envelope Id: 1939F576-4826-44A0-A7BD-D964B5DABFEB	Status: Completed
Subject: DNR Pre-Review: CMS 199490 North Poudre Irrigation Co - Park Creek Expansion A#2, CT2023-2593	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kaylee Salazar
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	kaylee.salazar@state.co.us
	IP Address: 165.127.23.2

### Record Tracking

Status: Original	Holder: Kaylee Salazar	Location: DocuSign
5/27/2025 3:10:14 PM	kaylee.salazar@state.co.us	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: DNR	Location: Docusign

### Signer Events


Signer Events	Signature	Timestamp
DNR PRE-REVIEW	<b>Completed</b>	Sent: 5/27/2025 3:14:31 PM
dnr_edo_reviewcontract@state.co.us		Viewed: 5/28/2025 10:23:00 AM
DNR		Signed: 5/28/2025 10:23:02 AM
Security Level: Email, Account Authentication (None)	Using IP Address: 35.150.119.172	
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via Docusign		

Kirk Russell		Sent: 5/28/2025 10:23:03 AM
kirk.russell@state.co.us		Viewed: 5/28/2025 11:32:03 AM
CWCB, Finance Section Chief		Signed: 5/28/2025 11:40:53 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Using IP Address: 162.198.36.135	

**Electronic Record and Signature Disclosure:**  
Accepted: 5/28/2025 11:32:03 AM  
ID: 14473996-6980-4e1e-b052-d6442d037b5b

Kaylee Salazar	<b>Completed</b>	Sent: 5/28/2025 11:40:54 AM
kaylee.salazar@state.co.us		Viewed: 5/30/2025 10:53:01 AM
Security Level: Email, Account Authentication (None)	Using IP Address: 165.127.23.2	Signed: 5/30/2025 10:53:03 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Ion Cotsapas		Sent: 5/30/2025 10:53:04 AM
dnr_edo_allcontroller@state.co.us		Viewed: 6/4/2025 3:18:55 PM
DNR Procurement Director		Signed: 6/4/2025 3:19:02 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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/27/2025 3:14:31 PM
Certified Delivered	Security Checked	6/4/2025 3:18:55 PM
Signing Complete	Security Checked	6/4/2025 3:19:02 PM
Completed	Security Checked	6/4/2025 3:19:02 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](mailto: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](mailto: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](mailto: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](mailto: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.