



AIA® Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address)

Christian County High School

5185 Fort Campbell Blvd Hopkinsville,
KY 42240

OWNER: (name and address)

Christian County Board of Education
200 Glass Avenue Hopkinsville, KY 42240

CONTRACTOR: (name and address)

A & K Construction
100 Calloway Court Paducah, KY 42001

CONTRACT INFORMATION:

Contract For:
BP 032-01 General Trades
Date:
March 16, 2026

CHANGE ORDER INFORMATION:

Change Order Number:
148
Date:
October 12, 2026

ARCHITECT: (name and address)

Hafer PSC
101 E. Second Street, Suite 101 Owensboro, KY 42303

CONSTRUCTION MANAGER: (name and address)

Alliance Corporation
116 E. College Street Glasgow, KY 42141

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Cost associated with Academy E floor graphics per PR #73 and batting cages.

The original Guaranteed Maximum Price was	\$ 1,685,317.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,685,317.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 129,898.42
The new Contract Sum including this Change Order will be	\$ 1,815,215.42

The Contract time will be unchanged by Zero (0) days.

The Contractor's Work shall be substantially complete on.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

ARCHITECT (Signature)

BY: Eric Rang, Hafer PSC

(Printed name, title, and license number if required)

Date

CONSTRUCTION MANAGER (Signature)

BY: Kevin Hitchel, Alliance Corporation

(Printed name and title)

Date

CONTRACTOR (Signature)

BY: Jake Parks, A&K Construction

(Printed name and title)

Date

OWNER (Signature)

BY: Christopher Bentzel, Christian County Board of Education

(Printed name and title)

Date



PROPOSAL REQUEST

Project:	Christian County High School 5185 Ft. Campbell Blvd Hopkinsville, KY 42240	PR No.:	073
		Date:	August 12, 2026
Owner:	Christian County Public Schools 222 Glass Ave Hopkinsville, KY 42240	Project Number:	2106-204
		Contract for:	
To:	Kevin Hitchell Alliance Corporation 116 E. College Steet Glasgow, KY 42141		
RE:	Academy E 2nd Floor Media Center Graphics		

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.
THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description:

Provide all required materials and labor to install wall film graphics in room Media E207 on east and west walls. Graphic to match Media E107 walls.

Attachments: List Attachments Here

By: Eric Rang, Steve Harding, Josh Maddox, Jason Wilson
CC:

**Christian County High School
PROPOSAL REQUEST PRICING SHEET
ALLIANCE JOB #22-033**

PROPOSED CHANGE REQUEST NO. PR-71 DATE 9/10/2026

DESCRIPTION Academy E 2nd Floor Graphics

CONTRACTOR Trio Signs BID PKG. 30-General Trades

WORK DESCRIPTION Furnish and install wall film/vinyl

A. UNIT PRICING FROM FORM OF PROPOSAL

1. UNIT PRICING	<u> </u> QTY.	<u> </u> U.P.	<u>\$ -</u>	TOTAL COST
2. UNIT PRICING	<u> </u> QTY.	<u> </u> U.P.	<u>\$ -</u>	TOTAL COST
3. UNIT PRICING	<u> </u> QTY.	<u> </u> U.P.	<u>\$ -</u>	TOTAL COST

B. MATERIAL

1. Vinyl	ITEM	<u>1</u> ea	<u>\$ 7,292.00</u> UNIT	<u>\$ 7,292.00</u>
2. <u> </u>	ITEM	<u> </u> cy	<u> </u> UNIT	<u>\$ -</u>
3. <u> </u>	ITEM	<u> </u> LS	<u> </u> UNIT	<u>\$ -</u>
4. <u> </u>	ITEM	<u> </u> LS	<u> </u> UNIT	<u>\$ -</u>
5. 6% KY Sales Tax	ITEM	<u>1</u> QTY.	<u>6%</u> UNIT	<u>\$ 437.52</u>

MATERIAL TOTAL \$ 7,729.52

LABOR

1. <u> </u>	<u>24</u> hrs	<u>\$ 174.00</u> \$/hr	<u>\$ 4,176.00</u>
2. <u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>
3. <u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>

LABOR TOTAL \$ 4,176.00

EQUIPMENT

EQUIPMENT TOTAL \$ -

MATERIAL, LABOR & EQUIPMENT SUBTOTAL \$ 11,905.52

15% OVERHEAD/PROFIT MARK-UP \$ 1,785.48

DEDUCT DPO (DIRECT PURCHASE ORDER) MATERIAL \$ -

TOTAL ADD \$ 13,691.00

NOTE: CONTRACTORS ARE TO USE UNIT PRICES WHERE APPLICABLE.



CCHS Batting Cages – Change Order Backup

October 8, 2026 · Kevin Hitchel, Project Executive

Prepared for Christian County Public Schools by Alliance Corporation, Construction Manager · 116 East College Street, Glasgow, KY 42141 · 270-651-8848 · alliancecorporation.com

Summary

Alliance recommends approval of a time-and-material change order to A&K Construction for two batting cage structures at Christian County High School, not to exceed **\$116,207.42**. The district pays only verified actual cost up to that cap.

Item	Detail
Project	Christian County High School
Contractor	A&K Construction, Inc.
Basis	Time and material, not to exceed
Not-to-exceed	\$116,207.42
Owner approval	Dr. Jason Wilson, Assistant Superintendent, by email on 10/5/2026
Board action	Next scheduled board meeting (week of 10/12/2026)

Scope of work

A&K will build two roof-only batting cage structures, each 36' x 80' x 12', complete from site prep through erection.

- Grading and rock base for both building pads
- 4" concrete slabs for both buildings
- Erection of both buildings, self-performed by A&K
- Building material package from Summertown Metals (Order OE1-1182729), furnished at no markup

The Summertown package includes, per their contract:

- PT 6x6 posts at 10' o.c., set in concrete with footing pads and uplift protection, with V-bracing at every post
- Steel trusses at 10' o.c., 4/12 pitch, 18" eave overhang (no soffit)
- SYP 2x6 roof purlins at 2' o.c.
- 29-gauge painted roof and upper gable metal, lifetime warranty

Stamped drawings were included in Summertown's quote at the district's request. They are not yet written into Summertown's contract; see Open items.

Pricing history

The price came down \$5,192 through negotiation, and the actual Summertown price came in another \$4,700 below estimate, which is now carried as contingency.

Date	Event	Amount
10/7/2026	Summertown contract issued at \$29,912.31, vs. \$34,612.16 estimated. Difference of \$4,699.85 carried as contingency.	\$116,207.42 NTE (unchanged)
10/5/2026	Owner approved revised terms by email and directed the change order to the board.	\$116,207.42 NTE
10/5/2026	A&K agreed to T&M not to exceed and 0% markup on the building package (about \$5,192 reduction).	\$116,207.42 NTE
10/4/2026	Owner questioned erection labor, the 15% markup, and erection material cost, and asked for negotiating room.	
10/2/2026	A&K revised proposal (COR #1r2), lump sum with 15% overhead and profit on all items.	\$121,399.00

On labor, A&K is self-performing work their crews don't do routinely, at prevailing wage rates that apply because the work is part of the construction project.

Not-to-exceed breakdown

The cap matches the \$116,207.42 the owner approved on 10/5, with the Summertown savings shown as a visible contingency rather than folded into material.

Item	Amount
Concrete	\$21,892.00
Rock work	\$7,088.00
Building erection	\$41,972.40
Overhead and profit (15% of the three items above)	\$10,642.86
Building material, Summertown Metals (0% markup)	\$29,912.31
Contingency (sales tax, delivery, hardware not listed in the Summertown contract, field conditions)	\$4,699.85
Not-to-exceed total	\$116,207.42

Any unused amount, including contingency, is not billed and stays with the district.

T&M terms and field verification

A&K bills actual labor and material only, verified daily by Alliance site supervision, up to the cap.

- **Labor:** actual hours at A&K's rates, with 15% overhead and profit.
- **Concrete and rock:** actual cost, with 15% overhead and profit.
- **Building package:** Summertown invoice at cost, 0% markup.
- **Verification:** Alliance tracks crew size, hours, and materials daily and confirms each billing against field records.

Kevin Hitchel

From: Jason Wilson <jason.wilson@christian.kyschools.us> on behalf of Jason Wilson
Sent: Monday, October 5, 2026 2:07 PM
To: Kevin Hitchel
Cc: Eric Rang; Christopher Bentzel; Kevin Crider; Dalton Bahr; Steve Harding
Subject: Re: CCHS-Batting Cages

Thank you Kevin. I am good to move forward with this. We can approve this next week at the board meeting.

Eric I assume this will be a local permit like the band building and I did have them include stamped drawings in the price quote.

I have the contact for Caleb Stallons if anyone needs it to move forward.

Dr. JASON WILSON
ASSISTANT SUPERINTENDENT
200 Glass Avenue
Hopkinsville, KY 42240
270.887.7000
www.christian.kyschools.us
Inline image

The mission of Christian County Public Schools is to ensure meaningful learning experiences that empower ALL students IN reaching their fullest potential in a changing world. We will provide the tools for preschool to post-graduation success by uniting all shareholders to support diverse academic and social-emotional needs.

On Mon, Oct 5, 2026 at 11:06 AM Kevin Hitchel <khitchel@alliancecorporation.com> wrote:

Jason,

I talked with A&K, and they've agreed to some changes.

Time and material, not to exceed: A&K will do the work on a T&M basis with a not-to-exceed amount. The district will only pay for the actual labor and material used, up to the cap. Our site supervision will track the work daily to confirm the hours and materials billed match what was done in the field.

No markup on the building material: A&K will drop their overhead and profit to 0% on the Summertown building package. That takes about \$5,192 off the proposal.

With that change, the not-to-exceed amount is about \$116,207, down from \$121,399. A&K will keep 15% overhead and profit on the concrete, rock work, and erection.

On the labor pricing, two things are driving the cost. A&K is self-performing this work, and erecting these buildings isn't something their crews do every day. Their numbers also reflect prevailing wage rates. Those rates apply because this work is part of the construction project. They would not apply if the district contracted with Summertown directly, outside the construction project and without federal funds.

Since this is now T&M, if the crew gets it done faster or with fewer people than A&K estimated, the district's cost comes down with it.

If you're good with this, I'll get the paperwork written up for the board.

Thanks,

Kevin



From: Jason Wilson <jason.wilson@christian.kyschools.us>

Sent: Sunday, October 4, 2026 5:41 PM

To: Kevin Hitchel <khitchel@alliancecorporation.com>

Cc: Eric Rang <erang@haferdesign.com>; Christopher Bentzel <christopher.bentzel@christian.kyschools.us>; Kevin Crider <kevin.crider@christian.kyschools.us>

Subject: Re: CCHS-Batting Cages

I have looked over these figures and I am having a hard time accepting these numbers for labor. These are small roof only structures and 10 men at \$50 an hour for 40 hours would only be \$20,000 and I do

not believe it will take them that long and they won't have that many men on site. Then on top of that, taking the full 15% profit is ridiculously high. I am also questioning the materials that are listed at over \$4000 for the building construction. The kits come with all the hardware minus the concrete for the holes the post sits in so I don't understand that additional material cost. I understand that they will not be able to meet the labor cost that Summertown is giving the labor force that they use but I believe this is taking advantage of us. Do we have any negotiating room? Thanks

On Fri, Oct 2, 2026 at 2:12 PM Kevin Hitchel <khitchel@alliancecorporation.com> wrote:

Jason,

Please see the attached revised proposal from A&K Construction for two structures. The total is \$121,399.00, or about \$60,700 per building. It includes grading, the rock base, the 4" concrete slabs, building erection, and building material for both buildings.

Here's how it breaks down:

1. Concrete: \$21,892.00
2. Rock work: \$7,088.00
3. Building erection: \$41,972.40
4. Building material: \$34,612.16, based on the Summertown Metals estimate doubled for two buildings
5. Overhead and profit: \$15,834.44 (15%)

To answer your question on labor, A&K's erection labor is \$37,726.40 for both buildings, or about \$18,860 per building.

I also asked A&K about doing the work as a T&M not to exceed. They've let me know they would prefer to do it as a lump sum.

If you're good with this, let me know and I'll get the paperwork written up for the board.



THIS CONTRACT MADE AND ENTERED INTO ON _____, BY AND BETWEEN
Jake Parks A&K Constuction _____ HEREINAFTER DESIGNATED AS THE BUYER, AND **SUMMERTOWN
METALS**, HEREINAFTER DESIGNATED AS THE SELLER.

BUILDING ADDRESS: _____ **CITY:** _____ **ST:** _____ **ZIP:** _____

Additional directions if needed:

BUILDING DESCRIPTION: SOE1-1182729 This contract is for a materials only building:

Materials only for (2) Steel truss 36x80x12 Roof and Upper Gable buildings

Posts: PT 6x6 spaced 10' o/c and set in at least 160lbs of concrete w/ footing pads and uplift protection. V-bracing on every post

- Trusses: Steel trusses spaced 10' o/c with a 4/12 pitch and 18" overhang on the eaves (no soffit)
- Roof purlins: SYP 2x6 spaced 2' o/c
- Roof Metal: #1, 29-gauge painted with a LIFETIME WARRANTY
- Upper Gable Metal: #1, 29-gauge painted with a LIFETIME WARRANTY

This quote is for materials only and no other materials are promised. Seller is not responsible for supplying extra materials due to change in building such as but not limited to garage door placement.

NOTE: * By signing this contract, the buyer agrees that the features listed above are correct and complete and that all expected features have been included in this contract.

*Additions or alterations to any components or structure may void your component and/or workmanship warranty.

*This contract supersedes any referenced materials.

Page 2 of 2

PLEASE CHOOSE COLORS FOR METAL FROM THE BOX→

ROOF: _____

SIDES: _____

ROOF TRIM: _____

WALL TRIM: _____

Standard Colors Available in 29ga. & 26ga		
Bone White	Pure White	Stone
Tan	Light Gray	Brown
Clay	Gloss Black	Buckskin
Bronze	County Charcoal	Barn Red
Forest Green	Galvalume	

Standard Colors Available in 29ga. ONLY		
Ivory	Blue Charcoal	Patina Green
Burgundy		

Premium Colors Available in 29ga. & 26ga.		
Bright Red	Metallic Copper	Dark Red
Matte Black		

Premium Colors Available in 29ga. ONLY		
Gallery Blue	Hawaiian Blue	Frost Bronze
Frost Charcoal	Frost Black	

PRICE OF BUILDING PACKAGE \$ 29,912.31 _____

A DEPOSIT OF \$9,000.00 _____ IS REQUIRED TO ACTIVATE THE CONTRACT, AND THE REMAINING BALANCE OF THE MATERIAL COST \$20,912.31 _____ IS DUE UPON THE DELIVERY OF THE MATERIAL TO THE CLIENT'S JOBSITE. A DEBIT/CREDIT CARD CAN BE USED FOR THE DOWN PAYMENT. THE REMAINING BALANCE SHOULD BE PAID BY CASH OR CHECK TO AVOID A 3% DEBIT/CREDIT CARD PROCESSING FEE.

CANCELLATIONS, RETURNS, REFUNDS

1. SHOULD THE BUYER DECIDE TO CANCEL OR POSTPONE ORDER FOR ANY REASON, BUYER MAY FORFEIT THEIR DEPOSIT AT THE SOLE DISCRETION OF THE SELLER.
2. SELLER STRIVES TO ENSURE THAT ONLY QUALITY, UNDAMAGED MATERIAL WILL BE SHIPPED TO THE BUYER, BUT SHOULD THE BUYER RECEIVE ANY MATERIALS THAT ARE DAMAGED, THE SELLER WILL REFUND ANY DAMAGED MATERIALS. **"ALL CLAIMS MUST BE MADE PRIOR TO THE DELIVERY TRUCK LEAVING THE SITE".**
3. ONLY THE MATERIALS SOLD ON THIS INVOICE ARE INCLUDED IN THIS CONTRACT, IF ANY EXTRA MATERIALS ARE NEEDED FOR ANY REASON, THEY WILL BE SOLD TO THE CUSTOMER AT A PER PIECE PRICE.

BY SIGNING THIS CONTRACT, THE BUYER AGREES TO THE TERMS LISTED IN THIS CONTRACT, AND IF THE PAYMENT TERMS OF THIS CONTRACT ARE NOT UPHELD THE BUYER WILL BE RESPONSIBLE FOR ALL LEGAL FEES ASSOCIATED WITH COLLECTING PAYMENT FOR THE MATERIALS.

SUMMERTOWN METALS: _____ DATE _____

BUYER: _____ DATE _____

SALESMAN Signed by: Caleb Stallons DATE 10/7/2026
D86C5D41D1274F0

Certificate Of Completion

Envelope Id: 31AA48BC-369D-839F-80B5-FB068C3EC23C
 Subject: Complete with Docusign: Jake Parks Materials only contract.pdf
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Daniel Whitson
 3860 Summertown Highway
 Summertown, TN 38483
 daniel.whitson@summertownmetals.com
 IP Address: 162.222.26.20

Record Tracking

Status: Original
 10/7/2026 2:11:58 PM
 Holder: Daniel Whitson
 daniel.whitson@summertownmetals.com
 Location: DocuSign

Signer Events

Caleb Stallons
 Caleb.Stallons@summertownmetals.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 DB8C5D41D1274F0

Signature Adoption: Pre-selected Style
 Using IP Address: 162.222.26.20

Timestamp

Sent: 10/7/2026 2:17:14 PM
 Resent: 10/7/2026 4:24:58 PM
 Viewed: 10/7/2026 4:26:20 PM
 Signed: 10/7/2026 4:27:14 PM

Electronic Record and Signature Disclosure:

Accepted: 10/7/2026 2:18:25 PM
 ID: 60bdfa79-df77-4ec5-952b-900ed247221b

Jake Parks A&K Constuction
 jparks@akconstruction.com
 Security Level: Email, Account Authentication
 (None)

Sent: 10/7/2026 4:27:15 PM
 Viewed: 10/7/2026 4:28:07 PM

Electronic Record and Signature Disclosure:

Accepted: 10/7/2026 4:28:07 PM
 ID: 6bb6a518-06d5-43e6-9906-8ec01dcdd64e

Daniel Whitson
 daniel.whitson@summertownmetals.com
 Security Level: Email, Account Authentication
 (None)

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	10/7/2026 2:17:14 PM
Envelope Updated	Security Checked	10/7/2026 4:24:37 PM
Envelope Updated	Security Checked	10/7/2026 4:24:37 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Summertown Metals (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 Summertown Metals:

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: admin@summertownmetals.com

To advise Summertown Metals 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 admin@summertownmetals.com 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 Summertown Metals

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 admin@summertownmetals.com 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 Summertown Metals

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 admin@summertownmetals.com 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 Summertown Metals 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 Summertown Metals during the course of your relationship with Summertown Metals.