

ARLINGTON CENTRAL SCHOOL DISTRICT

VENDOR DATA SHARING AND CONFIDENTIALITY AGREEMENT

Including

Supplemental Information about a Master Agreement between
Arlington Central School District and [Lexia Voyager Sopris Inc., a Cambium
Learning Group company]
and
Arlington Central School District Bill of Rights for Data Security and Privacy

1. **Purpose**

(a) Arlington Central School District (hereinafter "District") and [Lexia Voyager Sopris Inc.,] (hereinafter "Vendor") are parties to a contract or other written agreement pursuant to which Vendor will receive student data and/or teacher or principal data that is protected under New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education (collectively referred to as "Section 2-d") from the District for purposes of providing certain products or services to the District (the "Master Agreement").

(b) This Exhibit supplements the Master Agreement to which it is attached, to ensure that the Master Agreement conforms to the requirements of Section 2-d. This Exhibit consists of a Data Sharing and Confidentiality Agreement, a copy of the District's Bill of Rights for Data Security and Privacy signed by Vendor, and the Supplemental Information about the Master Agreement between Arlington Central School District and [Lexia Voyager Sopris Inc.] that the District is required by Section 2-d to post on its website.

(c) In consideration of the mutual promises set forth in the Master Agreement, Vendor agrees that it will comply with all terms set forth in the Master Agreement and this Exhibit. To the extent that any terms contained in the Master Agreement, or any terms contained in any other Exhibit(s) attached to and made a part of the Master Agreement, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In addition, in the event that Vendor has online or written Privacy Policies or Terms of Service (collectively, "TOS") that would otherwise be applicable to its customers or users of the products or services that are the subject of the Master Agreement between the District and Vendor, to the extent that any terms of the TOS, that are or may be in effect at any time during the term of the Master Agreement, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. **Definitions**

(a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor may receive from the District pursuant to the Master Agreement.

(b) "Teacher or Principal Data" means personally identifiable information, as defined in Section 2-d, relating to the annual professional performance reviews of classroom teachers or principals that Vendor may receive from the District pursuant to the Master Agreement.

(c) "Protected Data" means Student Data and/or Teacher or Principal Data, to the extent applicable to the product or service actually being provided to the District by Vendor pursuant to the Master Agreement.

(d) "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

3. **Confidentiality of Protected Data**

(a) Vendor acknowledges that the Protected Data it receives pursuant to the Master Agreement originates from the District and that this Protected Data belongs to and is owned by the District.

(b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and the District's policy on data security and privacy. The District will provide Vendor with a copy of its policy on data security and privacy upon request.

4. **Data Security and Privacy Plan**

As more fully described herein, throughout the term of the Master Agreement, Vendor will have a Data Security and Privacy Plan in place to protect the confidentiality, privacy and security of the Protected Data it receives from the District.

Vendor's Plan for protecting the District's Protected Data includes, but is not limited to, its agreement to comply with the terms of the District's Bill of Rights for Data Security and Privacy, a copy of which is set forth below and has been signed by the Vendor.

Additional components of Vendor's Data Security and Privacy Plan for protection of the District's Protected Data throughout the term of the Master Agreement are as follows:

(a) Vendor will implement all state, federal, and local data security and privacy requirements including those contained within the Master Agreement and this Data Sharing and Confidentiality Agreement, consistent with the District's data security and privacy policy.

(b) Vendor will have specific administrative, operational and technical safeguards and practices in place to protect Protected Data that it receives from the District under the Master Agreement.

(c) Vendor will comply with all obligations contained within the section set forth in this Exhibit below entitled "Supplemental Information about a Master Agreement between Arlington Central School District and [Lexia Voyager Sopris Inc.] Vendor's obligations described within this section include, but are not limited to:

- (i) its obligation to require subcontractors or other authorized persons or entities to whom it may disclose Protected Data (if any) to execute written agreements acknowledging that the data protection obligations imposed on Vendor by state and federal law and the Master Agreement shall apply to the subcontractor, and
- (ii) its obligation to follow certain procedures for the return, transition, deletion and/or destruction of Protected Data upon termination, expiration or assignment (to the extent authorized) of the Master Agreement.

(d) Vendor has provided or will provide training on the federal and state laws governing confidentiality of Protected Data for any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who will have access to Protected Data, prior to their receiving access.

(e) Vendor will manage data security and privacy incidents that implicate Protected Data and will develop and implement plans to identify breaches and unauthorized disclosures. Vendor will provide prompt notification to the District of any breaches or unauthorized disclosures of Protected Data in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement.

5. Notification of Breach and Unauthorized Release

(a) Vendor will promptly notify the District of any breach or unauthorized release of Protected Data it has received from the District in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

- (b) Vendor will provide such notification to the District by contacting:
Ms. Melissa Erlebacher
Data Privacy Officer
Arlington Central School District
144 Todd Hill Road
LaGrangeville, NY 12540
or via email at merlebacher@acsdny.org

(c) Vendor will cooperate with the District and provide as much information as possible directly to Arlington Central School District Contact or his/her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of Protected Data involved, an estimate of the number of records affected, the schools within the District affected, what the Vendor has done or plans to do to investigate the incident,

stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

(d) Vendor acknowledges that upon initial notification from Vendor, the District, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor agrees not to provide this notification to the CPO directly unless requested by the District or otherwise required by law. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by the District, Vendor will promptly inform [Arlington Central School District Contact] or his/her designee.

6. **Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations under Section 2-d with respect to any Protected Data received from the District, and that any failure to fulfill one or more of these statutory or regulatory obligations will be deemed a breach of the Master Agreement and the terms of this Data Sharing and Confidentiality Agreement:

(a) To limit internal access to Protected Data to only those employees or subcontractors that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); *i.e.*, they need access in order to assist Vendor in fulfilling one or more of its obligations to the District under the Master Agreement.

(b) To not use Protected Data for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement and the Master Agreement to which this Exhibit is attached.

(c) To not disclose any Protected Data to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations to the District and in compliance with state and federal law, regulations and the terms of the Master Agreement, unless:

- (i) the parent or eligible student has provided prior written consent; or
- (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to the District no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

(d) To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its custody.

(e) To use encryption technology to protect Protected Data in its custody while in motion or at rest, using a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.

(f) To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.

(g) To comply with the District's policy on data security and privacy, Section 2-d and Part 121.

(h) To not sell Protected Data nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

(i) To notify the District, in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement, of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of applicable state or federal law, the District's Bill of Rights for Data Security and Privacy, the District's policies on data security and privacy, or other binding obligations relating to data privacy and security contained in the Master Agreement and this Exhibit.

(j) To cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Protected Data.

(k) To pay for or promptly reimburse the District for the full cost of notification, in the event the District is required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

Parent Bill of Rights for Data Security and Privacy

[Arlington Central School District]

The Arlington Central School District is committed to protecting the privacy and security of student data, as well as teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, the District informs the school community of the following:

- 1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- 2) Parents have the right to inspect and review the complete contents of their child's education record.
- 3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- 4) A complete list of all student data elements collected by New York State is available electronically: [Student Data Inventory](#). A request for the Student Data Inventory can also be made in writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
- 5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing as follows:

Ms. Melissa Erlebacher
Data Privacy Officer
Arlington Central School District
144 Todd Hill Road
LaGrangeville, NY 12540
or via email at merlebacher@acsdny.org

or to Privacy Complaint, Chief Privacy Officer
New York State Education Department
89 Washington Avenue, Albany, New York 12234
Complaints may also be submitted using the [Report an Improper Disclosure Form](#).

- 6) To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
 - 7) Educational agency workers that handle PII will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect PII.
 - 8) Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.
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Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services to District residents, the Arlington Central School District has entered into agreements with certain third-party contractors. Pursuant to these agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law and regulation.


For each contract or other written agreement that the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District, the following supplemental information will be included with this Bill of Rights:

- 1) The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;
- 2) How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);
- 3) The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);
- 4) If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
- 5) Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and
- 6) Address how the data will be protected using encryption while in motion and at rest

BY THE VENDOR

Nick Gaehde

Name (Print)


Signature 4C1C4333FB5D4AE...

President

Title

11/25/2024

Date

Supplemental Information about a Master Agreement between

[Arlington Central School District] and [Lexia Voyager Sopris Inc., a Cambium Learning Group company].¹

Arlington Central School District has entered into a Master Agreement with [Lexia Voyager Sopris Inc.], which governs the availability to the District of the following products or services:

[Lexia Voyager Sopris Inc.]

Pursuant to the Master Agreement (which includes a Data Sharing and Confidentiality Agreement), the District may provide to Vendor, and Vendor will receive, personally identifiable information about students and/or teachers and principals that is protected by Section 2-d of the New York Education Law (“Protected Data”).

Exclusive Purposes for which Protected Data will be Used: The exclusive purpose for which Vendor is receiving Protected Data from the District is to provide the District with the functionality of the products or services listed above. Vendor will not use the Protected Data for any other purposes not explicitly authorized above or within the Master Agreement.

Oversight of Subcontractors: In the event that Vendor engages subcontractors or other authorized persons or entities to perform one or more of its obligations under the Master Agreement (including subcontracting hosting of the Protected Data to a hosting service provider), it will require those subcontractors or other authorized persons or entities to whom it will disclose the Protected Data to execute legally binding agreements acknowledging their obligation under Section 2-d of the New York Education Law to comply with all applicable data protection, privacy and security requirements required of Vendor under the Master Agreement and applicable state and federal law and regulations.

Duration of Agreement and Protected Data Upon Termination or Expiration:

- The Master Agreement commences on [July 1, 2024] and expires on [June 30, 2026]

¹ Each educational agency, including a school district, is required to publish a “Bill of Rights for Data Security and Privacy” on its website. See, Education Law Section 2-d(3)(a) and Part 121.3(a). The Bill of Rights [that is posted on a district’s website] must also include “supplemental information” for each contract that the school district enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data [protected by Education Law Section 2-d]. See, Education Law Section 2-d(3)(c) and Part 121.3(c).

Nothing in Education Law Section 2-d or Part 121 requires an educational agency to post its third-party contracts on its website *in their entirety*. In addition, nothing in Education Law Section 2-d or Part 121 requires an educational agency to include the “supplemental information” about each contract, within the contract itself.

However, many school districts and other educational agencies have considered it a best practice to include most or all of the required elements of “supplemental information” within each applicable contract, and have complied with the obligation to include the “supplemental information” for each applicable contract with their Bill of Rights, by posting *the text from this page of this Exhibit* from each applicable contract (or a link to this text) on their website in proximity to their Bill of Rights.

- Upon expiration of the Master Agreement without renewal, or upon termination of the Master Agreement prior to its expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by the District, Vendor will assist the District in exporting all Protected Data previously received back to the District for its own use, prior to deletion, in such formats as may be requested by the District.
- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with the District as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide the District with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by the District to Vendor, by contacting the District regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may request to challenge the accuracy of APPR data provided to Vendor by following the appeal process in the District's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data that Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor (and, if applicable, its subcontractors) will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework, and safeguards associated with industry standards and best practices including, but not limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (and, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology that complies with Section 2-d of the New York Education Law.



*Lexia Voyager Sopris Inc.
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com

Quote Number 00162941
 Created Date 11/5/2024
 Expiration Date 12/31/2024

Quote To Melissa Erlebacher
 Phone (845)486-4460
 Email merlebacher@acsdny.org

Bill To Name Arlington Central School Dist
 Bill To 144 Todd Hill Rd
 Lagrangeville, NY 12540
 US
 Ship To Name Arlington Central School Dist
 Ship To 144 Todd Hill Rd
 Lagrangeville, NY 12540
 US

Sales Executive

Brenda Roberts
 +1 2146975151
brenda.roberts@voyagerlearning.com

Description	Product Code	Quantity	Sales Price	Total Price
REWARDS Intermediate, 2nd Ed. Teacher's Guide and Posters (with access to Online Teacher Resources)	320661	4.00	\$136.00	\$544.00
REWARDS Intermediate, 2nd Ed. Student Book (Set of 10)	320725	4.00	\$138.00	\$552.00
REWARDS Secondary, 3rd Ed. Teacher's Guide and Posters (with access to Online Teacher Resources)	325075	4.00	\$136.00	\$544.00
REWARDS Secondary, 3rd Ed. Student Book (Set of 10)	325112	4.00	\$138.00	\$552.00

Total Price \$2,192.00
 S&H \$219.20
 Estimated Tax \$0.00
 Total Due \$2,411.20

Comments

***As of January 13, 2022, Voyager Sopris Learning, Inc. (Tax ID # 84-0770709), changed its name to Lexia Voyager Sopris Inc. As such, all business, all contracts, and documentation associated with this quote shall be executed under the Lexia Voyager Sopris Inc. name. (Same Tax ID # 84-0770709).**

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Voyager Sopris will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

All academic school year licenses begin August 1 and end July 31 annually and all Summer subscription licenses begin May 1 and end July 31, regardless of purchase date.

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.



- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

Order Term

This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Voyager Sopris and customer in writing, the licenses, products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by Voyager Sopris and customer in writing: all subscription licenses under the order shall have the same start and end dates; all subscription products and services are deemed delivered upon provisioning of license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to six instructional hours per day.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to 888-819-7767, send by email to customerservice@voyagersopris.com, or send to your sales representative's email address listed above. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

Order Acceptance

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: <https://www.voyagersopris.com/terms-conditions>, as supplemented by this quote, and Voyager Sopris' [K-12 processing]. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding such subscriptions, products, and services (the "Agreement"), and its authorization to Voyager Sopris' K-12 processing as described. Customer and Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern. Third Party Subprocessors information available at: <https://www.voyagersopris.com/subprocessors>.

Return Policy

If, for any reason, you wish to return the products you purchased, you must return them within 30 days of receipt for a full credit or refund. Returned products must be complete, with all components included with the product as originally purchased returned together and must be in salable condition. Note that if a product to be returned included any online access to subscription licenses or online resources or downloadable components, your return of the product means that you will no longer have the rights to use or access the online components, and you understand and agree that we may suspend and/or fully disable further access. To ensure proper credit or refund, please call Customer Service at 800.547.6747 for an authorization number and procedures before returning an item. Products returned after 30 days will be subject to a 15% restocking fee. Products cannot be returned after 90 days from the date of shipment. Kits, Classroom Sets, etc., must be returned in their entirety. We cannot switch components or issue partial credits. If you find an error on your packing slip, or if your order was filled incorrectly, please notify Customer Service within 10 business days of receipt.

January 13, 2022

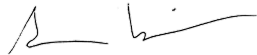
To Whom It May Concern:

This letter is to inform you that, as of January 13, 2022, Voyager Sopris Learning, Inc., a wholly owned subsidiary of Cambium Learning Group, Inc., changed its name to Lexia Voyager Sopris Inc. As evidence of the name change, please see the attached Articles of Amendment documentation filed with the Colorado Secretary of State, updated W-9 for Lexia Voyager Sopris Inc., and the Cambium Learning Group organizational chart. Cambium Learning Group will be filing the related name change documentation in the states where Voyager Sopris Learning, Inc. is authorized to transact business.

Please be advised that although Voyager Sopris Learning, Inc. changed its name to Lexia Voyager Sopris Inc., the Federal Tax ID remains the same: **Federal Tax ID #84-0770709**. We have attached an updated W-9 for Lexia Voyager Sopris Inc. so that your vendor records for Voyager Sopris Learning, Inc. can be updated accordingly in your systems.

If you have any further questions, please feel free to contact our customer service team at (888) 399-1995 or customerservice@cambiumlearning.com.

Sincerely,



Sean Klein
Chief Legal Officer
Cambium Learning Group

Enclosures





Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
 Date and Time: 01/13/2022 09:33 AM
 ID Number: 19971008216
 Document number: 20221040702
 Amount Paid: \$25.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 19971008216
(Colorado Secretary of State ID number)
 Entity name Voyager Sopris Learning, Inc.

2. The new entity name (if applicable) is Lexia Voyager Sopris Inc.

3. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional amendments or other information.

4. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing the document to be delivered for filing are

Altman Sydney _____
(Last) (First) (Middle) (Suffix)
55 Hudson Yards
(Street name and number or Post Office Box information)
New York NY 10001
(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (Country – if not US)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).