UTILITY SERVICE AGREEMENT FOR NEW DEVELOPMENT

STATE OF TEXAS §

COUNTY OF BEXAR §

This Utility Service Agreement for New Development ("Agreement") is entered into by and between the San Antonio River Authority ("River Authority") and {insert name of developer}, a {insert type of entity}, ("Developer") together the Parties ("Parties").

Recitals

WHEREAS, Developer has requested that the River Authority provide municipal wastewater collection, transportation, treatment, and disposal services (the “Services”) to an approximate XXX acre tract of land (the “Tract”) which is located inside the River Authority’s wastewater certificate of convenience and necessity (“CCN”), and the Developer’s request (does/does not) necessitates the River Authority’s financial participation in the development of infrastructure through oversizing or unbudgeted expenditures, therefore, Board action (is/is not) required; and

WHEREAS, the River Authority desires to provide the Services to the Developer pursuant to this Agreement,

NOW THEREFORE, the Parties agree as follows:

Agreement

1.00 Definitions. The terms defined in the above Recitals and set forth below are incorporated herein for all purposes.

1.01 Capacity Reservation – Capacity reserved in the River Authority System for the Tract in accordance with the terms of this Agreement, expressed as EDUs for planning and tracking purposes and in the amount specified in this Agreement.

1.02 Capital Improvements Program (CIP) – River Authority’s multi-year plan for implementing projects that support domestic wastewater collection treatment, and disposal, and recycled water supply and delivery. The CIP is a financial planning and management tool which identifies facility and equipment requirements and schedules them for funding and implementation.

1.03 Connection Fee - a charge or fee that is imposed by River Authority for construction, installation, or inspection of a tap or connection to the River Authority’s water or wastewater facilities, including all necessary service lines and meters, or for
wholesale facilities that serve such water or wastewater facilities if the charge or fee does not exceed three times the actual cost to the River Authority for such tap or connection; or if made to a nontaxable entity for retail or wholesale service, does not exceed the actual costs to the River Authority for such work and for all facilities that are necessary to provide services to such entity and that are financed or are to be financed in whole or in part by rates or revenue bonds of the River Authority; or is made by the River Authority for retail or wholesale service on land that at the time of platting was not being provided with wastewater service by the River Authority.

1.04 Developer - Person or entity identified as a party to this Agreement that owns the Tract or has the legal right to develop the Tract.

1.05 Engineering Report – Signed and sealed report prepared for a Developer by a registered professional engineer identifying the Tract, providing details of the proposed development and phasing on the Tract, identifying the number of EDUs to be served for each phase, the proposed assignment of Capacity Reservation to each phase, if applicable; the sequence and a timetable for build-out; and specifying the On-Site and Off-Site Facilities to be constructed for each phase that would allow the development on the Tract to receive Services from the River Authority System.

1.06 Equivalent Dwelling Unit (EDU) – A standardized measure of the consumption, use, generation or discharge of water or wastewater attributable to a single-family residence, calculated in accordance with generally accepted engineering and planning standards for capital improvements and facilities expansion to serve new development, as defined as 240 gallons per day for wastewater.

1.07 Impact Fee – A charge or assessment imposed by the River Authority against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development and does not include any fee or charge that is a Connection Fee.

1.08 Joint Venture – A commercial enterprise undertaken jointly by two or more parties that otherwise retain their distinct identities.

1.09 Off-Site Facilities - The structures, facilities, and equipment to be constructed and located on property other than the Tract necessary to collect, convey, treat and dispose of wastewater generated by development on the Tract by the River Authority System.

1.10 On-Site Facilities – The structures, facilities and equipment to be constructed by the Developer and located on the Tract necessary to collect and convey wastewater generated by development on the Tract to the Off-Site Facilities and ultimately to the River Authority System.

1.11 River Authority System – The central wastewater collection, treatment and disposal system owned and operated by the River Authority.
1.12 River Authority Technical Specifications for Utility Construction – Technical specifications established by the River Authority management for the On-Site Facilities and Off-Site Facilities, including but not limited to specifications of material type, sizing, and installation requirements.

1.13 River Authority Utility Service Regulations - Rules and policies adopted by the River Authority’s Board of Directors governing the extension and provision of Service from the River Authority System.

1.14 Plat – A complete and exact map representing the Tract, showing the boundaries and location of individual lots, easements, and streets which will be approved by the local city or county.

1.15 Project ROW – Right of way needed for the Off-Site and On-Site Facilities to be provided by the Developer in a form and manner acceptable to River Authority as provided in Section 8.00 herein.

1.16 San Antonio River Authority (River Authority) - River Authority that was established on May 5, 1937 by the 45th Legislature of Texas.

1.17 Services – Wastewater collection, transportation, treatment and disposal.

1.18 TCEQ - Texas Commission on Environmental Quality or its successor entity.

1.19 Tract – a lot or plot of land to be developed by the Developer. Boundaries are defined per the Plat submitted by the Developer and identified in the Engineering Report.

1.20 Manager - The Manager of the San Antonio River Authority Utilities Department or his/her designated representative.

2.00 Utility Service Regulations and Technical Specifications for Utility Construction. The Parties acknowledge that the Services to the Tract shall be provided in accordance with the River Authority’s Utility Service Regulations and River Authority’s Technical Specifications for Utility Construction, as may be amended from time to time. In the event the specific terms of this Agreement are in conflict with the above listed, the specific terms of this Agreement shall apply. The above notwithstanding, for the specific conflicting terms to prevail, the conflict must be expressly noted in this Agreement. The Parties further acknowledge that this Agreement may be subject to future acts of the Board of Directors or its assignee with respect to the adoption or amendment of River Authority ordinances/resolutions governing Connection Fees and Impact Fees, in accordance with applicable law.

3.00 Capacity Reservation The Parties agree that the purposes of this Agreement are 1) the reservation of the designated wastewater discharge capacity for the Tract, 2) the connection to the System, and 3) provision of Services to the Tract provided 4) the Developer meets the terms and
conditions of this Agreement. The Capacity Reservation for the Tract shall be a total of _____ EDUs.

4.00 Obligation Conditioned. The obligation of the River Authority to provide the Services is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the System and/or the utility infrastructure directly servicing the Tract. The Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the execution date of this Agreement are repealed, revised or amended to such an extent that the River Authority becomes incapable of, or prevented from, providing the Services, then no liability of any nature is to be imposed upon the River Authority as a result of the River Authority’s compliance with such legal or regulatory mandates.

5.00 Engineering Report. The Developer has submitted the Engineering Report as Attachment A. The Parties agree that the Engineering Report is a part of this Agreement for the purposes of identifying the Tract, Off-Site Facilities, On-Site Facilities and development phases. The Developer shall modify and update the Engineering Report as may be reasonably required by the Manager.

6.00 Infrastructure Requirements. The Developer will design and install all On-Site Facilities and Off-Site Facilities to serve the Tract in accordance with the River Authority’s Technical Specifications for Utility Construction, solely at the Developer’s cost, unless otherwise stated herein. Such On-Site and Off-Site Facilities include the following:

1.
2.
3.

7.00 River Authority CIP and Oversizing Requirements. The Tract is situated within the River Authority’s XXX CIP for the (Martinez/Salitrillo) service area. The River Authority (does/does not) require the Developer to oversize the pipe as per the CIP for the Choose an item.(Martinez/Salitrillo service area.

7.01 Connection Fee or Impact Fee Credit Eligibility.

N/A

8.00 Project ROW. The Developer shall use best efforts to provide all services necessary to acquire title to the right of way needed for the Off-Site Facilities and On-Site Facilities (“Project ROW”) in a form and substance acceptable to the River Authority in its sole discretion in the name of the River Authority. The River Authority generally requires utility easements to be thirty (30) feet in width. The Developer shall acquire all Project ROW in accordance with State and Federal Law and the practices, guidelines, procedures, and methods as required by the River Authority. Except as otherwise set forth in this Agreement, the Developer’s Project ROW staff and/or Subcontractors will function as independent contractors while acquiring Project ROW, and not as
an agent, representative, or employee of the River Authority. If the Developer is unable to acquire the necessary Project ROW and thereby fails to obtain the needed conveyance in a form acceptable to the River Authority, the River Authority staff may initiate conveyance efforts. The use of eminent domain by the River Authority requires approval by the River Authority Board of Directors, and such decision is in the Board’s sole discretion.

If the River Authority staff is engaged for acquisition efforts, an amendment to this agreement shall be executed to outline the terms of this effort. The Developer will reimburse the River Authority for all costs incurred by the River Authority in the acquisition of the Project ROW, including but not limited to land acquisition costs, survey costs, appraisal costs, staff time and legal costs. The River Authority shall not expend more than $XXX (or determined through amendment if not able to determine at this time) in the aggregate toward the cost of acquisition of the Project ROW without the prior written approval of the Developer and the Developer agrees to deposit these funds in an escrow account agreeable to the River Authority from which the River Authority may draw as funds are needed to pay for any costs incurred by the River Authority as the River Authority deems necessary.

9.00 Lift Stations and Force Mains. Lift stations and force mains are only allowed by prior written supplemental agreement with the River Authority. See Attachment B. Applicable fees, as set out in the supplemental agreement, must be paid in full prior to commencement of wastewater construction. Whenever a lift station is proposed, a present value analysis of the lift station vs. gravity solutions shall be included in the Engineering Report in conformance with the requirements of the River Authority’s specifications and compliance with the TCEQ regulations.

10.00 Connection Fee and Impact Fee Assessment and Payment. Connection Fees and Impact Fees will be assessed at the rates in effect at the time the River Authority notifies the Developer of acceptance of its application and authorization to proceed. The Developer shall pay to the River Authority Connection Fees and Impact Fees upon plan review acceptance and before commencing construction on wastewater infrastructure on each unit or phase of the development.

11.00 Connection Fee and Impact Fee Estimates Based Upon Current Charges. The following is an estimate of Connection Fees and Impact Fees for the provision of Services contemplated under this Agreement, which are based on fees in effect as of the date of River Authority’s acceptance of the Developer’s service application and authorization to proceed with remainder of the application process.

<table>
<thead>
<tr>
<th>Type of Fee</th>
<th>EDUs</th>
<th>$/EDU</th>
<th>Current Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choose an item. Connection Fee</td>
<td>XXX</td>
<td>Choose an item.</td>
<td>$XXX</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$XXX</td>
</tr>
</tbody>
</table>

12.00 Pro-Rata Cost Contribution Requirement (if applicable). Developer shall be required to pay a pro-rata cost contribution prior to connecting to the River Authority System, if Developer is tapping into or connecting to a main that is subject to a pro-rata cost contribution requirement.
A main that is subject to a pro-rata cost contribution requirement is a main built at SARA’s cost or a main that SARA has paid to oversize the costs of which are not covered by an Impact Fee or Connection Fee. {include the following if applicable} Developer shall be connecting to (ID of main that is being connected to) main that is the subject of a pro-rata cost contribution in the amount of ____________ for the Reserved Capacity. This pro-rata cost contribution shall be collected from Developer prior to commencement of construction of any On-Site Facilities or Off-Site Facilities.

13.00 Dedication to River Authority. The Developer agrees to dedicate, grant, and convey to the River Authority all rights, title and interest of the Developer in both the Off-Site Facilities and On-Site Facilities that the Developer constructs pursuant to this Agreement and to dedicate, grant, and convey to the River Authority easements for such utility infrastructure in the form and manner acceptable to the River Authority. Upon written acceptance of Off-Site and On-Site Facilities by the River Authority, the infrastructure shall be owned, operated and maintained by the River Authority, at which point all conveyed infrastructure will have a one-year warranty.

14.00 Design and Construction Requirements. The design and construction of all Off-Site and On-Site Utilities shall, at a minimum, comply with the requirements established by the River Authority, the municipal and county authorities in whose jurisdiction the Tract is located, the State of Texas, and any agency thereof with jurisdiction, including but not limited to the TCEQ and the Texas Department of Health. Off-Site and On-Site Facilities shall be constructed under the inspection of River Authority. Provision of the Services to the Tract shall not commence until the Manager has accepted and approved Off-Site and On-Site Facilities in writing.

15.00 Joint Venture Agreements. In the event the Developer enters into a Joint Venture agreement covering the costs for supplying the Services to the Tract, the Developer shall send a copy of such agreement to the attention of the Manager.

16.00 Assignment. This Agreement may not be assigned by the Developer in whole or in part without the prior written consent of the River Authority. The Developer may assign, convey or transfer Capacity Reservation (by EDU) to buyers of portions of the Tract in accordance with the terms of this Agreement.

17.00 Event of Foreclosure. In the event the Developer's interests in the Tract are extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to the River Authority that they are the successor in interest to the Tract as a result of such foreclosure, and that there are no lawsuits pending concerning the Tract, the River Authority shall consider the foreclosing party a successor in interest if the foreclosing party executes a utility service agreement with the River Authority after the Manager determines that the execution of such an agreement will not be adverse to the River Authority’s interest.

18.00 Payment for Provision of Retail Utility Service. In the event payment for the Services provided to a subdivision Plat within the Tract is not billed by the River Authority, the amount of the monthly fees for the provision of the Services will be those charged to the various customer classifications as set by the River Authority Ordinances, with the billing and collection thereof on
behalf of the River Authority, being the responsibility of the billing utility purveyor. To facilitate this arrangement, the Developer is to insert into any utility agreement with whatever utility purveyor is to bill for utility services to a subdivision Plat within the Tract, a provision requiring said purveyor to enter into a contract with the River Authority to bill and collect the River Authority’s monthly utility services fees and transmit said fees to the River Authority. The billing utility purveyor shall advise customers that delinquent non-payment of any of the River Authority's fees will result in interruption and/or termination of the Services provided by the River Authority, in accordance with applicable interruption and termination policies and procedures, as amended. The River Authority shall not be obligated to provide the Services to any Plat within the Tract unless and until the utility purveyor has executed a contract with the River Authority to provide for the billing and collection of the Services provided by the River Authority.

19.00 Enforcement of Industrial Waste Ordinance if Required by River Authority. The Developer shall cause to be recorded in the Deed and Plat Records of the counties in which the Tract is located, a restrictive covenant covering the entire Tract. This restrictive covenant shall run with the land in the Tract. Such covenant shall contain language expressly granting to the River Authority the right, should the River Authority so elect, to enforce and or otherwise pursue to the extent provided at law or in equity, the provisions of the River Authority’s Industrial Waste Ordinance No. O-805, as amended or as may be amended. The River Authority's right shall include, to the extent provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance. Recordation of the covenant shall be a condition precedent for the River Authority’s provision of the Services to any portion of said Tract.

20.00 River Authority’s Obligation to Provide Service. To the extent that the Developer pays all applicable fees and complies with all Off-Site Facility and On-Site Facility requirements, Developer shall be entitled to the permanent use and benefit of the Services and is entitled to receive immediate service from any existing facilities with actual capacity to serve the development for which fees were paid, subject to compliance with other valid regulations and the terms of this Agreement.

21.00 Use of Capacity by River Authority. The Developer understands that capacity in the On-Site and Off-Site Utilities may be utilized by River Authority for other tracts requesting service from the River Authority. The River Authority shall keep accurate records of the Capacity Reservations for the Tract, and in no event will the Developer be denied capacity as a result of the River Authority’s utilization of such capacity for another tract.

22.00 Plats and Engineering Report. On-Site Facilities to be installed in phases shall conform to the Engineering Report. The Developer shall also provide the River Authority with a digital version of the proposed recorded Plat, as submitted for Plat recordation in a format acceptable to the River Authority, for each phase or unit of the development project. If a phase changes in any way from the Engineering Report, except for timing or schedule (i.e. number of EDUs, geographic boundaries), an amendment to this Agreement will be required.

23.00 Conformance to Engineering Report. All On-Site Facilities and Off-Site Facilities to serve the Tract shall be designed and constructed in conformance with the approved Engineering
Report. Changes in the wastewater system design shall be resubmitted to the River Authority for written approval.

24.00 Commencement of Construction and Early Termination. The Developer shall have one (1) year from the Effective Date of this Agreement to start construction of the On-Site Facilities and On-Site Facilities. The Developer agrees that this Agreement shall automatically expire upon written notice of the River Authority if the Developer has not started construction of required On-Site Facilities and Off-Site Facilities within one (1) year of the Effective Date of this Agreement. Upon such expiration, a new request for the Services must be submitted to the River Authority. In the event Developer commences construction within the one (1) year period provided, the Agreement shall remain in effect for the term identified in this Agreement.

25.00 Capacity Reservation Assignments and Expiration. Capacity Reservations are for the Tract only and may not be transferred to other Off-Site projects. Capacity Reservation assignments to subdivided tracts within the Tract of this Agreement are the responsibility of the Developer and approval of such assignments is not required by the River Authority. The Developer shall maintain an accounting of the Capacity Reservations assigned by the Developer after the Effective Date of this Agreement to portions of the Tract. If the Developer sells a portion of the Tract and assigns part of the Capacity Reservation, such assignment must be included in the deed, bill of sale or instrument conveying the land and the Developer must require the buyer of the land who receives the assignment to record the instrument effectuating the assignment. The River Authority will recognize the Capacity Reservation assignments within the Engineering Report so long as those allocations are within the parameters of this Agreement. For properties that have areas of unplanned use, the demand will be calculated at four (4) EDUs per acre unless the Engineering Report specifies otherwise or there is not enough EDU capacity remaining for the Tract to allocate four (4) EDUs per acre.

Capacity Reservation for individual EDUs shall expire upon the earlier of (1) the time a retail customer connection is set and in service at which point the EDUs associated with that connection convert to active service and the EDUs are deducted from the overall Capacity Reservation for the Tract; or (2) five years from the Effective Date. Developer may request an extension of the five-year deadline by written request to the River Authority and such extension may be provided for no longer than 10 years from the Effective Date.

In no event will the System be responsible to third-parties for providing wastewater services capacity beyond the total Capacity Reservation identified in this Agreement for the Tract. THE DEVELOPER EXPRESSLY DISCLAIMS, RELEASES AND HOLDS HARMLESS THE RIVER AUTHORITY, ITS OFFICERS, EMPLOYEES, CONSULTANTS AND REPRESENTATIVES, FROM ANY LIABILITY, DAMAGES, COSTS OR FEES, AND AGREES TO INDEMNIFY RIVER AUTHORITY, ITS OFFICERS, EMPLOYEES, CONSULTANTS AND REPRESENTATIVES FOR ANY LIABILITY, INCLUDING COSTS AND ATTORNEY 'S FEES, ASSOCIATED WITH ANY DISPUTE RELATED TO THE AVAILABILITY OF SERVICES TO THE TRACT.

26.0 Term. The term of this Agreement shall be ____________ years from the Effective Date,
if the Developer complies with the requirements this Agreement. This Agreement shall automatically expire if the Developer fails to comply with the requirements of this Agreement within the time period provided herein.

26.01 To the extent that River Authority's obligations do not survive the expiration of this Agreement, Developer understands and agrees that a new Agreement must be entered into with River Authority to receive the Services for the development project that is the subject of this Agreement.

26.02 To the extent that Developer timely pays all applicable fees and complies with all On-Site and Off-Site Facilities requirements prior to the expiration of this Agreement, the following obligations will survive expiration of this Agreement:

a) The River Authority’s recognition of the EDUs referenced as the subject of this agreement as Capacity Reservation for the Tract.

b) The River Authority continued recognition of fee credits previously earned by the Developer.

c) The River Authority’s continued provision of the Services to retail customers located in the Tract, so long as such customers pay for the services and comply with the River Authority’s regulations applicable to individual customers.

27.00 Entire Agreement. The following documents attached hereto and incorporated herein are as fully a part of this Agreement as if herein repeated in full, together with this Agreement, comprise the Agreement in its entirety:

Attachment A: Engineering Report
Attachment B: Lift Station & Force Main Supplemental Agreement (if necessary)

Any of the above attachments that are created and submitted by the Developer as an attachment to this Agreement shall be limited to providing relevant engineering, planning or managing information for the purposes of setting aside or reserving wastewater service capacity as specified in the body of this Agreement. The Developer understands that this Agreement is subject to the Texas Public Information Act; and, therefore, agrees that it will not claim that any of the information contained herein is subject to any third-party exception under that Act.

28.00 Recordation. The Developer acknowledges and agrees that the Capacity Reservation provided by this Agreement runs with the land and shall be an appurtenance to the Tract. The Developer acknowledges that recordation of this Agreement in the Real Property Records of the County in which the Tract is located within one (1) years of the Effective Date of this Agreement is required; otherwise, this Agreement will automatically terminate. Developer shall record the Agreement and the delivery of a recorded copy to the Manager within one (1) year of the Effective Date or before any conveyance of a portion of the Tract to third-parties and assignment of EDUs, whichever is sooner, is required. The Developer shall maintain records of EDU's remaining on
the Tract pursuant to the Engineering Report. The Developer shall provide the River Authority with such records upon the River Authority’s written request.

29.00 Indemnity. TO THE EXTENT ALLOWED BY LAW AND TEXAS CONSTITUTION, THE DEVELOPER AGREES TO DEFEND, FULLY INDEMNIFY AND HOLD HARMLESS THE RIVER AUTHORITY, ITS OFFICERS, EMPLOYEES, CONSULTANTS AND REPRESENTATIVES, SUCCESSOR AND ASSIGNS AGAINST ANY AND ALL CLAIMS, LIENS, SUITS, OR ACTIONS ASSERTED BY ANY PERSON, FIRM, OR CORPORATION ON ACCOUNT OF LABOR, MATERIALS, OR SERVICES FURNISHED TO DEVELOPER IN THE PERFORMANCE OF THIS AGREEMENT AND FROM ANY CLAIMS, SUITS, OR ACTIONS OF THIRD PARTIES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.

30.00 Notices. Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served, if in writing, and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO SAN ANTONIO RIVER AUTHORITY:
SAN ANTONIO RIVER AUTHORITY
100 E. GUENTHER STREET
SAN ANTONIO, TEXAS 78204
ATTN: SUZANNE B. SCOTT, GENERAL MANAGER

IF TO DEVELOPER:
Developer’s name, Developer’s address.

With a copy to:
SUBDIVISION NAME
ENGINEERING COMPANY AND ADDRESS
ATT: ENGINEER

31.00 Severability. If for any reason any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.

32.00 Effective Date. The Effective Date of this Agreement shall be the date signed by the authorized representative of the River Authority.

33.00 Ownership. By signing this Agreement the Developer represents and warrants that it is the owner of the Tract or has the authority of the Tract owner to develop the area. If the Developer does not own the Tract, then the Developer must provide documentation from the owner of the
Tract to show that the Developer has the proper authority to develop the Tract. The River Authority may terminate this Agreement upon written notice to the Developer at any time if it determines that the Developer does not own or maintain the legal authority to develop the Tract.
ACCEPTED AND AGREED TO IN ALL THINGS:

San Antonio River Authority

Signature: ______________________
Print Name: Suzanne Scott
Title: General Manager
Date: ______________________

Developer

Signature: ______________________
Print Name: ______________________
Title: ______________________
Date: ______________________
ACKNOWLEDGEMENTS

STATE OF TEXAS, COUNTY OF BEXAR §

BEFORE ME, the undersigned Notary Public, on this day personally appeared
__________________ known to me to be the person whose name is subscribed to the foregoing
instrument and that he/she has executed the same as ____________________________ for the
purposes and consideration therein expressed and in the capacity therein stated.

Given Under My Hand and Seal of Office this _____ day of ________________,
__________.

(Seal)

__________________
Notary Public

STATE OF TEXAS, COUNTY OF BEXAR §

BEFORE ME, the undersigned Notary Public, on this day personally appeared
__________________ known to me to be the person whose name is subscribed to the foregoing
instrument and that he/she has executed the same as ____________________________ for the
purposes and consideration therein expressed and in the capacity therein stated.

Given Under My Hand and Seal of Office this _____ day of ________________,
__________.

(Seal)

__________________
Notary Public