



# Property Acquisition Services, Inc.

June 12, 2009

Paulette Batts  
Executive Assistant  
Fort Bend County Engineering  
1124 Blume Road  
Rosenberg, Texas 77471

May 12, 2009  
AGENDA ITEM  
#26 B 2)

parcel  
11 & 13

**Re: Harlem Rd. Project - Parcel 11 & 13 - Centerpoint Energy Houston Electric**

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Original Check Request
- Original Title Company Documents/Disclosures:
  - Settlement Statement
  - Waiver of Inspection & Disclosure to Owner
  - Tax Agreement
  - Buyer Correspondence Information Form
  - Info for Real Estate 1099-S Report Filing
  - Affidavit as to Debts, Liens, & Possession
- Deed not submitted; being prepared by Centerpoint Energy

At this time, we ask that the County have the settlement statement and supporting documents executed for processing. Once these agreements are signed and the check request processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

*for*  
  
Mark Davis  
Project Manager

Enclosures

*Approved as  
to form order of FBC  
AHO office  
6/17/09*

*623-04 copy received*

**FORT BEND COUNTY**  
**REQUEST FOR CHECK**

Date Requested: June 12, 2009 Parcel: 011 & 013

Check Needed By: **ASAP**

Fort Bend County P.O. No.: \_\_\_\_\_

Vendor: **Property Acquisition Services, Inc.**

Address: 19855 Southwest Freeways, Suite 200  
Sugar Land, TX 77479  
Office (281) 343-7171

Project Location: Harlem Rd.

**Payee: Stewart Title Company**

Payee's Address: 1980 Post Oak Blvd., Suite 110  
Houston, TX 77056

Payee's Tax ID/SS #: On File

Amount of Check: **\$221,291.95**

Description: **Parcel 11 & 13-** Centerpoint Energy Houston  
Electric, LLC  
3.475 & 0.2620 acres out of I&GN RR Co. Survey 367, Fort  
Bend County

Comments:

**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By:

  
\_\_\_\_\_  
for Mark Davis, Project Manager  
Property Acquisition Services, Inc.

<b>A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>		<b>B. TYPE OF LOAN</b> OMB No. 2502-0265	
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FMHA 3. <input type="checkbox"/> CONV. UNINS.	
		4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.	
		6. FILE NUMBER: 09300760	7. LOAN NUMBER:
		8. MTG. INS. CASE NO.:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. NAME OF BORROWER: Fort Bend County			
ADDRESS:			
E. NAME OF SELLER: Centerpoint Energy Houston Electric LLC, a Texas limited liability, company, successor in interest to, Houston Lighting & Power Company			
ADDRESS: SELLER TIN:			
F. NAME OF LENDER:			
ADDRESS:			
G. PROPERTY LOCATION: TR 1 - 3.475 ac., TR 2 - 0.2620 ac., I&GN RR Co. Svy., ABS 367, Ft. Bend Cty. Harlem Rd. Parcels 11 & 13			
H. SETTLEMENT AGENT: STEWART TITLE COMPANY		CLOSER: MARC LAROCCA	PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N. HOUSTON, TEXAS 77041		SETTLEMENT AGENT TIN: 74-0923770	
PLACE OF SETTLEMENT: STEWART TITLE COMPANY		PHONE NUMBER: (713) 625-8702	I. SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. HOUSTON, TEXAS 77056			Closing date: Proration date:
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION</b>	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	219,660.00	401. Contract sales price	219,660.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	1,631.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	221,291.95	420. GROSS AMOUNT DUE TO SELLER:	219,660.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	221,291.95	601. Gross amount due to seller(line 420)	219,660.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [ ] TO] BORROWER:	221,291.95	603. CASH [X TO] [ ] FROM] SELLER:	219,660.00

File 09300760			L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on \$	@	% =				
Division of Commission (line 700) as follows:						
701. \$	to					
702. \$	to					
703. Commission paid at settlement						
704.						
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.						
801. Loan Origination fee	%					
802. Loan Discount	%					
803. Appraisal fee	to					
804. Credit Report	to					
805. Lender's inspection fee	to					
806. Mortgage Insurance application fee	to					
807. Assumption Fee	to					
808. Commitment Fee	to					
809. FNMA Processing Fee	to					
810. Pictures	to					
811.	to					
812.	to					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.						
901. Interest from	to	@ \$	/day			
902. Mortgage insurance premium for	mo. to					
903. Hazard insurance premium for	yrs. to					
904. Flood Insurance	yrs. to					
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	mo. @ \$		per mo.			
1002. Mortgage insurance	mo. @ \$		per mo.			
1003. City property taxes	mo. @ \$		per mo.			
1004. County property taxes	mo. @ \$		per mo.			
1005. Annual assessments (Maint.)	mo. @ \$		per mo.			
1006. School Property Taxes	mo. @ \$		per mo.			
1007. Water Dist. Prop. Tax	mo. @ \$		per mo.			
1008. Flood Insurance	mo. @ \$		per mo.			
1009. Aggregate Accounting Adjustment						
1100. TITLE CHARGES:						
1101. Settlement or closing fee	to					
1102. Abstract or title search	to					
1103. Title examination	to					
1104. Title insurance binder	to					
1105. Document preparation	to					
1106. Notary fee	to					
1107. Attorney's fee to	to					
(includes above items No.:						
1108. Title insurance	to	STEWART TITLE COMPANY			1,482.00	
(includes above items No.: )						
1109. Lender's coverage	\$					
1110. Owner's coverage	219,660.00	\$	1,482.00			
1111. Escrow fee	to					
1112. Restrictions	to					
1113. Messenger Fee/Document Delivery	to	STEWART TITLE COMPANY			20.00	
1114.	to					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording fees:	Deed \$	60.00	Mrtg \$	Rel. \$	60.00	
1202. City/county tax/stamps:	Deed \$		Mrtg \$			
1203. State tax/stamps:	Deed \$		Mrtg \$			
1204. Tax certificates	to	STEWART TITLE COMPANY			64.95	
1205.	to					
1206. State of Texas Policy Gty Fee	to	STEWART TITLE POLICY GUARANTY FEE			5.00	
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest inspection	to					
1303.	to					
1304.	to					
1305.	to					
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)					1,631.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Sellers

Settlement Agent

Date

**SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE**

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

**CERTIFICATION**

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

**SELLER(S):**

CENTERPOINT ENERGY HOUSTON  
ELECTRIC, LLC, a Texas limited liability  
company, successor in interest to Houston  
Lighting and Power Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER (S):**

FORT BEND COUNTY

By:   
Judge Robert E. Hebert  
Fort Bend County Judge 6/22/09

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

**STEWART TITLE OF HOUSTON**

By: \_\_\_\_\_  
Marc LaRocca, Commercial Escrow Officer  
Settlement Agent

Date \_\_\_\_\_

**WARNING:**  
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**WAIVER OF INSPECTION AND DISCLOSURE NOTICE**

RE: Stewart Title of Houston GF No. 09300760;

**Brief Description of Property:**

Tract I - PARCEL 11

A 3.475 acre (151,356 square foot) tract of land in the I. & G.N. Railroad Company Survey, Abstract 367, Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto.

Tract II - PARCEL 13

A 0.2620 acre (11,414 square foot) tract of land in the I. & G.N. Railroad Company Survey, Abstract 367, Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto.

**THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:**

**1. Waiver of Inspection.**

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1 AND PAYING THE ADDITIONAL COSTS INVOLVED.

**2. Receipt of Commitment.**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

**3. Survey.**

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

**4. Arbitration.**

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

**IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.**

**5. Notice.**

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of June 22, 2009.

FORT BEND COUNTY

By: 

Judge Robert E. Habert  
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company  
Houston, Texas

GF No.: 09300760

Harlem Road - Parcels 11 and 13, Fort Bend County, Texas

Brief Description of Property:

Tract I - PARCEL 11

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Tract II - PARCEL 13

A 0.2620 acre (11,414 square foot) tract of land in the I. & G.N. Railroad Company Survey, Abstract 367, Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.


SELLER(S):

CENTERPOINT ENERGY HOUSTON  
ELECTRIC, LLC, a Texas limited liability  
company, successor in interest to Houston  
Lighting and Power Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PURCHASER (S):

FORT BEND COUNTY

By:   
Judge Robert E. Hebert  
Fort Bend County Judge 6-22-09

STEWART TITLE  
BUYER CORRESPONDENCE INFORMATION FORM  
GF NO. 09300760

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.  
18855 Southwest Freeway, Suite 200  
Sugar Land, Texas 77479  
Attention: Shelly Johnson

Is this a temporary address?           YES      X   NO

If YES, please indicate until what date: NA

PHONE NUMBER: 281 - 343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

FORT BEND COUNTY

By:   
\_\_\_\_\_  
Judge Robert E. Hebert  
Fort Bend County Judge

Date: June 22, 2009

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING**

As Required by the Internal Revenue Service

**SOLICITATION**

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 09300760

Taxpayer I. D. No. \_\_\_\_\_

**SELLER'S NAME and MAILING ADDRESS**

CENTERPOINT ENERGY HOUSTON  
ELECTRIC, LLC

\_\_\_\_\_  
\_\_\_\_\_

**TRANSACTION INFORMATION**

Closing Date: \_\_\_\_\_, \_\_\_\_\_, 2009

**Brief Description of Property:**

Tract I - PARCEL 11

A 3.475 acre (151,356 square foot) tract of land in the I. & G.N. Railroad Company Survey, Abstract 367, Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto.

Tract II - PARCEL 13

A 0.2620 acre (11,414 square foot) tract of land in the I. & G.N. Railroad Company Survey, Abstract 367, Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto.

Contract Sales Price: \$219,660.00

If multiple Sellers, allocation of sales price amount among the Sellers:

\_\_\_\_\_  
Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? \_\_\_\_\_ (Yes or No)

**CERTIFICATION**

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

**SELLER(S):**

CENTERPOINT ENERGY HOUSTON  
ELECTRIC, LLC, a Texas limited liability  
company, successor in interest to Houston  
Lighting and Power Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 09300760

### Brief Description of Property:

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Tract II - PARCEL 13

A 0.2620 acre (11,414 square foot) tract of land in the I. & G.N. Railroad Company Survey, Abstract 367, Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared  
Centerpoint Energy Houston Electric, LLC  
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.
2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.
3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:\_\_\_\_\_.
4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:\_\_\_\_\_.
5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:\_\_\_\_\_.
6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:\_\_\_\_\_.
7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The Seller's United States Employer's tax Identification number or Social Security Number is:\_\_\_\_\_. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.
8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

**SELLER(S):**

CENTERPOINT ENERGY HOUSTON  
ELECTRIC, LLC, a Texas limited liability  
company, successor in interest to Houston  
Lighting and Power Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas