Customer Quote



11/1/2022 3:45:29 PM

Estimate No: Q3299-0001

Quote Date: 11/1/2022

Expiration Date: 12/16/2022

Salesperson: PB

Payment Terms: Net 30

Invoice To: 10365 Deliver To:

Fort Bend County EMS Fort Bend County Auditor 301 Jackson Street Richmond TX 77469

US

Fort Bend County EMS Fort Bend County Auditor 301 Jackson Street Richmond TX 77469

US

No.	Item	Qty	U/M:	Unit Price	Net Amount
1	MODULE	12.00	EA	\$ 192,675.00	\$ 2,312,100.00
	Type I 12' Module				
2	CHASSIS	12.00	EA	\$ 62,000.00	\$ 744,000.00
	2023 Ford F350 Gas				
3	DELIVERY	12.00	М	\$ 0.00	\$ 0.00
	Customer pick up-FOB Frazer				
4	SpecDoc	1.00	EA	\$ 0.00	\$ 0.00
	Configurable item to create the SpecDoc				
5	BUY-BOARD	1.00	EA	\$ 800.00	\$ 800.00
	Contract No. Ambulances 650-21				

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

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No. Item Qty U/M: Unit Price Net Amount

Sale Amount: 3,056,900.00

Order Disc(0.0000%): 0.00

Surcharge: N/A
Sales Tax: 0.00

Misc Charges: 0.00

Total Amount: 3,056,900.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



For your convenience, all pricing has been itemized below per quote Q3299-0001 for Fort	Bend	l County EMS
Base Module	\$	119,925.00
Chassis Exterior	\$	16,200.00
Module Exterior	\$	35,375.00
Chassis Interior	\$	4,700.00
Module Interior Total	.1 <u>\$</u>	16,475.00 192,675.00
	пф	172,073.00
Items included in above totals:		
1. Type I 12' Module	\$	incl
2. This is a Triple K Unit	\$	incl
Chassis Exterior:		
3. Heat Shielding for Diesel Chassis	\$	1,750.00
4. Chassis Options: Chassis is a Gas Engine	\$	incl
5. Chassis: 2023 Ford F-350, Diesel, 4x2, Regular Cab, 84" Cab to Axle, Ford White (FA90:YO)	\$	incl
6. Suspension: LiquidSpring	\$	13,550.00
7. Wheel type: Stainless steel covers	\$	incl
8. Road Force Elite tire and wheel balancing	\$	incl
9. Chassis Steps: ArcRite with Sure Grip	\$	1,175.00
10. Siren Amplifier: Howler	\$	1,475.00
11. Passenger's side Grille Light: Whelen M4 Red Light	\$	incl
12. Driver's side Grille Light: Whelen M4 Blue Light	\$	incl
13. Passenger's side Intersect Light: Whelen M4 Red Light	\$	incl
14. Driver's side Intersect Light: Whelen M4 Red Light	\$	incl
15. UNOC-???- Credit for heat shielding	\$	-1,750.00
Chassis Exterior Subtota	ıl \$	16,200.00
Module Exterior:		
16. Power Source: MEPS	\$	16,500.00
17. Module Paint Layout: White - Frazer White (Frazer White)	\$	incl
18. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Blue - Translucent Overlay alternating with Yellow - Reflective Overlay	\$	1,750.00
19. Conspicuity Squares on Entry Doors Matching the Rear Wall	\$	525.00
20. Conspicuity Strips on Compartments Matching the Rear Wall	\$	325.00
21. Placards x3:	\$	600.00



22. Frazer Provided Graphics	\$ 3,000.00
23. Body Drop on the Passenger's Side Forward of Rear Wheels	\$ incl
24. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	\$ 250.00
25. Ground Lights: Entry Doors	\$ 1,175.00
26. Shore Power: Single 30 Amp on Front Wall	\$ incl
27. Pigtail/Plug Option: Pigtail	\$ incl
28. Install Ignition Kill Switch	\$ 325.00
29. Coax 1: Run coax from location 1 to Chassis terminated to Motorolla 05 self contained.	\$ incl
30. Coax 2: Run coax from location 2 to Chassis	\$ incl
31. Coax 3: Run coax from location 3 to Electrical Compartment	\$ incl
32. Coax 4: Run coax from location 4 to Electrical Compartment	\$ incl
33. *Note to Graphics: Placards to be 12" x 6" magnetic (20956), painted to match module. Also seal around placards.	\$ incl
34. Front Scene: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$ 2,200.00
35. Front Wall Light Layout: Lower 5 Lights	\$ incl
36. Front Wall Light #1: Whelen M6 Red Light	\$ incl
37. Front Wall Light #2: Whelen M6 Blue Light	\$ incl
38. Front Wall Light #3: Whelen M6 Clear Light	\$ incl
39. Front Wall Light #4: Whelen M6 Blue Light	\$ incl
40. Front Wall Light #5: Whelen M6 Red Light	\$ incl
41. Front Wall Driver Side Box Light: Whelen M9 Red Light	\$ 150.00
42. Front Wall Passenger Box Light: Whelen M9 Red Light	\$ 150.00
43. Driver Wall Front Box Light: Whelen M9 Red Light	\$ 150.00
44. Driver Wall Rear Box Light: Whelen M9 Red Light	\$ 150.00
45. Driver Wheel Well Light: Whelen M6 Red Light	\$ incl
46. Side Scene Lights: Spectra SPA900	\$ incl
47. O2 Compartment Style: Laydown O2 with Adjustable Shelf	\$ incl
48. O2 Rollers for an H Cylinder	\$ incl
49. O2 Cylinder Changing Wrench	\$ 100.00
50. Electrical Compartment Style: Standard Electrical Compartment	\$ incl
51. Lower Storage Style: Standard Lower Storage	\$ incl
52. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	\$ incl



52 Domatic Salf Contained A/C with Exhaust Fon	\$ inal
53. Dometic Self-Contained A/C with Exhaust Fan	incl
54. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	575.00
55. UNOC-708-Provide inside/outside access in compartment above wheel well; install MEPS ACU in the electrical compartment	\$ 500.00
56. UNOC-1752-Furnish and install stand-up O2 compartment with ZICO O2 bottle lift for <m h="" or=""> cylinder, wired to disable LiquidSpring dump feature when compartment door is open; install switch on door panel; long lower storage compartment to be shortened and O2 compartment will be taller (up to shelf level on inside) with fixed/removable shelf above bottle lift; add a cutout (8x8) and hinged lexan door on stainless to access regulator</m>	\$ 4,500.00
57. Module Window Option: Sliding Window	\$ incl
58. Upper Rear Wall Light Layout: 3 Across	\$ incl
59. Upper Light #1: Whelen M6 Load Light	\$ incl
60. Upper Light #2: Whelen M6 Amber Light	\$ incl
61. Upper Light #3: Whelen M6 Load Light	\$ incl
62. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$ incl
63. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$ incl
64. Lower Light #3: Whelen M6 Red Light	\$ incl
65. Lower Light #4: Whelen M6 Red Light	\$ incl
66. Rear Wall Driver Box Light: Whelen M9 Red Light	\$ 150.00
67. Rear Wall Passenger Box Light: Whelen M9 Red Light	\$ 150.00
68. Rear Backboard Options: 5" Compartment Shelf	\$ 250.00
69. Lower BTTs: 2 Grote Lights on each side	\$ incl
70. Rear Bumper	\$ incl
71. Door Grabbers	\$ incl
72. License Plate Light	\$ incl
73. Passenger Wall Front Box Light: Whelen M9 Red Light	\$ 150.00
74. Passenger Wall Rear Box Light: Whelen M9 Red Light	\$ 150.00
75. Passenger Wheel Well Light: Whelen M6 Red Light	\$ incl
76. Interior Step Option: Double Step Well	\$ incl
77. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$ incl
78. Door Locks on Entry Doors and Front I/O	\$ 1,600.00
Module Exterior Subtotal	\$ 35,375.00
Chassis Interior:	
79. Siren Speakers: 2 CAST Speakers	\$ 675.00



80. Tap-2 on Primary Siren	\$ incl
81. Siren Option: Whelen C9 Siren in Console	\$ incl
82. Mic 1 on passenger's side slot 1	\$ incl
83. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$ incl
84. Slot 1: Extended MDT plate - no swivel, no fuel gauge	\$ 100.00
85. Slot 2: Single Slot Switch Panel	\$ incl
86. Slot 3: Radio Plate: 7.06 L X 2 W opening dims	\$ incl
87. Slot 4: Siren 1	\$ incl
88. Console Switch Layout: Primary - Secondary - Blank - Front Scene - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Howler -	\$ incl
89. New Armrest	\$ 250.00
90. Console Layout: 4-Slot Console	\$ incl
91. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$ 200.00
92. Rear of Console: Single Mapholder	\$ 250.00
93. Camera System: Voyager 7" Monitor with Back-Up Camera	\$ 1,875.00
94. White Back-up Camera	\$ incl
95. Tremco Anti-Theft System	\$ 550.00
96. UNOC-???- Furnish and install single on/off switch on center console position 3 to activate siren . Move siren to mount in electrical compartment.	\$ 50.00
 97. UNOC-???- Install customer supplied radio equipment. -Motorola 05 self contained radio in console slot 3. -Speaker on rear wall of chassis -Mic on D/S slot 1. Hook to antenna on roof of chassis 	\$ 300.00
98. UNOC-428-Install customer provided Sierra wireless on the front of the console (wired battery hot) w/ GPS antenna on the chassis roof	\$ 250.00
99. UNOC-???- Install customer supplied streamlight stinger on rear wall of chassis wired ignition hot	\$ 100.00
100. UNOC-??? Install customer supplied mdt mount on center console. pics provided by customer	\$ 100.00
Chassis Interior Subtotal	\$ 4,700.00
Module Interior:	
101. Protek Cushions	\$ incl
102. Cobalt Blue Interior	\$ incl



103. Stainless Steel Countertops	\$ incl
104. Safety Yellow Powdercoated Grab Rails	\$ 200.00
105. Front I/O with Lexan Doors	\$ incl
106. Additional Shelf in the Front I/O	\$ 100.00
107. Quad Outlet in the Front I/O	\$ incl
108. Module Heater: New	\$ 1,000.00
109. 15 Qt. Engel Fridge	\$ 1,050.00
110. Quad Outlet on the Front Wall	\$ incl
111. Netting at the Front Corner Area	\$ incl
112. Customer Provided Medvault	\$ 525.00
113. UNOC-1754-Furnish and install vertical, dual D/E cylinder holder against Front I/O by attendant seat. on the floor; top of clamps 14" from the floor	\$ 225.00
114. NOTE- Medvault to be mounted above O2 compartment.	\$ incl
115. NOTE- Engle fridge to be mounted in standard location behind attendant seat on the floor. Due to No laydown O2 compartment.	\$ incl
116. Location 1: 8 Switch panel	\$ incl
117. Location 2: Double O2 Outlet	\$ incl
118. Location 3: Blank	\$ incl
119. Location 4: Blank	\$ incl
120. Location 6: Suction	\$ incl
121. Location 7: Quad 120 VAC	\$ incl
122. Location 8: None	\$ incl
123. Location 9: Thermostat	\$ incl
124. Door Lock Switch at Action Wall	\$ 150.00
125. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock; Module Heater - Hi/Off/Low; Blank; Blank; Blank;	\$ incl
126. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$ 1,700.00
127. Acrylic Holder at the Action Wall Cabinet	\$ incl
128. New 6pt Harness at the CPR Seat	\$ 600.00
129. Acrylic Holder Aft CPR Seat	\$ incl
130. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$ incl
131. Two Seating Positions at the Squad Bench - 2 and 3	\$ incl
132. Harness Type for Seat Position 2: New 6pt Harness	\$ 600.00
133. Harness Type for Seat Position 3: New 6pt Harness	\$ 600.00



134. 22 Pocket Acrylic Holder	\$ 725.00
135. New Cargo Net at the Head of the Squad Bench	\$ 900.00
136. Trashcan With Lid at the Head of the Squad Bench	\$ incl
137. O2 Outlet at the Squad Bench Wall	\$ incl
138. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$ 5,225.00
139. IV Hanger on Ceiling Raceway	\$ incl
140. Overhead Grabrails on Driver Side Only	\$ incl
141. IV Hanger on Squad Bench Ceiling	\$ incl
142. In-Module Camera at the Rear Position	\$ 675.00
143. NOTE- Mount in module camera as far back into the corner as possible. P/S corner.	\$ incl
144. Stryker cot tower only (no antler and bar)	\$ incl
145. Floor Options: Customer Provided Stryker Power-LOAD	\$ 1,925.00
146. Loncoin II Onyx Floor	\$ incl
147. Captain's Chair Type: Standard Captain's Chair with 4pt. Harness	\$ incl
148. Customer Provided Items Processing Fee	\$ 275.00
Module Interior Subtotal	\$ 16,475.00
149. Temporary Supply Chain Surcharge	\$ 13,025.00



Email this quote along with your PO to Paul Brown at pbrown@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford 6445 Southwest Freeway Houston TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.



TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its coventurers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase



Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products

ustomer Initials:

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.



WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE US CERTIFICATION	_
1	Name of business entity filing form, and the city, state and cour of business. STERLING MCCALL FORD HOUSTON, TX United States	ntry of the business e	ntity's place	Certificate Number: 2022-951324 Date Filed:	
2	Name of governmental entity or state agency that is a party to t being filed. FORT BEND COUNTY EMS	the contract for which		11/02/2022 Date Acknowledged	1 :
3	Provide the identification number used by the governmental endescription of the services, goods, or other property to be provided by the governmental endescription of the services, goods, or other property to be provided by the governmental endescription of the services, goods, or other property to be provided by the governmental endescription of the services, goods, or other property to be provided by the governmental endescription of the services, goods, or other property to be provided by the governmental endescription of the services, goods, or other property to be provided by the governmental endescription of the services, goods, or other property to be provided by the governmental endescription of the services and the services of the		track or identify	11/08/2022 the contract, and pr	ovide a
4	Name of Interested Party	City, State, Country	y (place of busine	ess) (check	of interest applicable)
				Controlling	Intermediary
		_			1
		+			
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is			oirth is	·
	My address is(street)	(city)		ate) (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and corre				
	Executed inCour	nty, State of	, on the _	day of(month	
		Signature of author	rized agent of cont (Declarant)	racting business entit	y