

## PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (this "**Agreement**") is executed to be effective as of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (together with its successors, ("**Limited Partner**"), for the benefit of Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, established by Chapter 2306, Texas Government Code, with a mailing address of 221 East 11<sup>th</sup> Street, P.O. Box 13941, Austin, Texas 78722-3941 (together with its successors, "**Department**").

### RECITALS

A. Limited Partner is a limited partner of \_\_\_\_\_, (the "**Development Owner**"); and Development Owner is governed by its \_\_\_\_\_ dated as of \_\_\_\_\_ (as amended from time to time, the "**Partnership Document**").

B. Department has provided or is providing equity to the Development Owner via a grant secured by a lien (the "**Equity**") as evidenced by that (i) Exchange Written Subaward Agreement dated \_\_\_\_\_, 20\_\_\_\_, executed by Department and Development Owner (as amended from time to time, the "**Exchange Agreement**"); (ii) that Document providing a mechanism for recapture of Equity ("**Recapture Mortgage**"), and (iii) that Assignment, Pledge and Security Agreement of Developer dated of even date with the Recapture Mortgage, executed by \_\_\_\_\_, Department and (iv) Pledge and Security Agreement of Development Owner securing and/or evidencing the Obligations (hereinafter collectively referred to as the "**Equity Documents**").

C. Department acknowledges that Development Owner has also assigned its interest in Development Owner to \_\_\_\_\_, subject to the terms and provisions of that

Subordination Agreement dated on or about the date hereof and executed by Department and the Third Party Lenders (the "**Subordination Agreement**").

D. In order to secure the performance by Development Owner of all of Development Owner's obligations, duties, expenses and liabilities under the Exchange Agreement and Recapture Mortgage, (the "**Obligations**") Limited Liability Partner is entering into this Agreement for the benefit of Department.

## A G R E E M E N T

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Department and Limited Partner hereby agree as follows:

1. Definitions.

(a) "**Collateral**" shall consist of all of the following:

(i) All of Limited Partner's right, title and interest in Development Owner, whether now owned or hereafter acquired, including, without limitation, its interest as limited partner in Development Owner and its right to receive distributions, allocations and payments under the Partnership Document;

(ii) All fees and charges to be paid by Development Owner to Limited Partner, whether now owned or hereafter acquired, whether arising under the Partnership Document, or otherwise;

(iii) All indebtedness of Development Owner to Limited Partner of any kind or description; and

(iv) To the extent not listed above as original collateral, all products and proceeds, whether cash proceeds or noncash proceeds, of any and all of the foregoing.

(b) "**Consent**" shall have the meaning assigned to such term in Section 3(b) of this Agreement.

(c)

(d) "**Event of Default**" shall have the meaning assigned to such term in Section 6 of this Agreement.

(e) "**Permitted Distributions**" has the meaning assigned to such term in Section 9 of this Agreement.

(f) "**State**" means the State of [*Limited Partner's state of organization*], which Limited Partner hereby acknowledges is its state of organization and the state in which its principal place of business is located.

(g) "**UCC**" shall mean the Uniform Commercial Code of the State, as the same may be amended from time to time.

(h) All other capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Exchange Agreement.

2. Pledge of Collateral and Grant of Security Interest. Limited Partner does hereby unconditionally and irrevocably assign, pledge, convey, transfer, deliver, set over and grant unto Department, its successors and assigns, as security for Development Owner's complete and timely payment and performance of the Obligations, a continuing [*first/second/third*] priority security interest under the UCC in the Collateral. Limited Partner hereby further grants to Department, as security for the Obligations, all rights in the Collateral as are available to a Department of such collateral under the UCC and agrees, upon request, to deliver any other documents that Department may reasonably request to effect the conveyance, transfer and grant to Department of all of Limited Partner's right, title and interest in and to the Collateral. Limited Partner further consents to Department's preparation and filing of UCC-1 Financing Statement suitable for filing in the Office of the Secretary of State of the State with respect to the Collateral.

3. Delivery to Department.

(a) Limited Partner agrees to execute and deliver to Department, and to cause all other necessary parties to execute and deliver to Department, such other agreements, instruments and documentation as Department may reasonably request to effect the conveyance, transfer and grant to Department of each Limited Partner's right, title and interest in and to the Collateral as security for the Obligations.

(b) Concurrently with the execution of this Agreement, Limited Partner shall cause each of the [*general and limited partners/members*] of Development Owner to execute the Consent and Waiver, in the form attached hereto as Exhibit A (the "**Consent**"), evidencing the consent of the [*general and limited partners/members*] to the assignment of Limited Partner's [*partnership/membership*] interests.

(c) Limited Partner agrees to execute and to cause the other [*partners/members*] of Development Owner to execute and deliver to Department such other agreements, instruments and documentation as Department may reasonably request from time to time to effectuate the conveyance, transfer, assignment and grant to Department of all of Limited Partner's right, title and interest in and to the Collateral, subject to the terms of the Equity.

4. Proceeds and Products of the Collateral.

(a) Unless an Event of Default exists, Department agrees to forbear exercising its right to receive any benefits pertaining to the Collateral, and Limited Partner shall be permitted to exercise all rights and to receive all benefits of the Collateral, including without limitation, (i) the right to exercise all voting, approval, consent and similar rights of Limited Partner pertaining to the Collateral, (ii) payments due under, proceeds, whether cash proceeds or noncash proceeds, and (iii) products of the Collateral, and to retain and enjoy the same.

(b) Limited Partner acknowledges and agrees that, unless Department otherwise consents, Limited Partner shall not exercise any voting, approval, consent or other rights with respect to the Collateral at any time an Event of Default exists and Limited Partner has received written notice from Department instructing Limited Partner not to exercise any such right; provided, however, that Limited Partner shall exercise any such right it may have under the Partnership Document with respect to the business affairs of Development Owner as is reasonably necessary to protect and preserve the Collateral.

(c) During the existence of an Event of Default, Department may exercise all rights and remedies granted to Department under this Agreement, including without limitation, the right to require the obligors under the Collateral to pay to Department all payments due under, and to pay all proceeds of, the Collateral. Limited Partner hereby authorizes and directs each respective obligor under the agreements constituting the Collateral to, upon receipt of written notice from Department of an Event of Default, assign, set over, transfer, distribute, pay and deliver any and all Collateral, or said payments, proceeds or products of the Collateral, to Department at such address as Department may direct, at such time and in such manner as such would otherwise be distributed, transferred, paid or delivered to Limited Partner. To the extent permitted under applicable law, and unless otherwise provided in the Equity, upon the giving of notice of any such notice Event of Default, the security constituted by this Agreement shall become enforceable by Department without any presentment, further demand, protest or other notice of any kind, all of which are hereby expressly and irrevocably waived by Limited Partner. The respective obligors under the agreements constituting the Collateral shall be entitled to conclusively rely on such notice and make all such assignments and transfers of the Collateral, pay all such payments with respect to the Collateral, and pay all such proceeds and products of the Collateral, to Department.

5. Representations, Warranties and Covenants. Limited Partner makes the following representations and warranties:

(a) Except as otherwise disclosed to Department in writing, Limited Partner owns the Collateral free and clear of any claim, lien or encumbrance.

(b) Except as otherwise disclosed to Department in writing, Limited Partner has delivered to Department true and complete copies of the Partnership Document and any other agreements pertinent to the Collateral, and such agreements are currently in full force and effect and have not been amended or modified except as disclosed to Department in writing.

(c) Except as otherwise disclosed to Department in writing, Limited Partner has the full right and title to its interest in the Collateral and has the full power, legal right and authority to pledge, convey, transfer and assign such interest, and none of the Collateral is subject to any existing or subsequent assignment, claim, lien, pledge, transfer or other security interest of any character, or to any attachment, levy, garnishment or other judicial process or to any claim for set-off, counterclaim, deduction or discount. Limited Partner shall not further convey, transfer, set over or pledge to any party any of its interests in the Collateral without the prior written consent of Department.

(d) Limited Partner's Employer Identification Number is \_\_\_\_\_, and its principal place of business is located at \_\_\_\_\_.

(e) Limited Partner agrees that it shall not, without at least thirty (30) days' prior written notification to Department, move or otherwise change its principal place of business or change its state of organization.

(f) Limited Partner shall not exercise any voting rights, or give any approvals, consents, waivers or other ratifications with respect to the Collateral that would violate or contravene, or which would cause or otherwise authorize Limited Partner to violate or contravene, any provision of this Agreement.

6. Event of Default. Each of the following shall constitute an Event of Default hereunder:

(a) An event of default shall have occurred under the Partnership Document or the Equity Documents and such default shall not have been cured within any applicable grace period;

(b) There occurs the issuance of a writ, order of attachment or garnishment with respect to any of the Collateral and such writ, order of attachment or garnishment is not bonded, dismissed and removed within sixty (60) days thereafter; or

(c) A material breach or violation of any covenant or agreement contained herein shall have occurred that is not cured within sixty (60) days after notice has been given to Limited Partner by Department.

7. Remedies.

(a) During the existence of an Event of Default Department may, by giving notice of such Event of Default, at its option, do any one or more of the following:

(i) Declare all of the Obligations secured hereby to be immediately due and payable;

(ii) Either personally, or by means of a court appointed receiver, collect and/or take possession of all or any of the Collateral and exclude Limited Partner and all others claiming under Limited Partner therefrom; and thereafter exercise all rights and powers of Limited Partner with respect to the Collateral. If Department demands or attempts to take possession of any of the Collateral in the exercise of any rights under this Agreement, Limited Partner promises and agrees to promptly turn over and deliver complete possession thereof to Department;

(iii) Limited Partner, make such payments and do such acts as Department may deem reasonably necessary to protect its security interest in the Collateral, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien that is prior to or superior to the security interest granted hereunder;

(iv) Foreclose upon this Agreement as herein provided, and exercise any and all of the rights and remedies conferred upon Department by the TCAD Loan Documents, or in any other document executed by Limited Partner in connection with the Obligations secured hereby, either concurrently or in such order as Department may determine; and sell or cause to be sold in such order as Department may determine, as a whole or in such parcels as Department may determine, the Collateral, without affecting in any way the rights or remedies to which Department may be entitled under the other such instruments, and Department may be a purchaser at any sale;

(v) Exercise any remedies of a Department under the UCC; and

(vi) Remove Limited Partner as an owner of Development Owner.

(b) Department shall give Limited Partner at least twenty (20) days' prior written notice of the time and place of any public sale of the Collateral subject to this Agreement or other intended disposition thereof to be made.

(c) The proceeds of any sale under Section 7(a) above shall be applied as follows and in the following order:

(i) To the repayment of the reasonable and actual costs and expenses of retaking, holding and preparing for the sale and the selling of the Collateral (including reasonable and actual legal expenses and attorneys' fees) and the discharge of all assessments, encumbrances, charges or liens, if any, on the Collateral prior to the lien hereof (except any taxes, assessments, encumbrances, charges or liens subject to which such sale shall have been made);

(ii) To the payment of the whole amount then due and unpaid of the Obligations;

(iii) To the payment of all other amounts then secured hereby; and

(iv) The aggregate surplus, if any, to Limited Partner in a lump sum, or as a court or competent jurisdiction may direct.

(d) During the existence of an Event of Default Department shall have the right to enforce one or more remedies under this Agreement and under the Partnership Document, successively or concurrently, and such action shall not operate to estop or prevent Department from pursuing any further remedy it may have, and any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Limited Partner until full payment of any deficiency has been made in cash.

(e) LIMITED PARTNER ACKNOWLEDGES THAT DEPARTMENT MAY BE UNABLE TO EFFECT A PUBLIC SALE OF ALL OR ANY PART OF THE COLLATERAL AND MAY BE COMPELLED TO RESORT TO ONE OR MORE PRIVATE SALES TO A RESTRICTED GROUP OF PURCHASERS WHO WILL BE OBLIGATED TO AGREE, AMONG OTHER THINGS, TO ACQUIRE THE COLLATERAL FOR THEIR OWN ACCOUNT FOR INVESTMENT, AND NOT WITH A VIEW TO THE DISTRIBUTION OR RESALE THEREOF. LIMITED PARTNER AGREES THAT DEPARTMENT SHALL BE PERMITTED TO TAKE SUCH ACTIONS AS DEPARTMENT DEEMS REASONABLY NECESSARY IN SELLING THE COLLATERAL TO AVOID CONDUCTING A PUBLIC DISTRIBUTION OF SECURITIES IN VIOLATION OF THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE, AS NOW ENACTED OR AS THE SAME MAY IN THE FUTURE BE ENACTED OR AMENDED. IN ADDITION, LIMITED PARTNER AGREES TO EXECUTE, FROM TIME TO TIME, ANY AMENDMENT TO THIS AGREEMENT OR OTHER DOCUMENT AS DEPARTMENT MAY REASONABLY REQUIRE TO EVIDENCE THE ACKNOWLEDGEMENTS AND CONSENTS OF LIMITED PARTNER SET FORTH IN THIS PARAGRAPH.

8. Attorneys' Fees. Limited Partner agrees to pay to Department reasonable and actual attorneys' fees, costs and expenses that Department expends or incurs in collecting any amounts payable by Limited Partner hereunder or in enforcing this Agreement against Limited Partner whether or not suit is filed.

9. Right to Make Distributions. Except during the existence of an Event of Default, Limited Partner shall have the right, without the consent of Department, to make distributions as provided in the Partnership Document ("**Permitted Distributions**") of proceeds of any distributions and payments received by Limited Partner from Development Owner or from any capital contributions of its [*partners/members*]. Any such Permitted Distributions shall be free and clear of the lien created by this Agreement.

10. Further Documentation. Limited Partner hereby agrees to execute (to the extent execution is required by applicable law) one or more financing statements and such other instruments as may be required to perfect the security interest created hereby, including any continuation or amendments of such financing statements.

11. Waiver and Estoppel. Limited Partner represents and acknowledges that it knowingly waives each and every one of the following rights, and agrees that it will be estopped

from asserting any argument to the contrary: (a) any defense that may arise by reason of the incapacity, lack of authority, death or disability of Limited Partner or the failure to file or enforce a claim against Limited Partner's estate (in administration, bankruptcy or any other proceeding; (b) any defense based upon an election of remedies by Department which destroys or otherwise impairs any or all of the Collateral; and (c) any defense based on modification of the indebtedness secured hereby.

12. No Continuing Waiver. No delay or single or partial exercise by Department of any rights or remedies hereunder shall preclude Department's exercise of any other right or remedy, whether contained in this Agreement or in any of the other documents regarding the Obligations. No actions of Department permitted under this Agreement shall in any way impair or affect the enforceability of any agreement or obligation contained herein.

13. Independent Obligations. The obligations of Limited Partner are independent of the obligations of any other party that may be initially or otherwise responsible for performance or payment of the Obligations, and, during the existence of an Event of Default, a separate action or actions for payment, damages or performance may be brought and prosecuted by Department against Limited Partner, individually, for the full amount of the Obligations then due and payable, whether or not an action is brought against any other party, whether or not Department is involved in any proceedings and whether or not Department or Limited Partner or other person is joined in any action or proceedings.

14. No Offset Rights of Limited Partner. No lawful act of commission or omission of any kind or at any time upon the part of Limited Partner shall in any way affect or impair the rights of Department to enforce any right, power or benefit under this Agreement.

15. Power of Attorney. Effective only during the existence of an Event of Default, Limited Partner hereby appoints Department as its attorney-in-fact to execute and file on its behalf any financing statements, continuation statements or other documentation required to perfect or continue the security interest created hereby. This power, being coupled with an interest, shall be irrevocable until all amounts secured hereby have been paid, satisfied and discharged in full.

16. GOVERNING LAW. THE LAWS OF THE STATE OF TEXAS GOVERN THIS AGREEMENT. THE STATE AND FEDERAL COURTS LOCATED IN TRAVIS COUNTY (AUSTIN), TEXAS HAVE EXCLUSIVE JURISDICTION AND VENUE AS TO ALL ACTIONS BROUGHT UNDER THIS AGREEMENT.

17. Successors and Assigns. All agreements, covenants, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of Limited Partner and Department.

18. Notices. All notices, demands and documents that are required or permitted to be given or served hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed to Limited Partner and the parties listed in the Exchange Agreement, and in the manner set forth in the Exchange Agreement.



19. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

20. Amendment. This Agreement may be modified or rescinded only by a writing expressly relating to this Agreement and signed by Limited Partner and Department.

21. Termination. This Agreement shall terminate, and shall be of no further force or effect upon the earlier to occur of the repayment in full of the Obligations of Limited Partner or upon the mutual consent of Limited Partner and Department.

22. SUBORDINATION AGREEMENT. ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THOSE OF THE SUBORDINATION AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL CONTROL.

[Signature Page Follows]

This Agreement is executed to be effective as of the date first set forth above.

LIMITED PARTNER: \_\_\_\_\_,

a \_\_\_\_\_

By: \_\_\_\_\_,

Name: \_\_\_\_\_,

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

[S E A L]

DEVELOPMENT OWNER: \_\_\_\_\_,

a \_\_\_\_\_

By: \_\_\_\_\_,

Name: \_\_\_\_\_,

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

[S E A L]

DEPARTMENT:

a public and official agency of the State of Texas,

By: \_\_\_\_\_,

Name: Michael Gerber,

Title: Executive Director

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

[S E A L]

**EXHIBIT A  
TO  
PLEDGE AND SECURITY AGREEMENT**

Consent and Agreement of [*Partners/Members*]

CONSENT TO PLEDGE AND SECURITY AGREEMENT  
OF [PARTNERS/MEMBERS] OF  
\_\_\_\_\_, A \_\_\_\_\_

The undersigned, being all the [partners/members] (collectively, the "Partners/Members") of \_\_\_\_\_, a \_\_\_\_\_ ("Development Owner"), hereby represent and certify to the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, established by Chapter 2306, Texas Government Code, (the "Department"), as follows:

1. Each has received notice from Department that Department has a security interest in 100% of the [general partnership/membership] interest in Development Owner owned by \_\_\_\_\_, \_\_\_\_\_ ("Limited Partner"), and registered to Limited Partner (the "Collateral").

2. Other than the notice from Department referred to above, the [Partners/Members] have not received any notice from any entity or person claiming an adverse claim against, lien on or security interest in the Collateral.

3. The security interest of Department referred to above was duly registered in the books and records of Development Owner effective \_\_\_\_\_, 20\_\_\_\_.

4. Limited Partner's interests in Development Owner are not represented in any certificate, instrument or document, and such interest may be assigned, transferred or pledged without the party receiving such assignment, transfer or pledge taking physical possession of any certificate, instrument or document.

5. The [Partners/Members] hereby consent to the execution and delivery of the Pledge and Security Agreement by Limited Partner and agree hereby to be bound by Section 4 thereof to assign, set over, transfer, distribute, pay and deliver the Collateral and any and all payments, proceeds or products due to Limited Partner under the Collateral to Department.

6. The [Partner/Members] hereby consent to the admission of Department, its nominee, designee or any person or entity acquiring its interest under the Pledge and Security Agreement, as a [general partner/member] of Development Owner upon receipt of notice by Department of an Event of Default by Limited Partner thereunder, and agree that Department or

such nominee, designee or person acquiring Department's interest thereunder shall not be deemed to have assumed any of Limited Partner's liability by virtue of such admission as the general partner of Development Owner.

[Signature Page Follows]

The undersigned execute this Consent to Security Interest and Agreement of Partners of \_\_\_\_\_, to be effective as of \_\_\_\_\_, 20\_\_\_\_.

[GENERAL PARTNER/MEMBER]: \_\_\_\_\_,

a \_\_\_\_\_

By: \_\_\_\_\_,

Name: \_\_\_\_\_,

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

[S E A L]



The undersigned execute this Consent to Security Interest and Agreement of Partners of \_\_\_\_\_, to be effective as of \_\_\_\_\_, 20\_\_\_\_.

[GENERAL PARTNER/MEMBER]: \_\_\_\_\_,  
a \_\_\_\_\_

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

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

[S E A L]

The undersigned execute this Consent to Security Interest and Agreement of Partners of \_\_\_\_\_, to be effective as of \_\_\_\_\_, 20\_\_\_\_.

LIMITED PARTNER: \_\_\_\_\_,  
a \_\_\_\_\_

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

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

[S E A L]

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

[S E A L]

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

[S E A L]