CSI Calendaring

Location: 1120 Commercial Blvd N, 1119 Commercial Blvd S, 1201 Commercial Blvd S

Property Owner: CSI CALENDERING INC

PO BOX 1205

WAHPETON, ND 58074-1205

About the Project

CSI Calendering, Inc (CSI)., a 35-year old manufacturer of rubber products, made the decision to remain and grow its operations in Arlington. The expansion project includes construction of a new, 13,000 SF building adjacent to the existing facility and investment in new, used, or existing calendaring equipment to increase operational capacity. The expansion will help solidify CSI's position to continue serving as the number one supplier to its parent company, WCCO Belting, Inc., the largest manufacturer of conveyor belt systems in the U.S. The anticipated capital investment for the project is approximately \$4.4 million, and CSI will maintain at least 50 jobs throughout the agreement term.

Goals of the Project

Business retention & expansion; job creation & retention, property tax base enhancement

Current Status

City Council approved the original Chapter 380 Agreement with CSI in December 2019. CSI failed to complete the Expansion Project by the deadline and requested an amendment to the agreement. The Amended and Restated Chapter 380 Agreement was approved CSI in September 2021. CSI is now in compliance with the terms of the agreement and qualified for its first annual grant in 2022.

Benefit to City

Creation/retention of 50 jobs; retention and expansion of existing business; property tax base enhancement

 Year Approved by Council Base Year
 2019/2021

 Base Year
 2018

 Beginning Year
 2022

 Ending Year
 2027

 Duration
 6 years

 Base Year Value
 \$ 2,117,323

Property Tax Account Number(s) 12242233, 000850535, 00080551

Total Grant Allowed \$ 30,000
Total Estimated Investment by Company \$ 4,400,000

Annual Grants \$ 5,000 2022

\$ 5,000 2023 2024

2025 2026 2027

Annual Grants Paid to Date \$ 10,000

Criteria Evaluated Complete Expansion Project by December 31, 2021 resulting in Added Taxable Value of at least \$250,000 by January 1, 2022

Maintain at least 50 Jobs on the Premises for the Term of the Agreement

Maintain Business Operations on the Premises for the Term of the Agreement

Ensure all activity on the Site conforms to applicable building codes, zoning ordinances and all other state, federal, or local laws, ordinances and regulations

Do not fail to render for taxation any business personal property owned by Owner and located within the City of Arlington

Do not allow ad valorem taxes to become delinquent on any property located within the City of Arlington

Incentives Allowed Annual Grant: \$5,000, beginning in 2022 and ending in 2027, provided all conditions and requirements have been met

Building Permit Fee Waiver not to exceed \$5,000

Resolution No. 21-245

A resolution authorizing the execution of the Amended and Restated Chapter 380 Grant Agreement by and between CSI Calendering, Inc., and the City of Arlington, Texas, relative to a 13,000 square foot building expansion and acquisition and installation of new, used, or additional investment in existing calendaring equipment at 1119 South Commercial Boulevard, 1120 Commercial Boulevard North, and 1201 Commercial Boulevard South in Arlington, Texas

WHEREAS, on January 29, 2019, by Resolution No. 19-028, City Council authorized the execution of a Chapter 380 Grant Agreement (the "Agreement") with CSI Calendering, Inc. (hereinafter referred to as "CSI") relative to a 13,000 square foot building expansion and acquisition and installation of new, used, or additional investment in existing calendaring equipment at 1119 South Commercial Boulevard, 1120 Commercial Boulevard North, and 1201 Commercial Boulevard South in Arlington, Texas (the "Expansion Project"); and

WHEREAS, due to unforeseen delays the Expansion Project was not completed by December 31, 2020; and,

WHEREAS, CSI has requested the Agreement be amended to extend the timeline for completion of the Expansion Project and reduce the duration of the annual grant payments; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is authorized to execute the Amended and Restated Chapter 380 Grant Agreement with CSI to provide certain economic incentives associated with the 13,000 square foot building expansion and acquisition and installation of new, used, or additional investment in existing calendaring equipment at 1119 South Commercial Boulevard, 1120 Commercial Boulevard North, and 1201 Commercial Boulevard South in Arlington, Texas.

In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

IV.

A substantial copy of the Amended and Restated Chapter 380 Grant Agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED	AND	PASSED	on this	the	28th day of	September	,	2021,
by a vote of _	9	ayes and _	0	nays	at a regular me	eting of the City	Council	of the
City of Arling	ton, To	exas.						

JIM R. ROSS, Mayor

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM: TERIS SOLIS, City Attorney

BY



THE STATE OF TEXAS	§	
	§	Amended and Restated
	§	Chapter 380 Grant Agreement
COUNTY OF TARRANT	Ş	

THIS Amended and Restated Chapter 380 Agreement ("Agreement") is executed on November 30, 2021, by and between CSI CALENDERING, INC., an entity duly authorized to do business in the State of Texas, acting by and through its authorized officer (hereafter referred to as "OWNER"), and the CITY OF ARLINGTON, TEXAS, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as "CITY").

WITNESSETH:

- WHEREAS, CITY has found that providing a program of incentives to OWNER in exchange for OWNER's expansion of their business located at the Premises (defined herein) will promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington (hereafter referred to as "PROGRAM"); and
- WHEREAS, the CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and
- WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the PROGRAM provided herein; and
- WHEREAS, on February 8, 2019 the CITY and OWNER executed the Chapter 380 Program Agreement (the "Original Agreement"); and
- WHEREAS, due to unforeseen delays the Expansion Project was not completed by December 31, 2020; and
- WHEREAS, the CITY and OWNER desire to amend and restate in its entirety the Original Agreement to extend the timeline for completion of the Expansion Project and reduce the duration of the annual grant payments; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant, and contract as set forth below:

I. Definitions

- A. "Added Taxable Value" is defined as the value of the Eligible Property above the Base Year Value, as appraised by the Tarrant Appraisal District.
- B. "Base Year Value" is defined as the tax year 2018 taxable value of the Eligible Property as finally determined by Tarrant Appraisal District.
- C. "Business Operations" is defined as OWNER's operation of a business providing raw material calendering and related products and services.
- D. "Business Personal Property Improvements" are defined as tangible personal property (except inventory or supplies) delivered to, installed, or located on the Premises under OWNER's name as reported by the Tarrant Appraisal District.
- E. "Expansion Project" is defined as OWNER's 13,000 square foot building expansion on the Premises, as well as OWNER's acquisition and installation of new, used, or additional investment in existing calendaring equipment.
- E. "Eligible Property" is defined as Business Personal Property Improvements located at the Premises.
- F. "Job" is defined as a permanent, full-time employment position that results in actual paid employment of an employee (not independent contractor) on the Premises of at least 1,820 hours per position in a year. It shall not include part-time employees.
- G. "Premises" are defined as the real property (land and improvements) located at 1119 South Commercial Boulevard, 1120 Commercial Boulevard North, and 1201 Commercial Boulevard South, Arlington, Texas, as depicted in Exhibit "A" attached hereto and incorporated herein for all purposes.

II. Term

This Agreement shall commence as of the date of execution and shall expire as of the date the CITY provides to OWNER the sixth (6th) annual grant payment provided for in Article IV (the "Term"), unless otherwise sooner terminated in accordance with the terms of this Agreement.

III. <u>Improvement Conditions and Requirements</u>

A. OWNER shall complete the Expansion Project by no later than December 31, 2021.

- B. OWNER's completion of the Expansion Project must result in Added Taxable Value of at least Two Hundred and Fifty Thousand Dollars (\$250,000) not later than the tax year beginning January 1, 2022.
- C. OWNER will maintain at least Fifty (50) Jobs on the Premises for the Term of the Agreement.
- D. OWNER shall maintain its Business Operations on the Premises for the Term of the Agreement.
- E. All proposed Eligible Property and Business Operations shall conform to the applicable building codes, zoning ordinances, and all other state, federal, or local laws, ordinances, and regulations.
- F. OWNER shall not fail to render for taxation any property owned by OWNER and located within the City of Arlington.
- G. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.
- H. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section 132a(f), OWNER shall repay to the CITY the full amount of the grant payments provided under Section IV of this Agreement, plus 10% per annum from the date the grant payments were made. Repayment shall be paid within 120 days after the date following such conviction that OWNER receives notice of violation from the CITY as provided by 2264.101(c) of the Texas Government Code. OWNER shall not be liable for a violation by a subsidiary, affiliate, or franchisee of OWNER or by a person with whom OWNER contracts.

IV. Grants

- A. If the Improvement Conditions and Requirements set forth in Article III are met, CITY will do the following:
 - 1. <u>Fee Waiver.</u> CITY will waive the building permit fee due by OWNER to the CITY for the Expansion Project, up to Five Thousand Dollars (\$5,000). OWNER shall be responsible for payment of the building permit fee in excess of Five Thousand Dollars (\$5,000), as well as any and

- all other development fees that are due to the CITY for the Expansion Project.
- 2. Annual Grant. CITY will provide an annual grant to OWNER in the amount of Five Thousand Dollars (\$5,000) beginning in 2022 and ending in 2027. All grant payments will be paid by CITY to OWNER on or before July 1 of each year, provided the Conditions and Requirements contained in Section III have been met and provided OWNER has provided the required certification specified herein.
- B. By May 15th of each year OWNER must certify compliance with the following Conditions and Requirements on a form provided by the CITY, along with any additional records and information as provided for in Article V:
 - 1. Payment in full of all taxes due by OWNER to CITY on the Eligible Property, subject to the right of protest.
 - 2. Maintenance of at least Fifty (50) Jobs on the Premises.
- C. Failure to timely submit the annual certification or to provide any requested additional records or information after notice and opportunity to cure, as provided herein, shall waive OWNER's right to the grants.

V. Records, Audits and Inspections

- A. Additional Records and Information Throughout the term of this agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the certifications required by this Agreement. OWNER hereby authorizes the CITY to request and receive any and all property tax information relating to the Eligible Property from the Tarrant Appraisal District ("TAD"). OWNER agrees that release of such information will be made by TAD, upon request from CITY, at any time from execution of this Agreement until it is terminated. OWNER agrees to provide any waivers and releases requested by TAD to the CITY.
- B. Right to Audit Books and Records CITY shall have the right to audit the books and records related to the Eligible Property. CITY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.
- C. <u>Inspection</u> At all times throughout the term of this Agreement, CITY shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Expansion Project, including the Eligible Property, is constructed, installed, maintained, and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not

unreasonably interfere with the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY.

VI. Use of Premises

The Premises at all times shall be used in a manner that is consistent with CITY's Unified Development Code and all other applicable federal, state, and local laws.

VII. Breach and Recapture

- A. <u>Breach</u> A breach of this Agreement may result in termination or modification of this Agreement and recapture by CITY of grant payments made. The following conditions shall constitute a breach of this Agreement:
 - 1. OWNER fails to meet the Conditions and Requirements as specified in Section III above.
 - OWNER fails to provide the annual certification as specified in Article IV above.
- B. Notice of Breach In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such. OWNER has sixty (60) days following receipt of said written notice to reasonably cure such breach, or this Agreement may be terminated by CITY, and recapture of grant payments made may occur. Notice of breach shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section IX of this Agreement.
- C. Recapture During the term of this Agreement, should OWNER commit and fail to timely cure a breach of this Agreement, CITY may terminate this Agreement and recapture all grant payments that were made under this Agreement. It shall be the duty of CITY to determine whether to require recapture of grant payments after termination of this Agreement and to demand payment of such. Repayment of grant payments shall become due 60 days following receipt of such demand. The rights of CITY to require recapture and demand repayment of grant payments, and the obligation of OWNER to pay such, shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the CITY, to initiate any litigation necessary to pursue payment of recaptured grant payments pursuant to this Agreement.

VIII. Effect of Sale or Lease of Property

The grant payments authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises or Eligible Property unless such assignment is approved in writing by the CITY with approval of the City Council, which approval shall not be unreasonably withheld.

IX. Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER:

Thomas D. Shorma

CEO/President

1120 Commercial Boulevard North

Arlington, Texas 76001

CITY:

City of Arlington

Attention: Economic Development Manager

Post Office Box 90231

Arlington, Texas 76004-3231

X.

City Council Authorization

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

XI. Severability

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

XII. Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to statements that this Agreement

is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the grant payments in effect, and such other matters reasonably requested by the party(ies) to receive the certificates.

XIII. Owner's Standing

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

XIV. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

XV. Indemnification

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any such responsibility or liability. It is further understood and agreed among the parties that CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability to third parties in connection therewith, and CITY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

XVI. Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, or other casualty of a similar nature.

XVII. No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and

agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by the parties. This Agreement specifically overrides and amends the Original Agreement entered into by the CITY and the OWNER dated February 8, 2019. The Owner acknowledges that they PROJECT was not complete on January 1, 2021 and the CITY is under no obligation to make a grant to OWNER for the year of 2021.

XVIII.

<u>Procurement of Goods and Services from Arlington Businesses</u> and/or Historically Underutilized Businesses

In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County businesses whenever such goods and services are comparable in availability, quality, and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors, and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor, or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable and best efforts to select and employ such companies and persons for work on this Agreement.

XIX. Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XX. Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

No successor, executor, administrator, or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

CSI CALENDERING, INC.

Date

WITNESS:

CITY OF ARLINGTON, TEXAS

BY

JIM PARAJON

Deputy City Manager
Date 11/30/21

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:

TERIS SOLIS, City Attorney

cota

NorthDalkota
THE STATE OF TEXAS §
COUNTY OF Richland § CSI CALENDERING, INC. Acknowledgment
Pal<0 to BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas Shorma, known to me (or proved to
me on the oath of or through drivers license (description of
identity card or other document) to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he/she executed same for and as the
act and deed of CSI CALENDERING, INC., an entity duly authorized to do business in the State of Texas, and as the resident CEO thereof, and for the purposes and
the State of Texas, and as the resident /Cho thereof, and for the purposes and
consideration therein expressed, and in the capacity therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day

North appeared Thomas Shorma, known to me (or proved to or through drivers license (description of ent) to be the person whose name is subscribed to the lowledged to me that he/she executed same for and as the ERING, INC., an entity duly authorized to do business in resident /CEO thereof, and for the purposes and , and in the capacity therein expressed. HAND AND SEAL OF OFFICE on this the 15th day of Uctober 2021. The State of Texas North Dakota Kay D. Braun Notary's Printed Name KAY D. BRAUN Notary Public State of North Dakota My Commission Expires Sept. 28, 2025 THE STATE OF TEXAS Š

CITY OF ARLINGTON, TEXAS Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JIM PARAJON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the CITY OF ARLINGTON, TEXAS, a municipal corporation of Tarrant County, Texas, and as the Deputy City Manager thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of 110Vember STEPHANIE DIMAS

Notary Public, State of Texas Comm. Expires 09-01-2025 Notary ID 129000418

My Commission Expires

COUNTY OF TARRANT

Stephanie C Notary Public in and for The State of Texas

Notary's Printed Name

(10)

A + A

Exhibit "A"

PREMISES

13,000 sq. ft. "Proposed" expansion Commercial Blvd N 602 Commercial Blvd

Resolution No. 21-245

A resolution authorizing the execution of the Amended and Restated Chapter 380 Grant Agreement by and between CSI Calendering, Inc., and the City of Arlington, Texas, relative to a 13,000 square foot building expansion and acquisition and installation of new, used, or additional investment in existing calendaring equipment at 1119 South Commercial Boulevard, 1120 Commercial Boulevard North, and 1201 Commercial Boulevard South in Arlington, Texas

WHEREAS, on January 29, 2019, by Resolution No. 19-028, City Council authorized the execution of a Chapter 380 Grant Agreement (the "Agreement") with CSI Calendering, Inc. (hereinafter referred to as "CSI") relative to a 13,000 square foot building expansion and acquisition and installation of new, used, or additional investment in existing calendaring equipment at 1119 South Commercial Boulevard, 1120 Commercial Boulevard North, and 1201 Commercial Boulevard South in Arlington, Texas (the "Expansion Project"); and

WHEREAS, due to unforeseen delays the Expansion Project was not completed by December 31, 2020; and,

WHEREAS, CSI has requested the Agreement be amended to extend the timeline for completion of the Expansion Project and reduce the duration of the annual grant payments; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is authorized to execute the Amended and Restated Chapter 380 Grant Agreement with CSI to provide certain economic incentives associated with the 13,000 square foot building expansion and acquisition and installation of new, used, or additional investment in existing calendaring equipment at 1119 South Commercial Boulevard, 1120 Commercial Boulevard North, and 1201 Commercial Boulevard South in Arlington, Texas.

In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

IV.

A substantial copy of the Amended and Restated Chapter 380 Grant Agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED A	ND PASSED	on this the	28th day of	September:	. 2021.
by a vote of	ayes and	0 nays	at a regular me	eting of the City	
City of Arlington	ı, Texas.	-			
				CA	
			· .	77.4	
			JIM R	. ROSS, Mayor	

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM: TERIS SOLIS, City Attorney

BY Jan Solin

Exhibit "A"

CERTIFICATE OF INTERESTED PARTIES **FORM 1295** 1 of 1 OFFICE USE ONLY 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. CERTIFICATION OF FILING Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2021-819001 CSI Calendering, Inc. Arlington, TX United States Date Filed: 11/01/2021 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Arlington Office of Economic Development Date Acknowledged: Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Calendered rubber products Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary Shorma, Thomas Fargo, ND United States X 5 Check only if there is NO Interested Party. 6 UNSWORN DECLARATION and my date of birth is 12/06/1957 My address is (street) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. County, State of Worth Dakot gon the 3rd day of No Vember Executed in KAY D. BRAUN

Forms provided by Texas Etnies Commission

Notary Public

State of North Dakota

My Commission Expires Sept. 28, 2005

www.ethics.state.tx.us

Signature of authorized agent of contracting business entity

(Declarant)

Version V1.1.191b5cdc