



February 21, 2023

Mayor Bill Foulds, Jr. and City Council Members
City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, TX 78620

Orrick, Herrington & Sutcliffe LLP

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Julia Houston

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Re: Engagement Letter Regarding Disclosure Counsel Services Relating to City of Dripping Springs, Texas / Heritage Public Improvement District

Dear Mayor and Council Members

We are pleased to confirm your engagement of Orrick, Herrington & Sutcliffe LLP (“Orrick”) as counsel to represent the City of Dripping Springs, Texas (the “Client” or “you”) in connection with Disclosure Counsel Services relating to the Heritage Public Improvement District (the “Matter”). The purpose of this engagement letter and the attached Standard Terms of Engagement is to confirm the terms and conditions upon which Orrick will be providing disclosure counsel services to the City of Dripping Springs, Texas in the Matter. We believe that a mutual understanding of these terms and conditions at the outset is fundamental to establishing a good working relationship.

Orrick’s services will be limited to the representation of City of Dripping Springs, Texas in the Matter including the Basic Services and, at the request of the Client, Additional Services as set out in Attachment I to this agreement. Our services will not extend to other business, personal or legal affairs of the Client or to any other aspect of the Client’s activities. Orrick’s receipt or use of confidential or other information from the Client or others in the course of this representation does not mean that Orrick will render any advice or services other than those described in this letter.

Within Orrick, I will be primarily responsible for the Matter. We currently anticipate that Taylor Raymond and Justin Rosas also will be working with me on the Matter, but we may change the staffing as the need arises. We will of course seek to staff this matter in a manner that we think will be the most effective and efficient, and as best serves your needs. I will be happy to discuss with you any staffing issues or concerns you may have at any time. In that regard, please let me know promptly if you have any questions or concerns about the services provided by anyone at Orrick or about any billing statement so that we can respond appropriately. My office telephone number and e-mail address are set forth above. Also, should you have an urgent need to reach me, my cell phone number is 512-585-8349.

Orrick’s fees for working on the Matter are set forth in Attachment II to this letter agreement. Orrick also charges for costs and disbursements incurred in connection with rendering its services, as described more fully in the accompanying Standard Terms of Engagement.



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Submitted herewith as Attachment III is a Certificate of Interested Parties - Form 1295, as completed and filed with the Texas Ethics Commission (the "TEC") in accordance with the provisions of Section 2252.908, Texas Government Code, and the rules promulgated by the TEC.

As required by Texas Government Code, Section 2270.002, the Orrick verifies that Orrick (1) does not "boycott Israel" (as defined in Texas Government Code Section 808.001), and (2) subject to or as otherwise required by applicable federal law, will not boycott Israel during the term of this agreement.

As required by Texas Government Code, Section 2274.002, Orrick verifies that it (1) does not "boycott energy companies" (as defined in Texas Government Code Section 809.001), and (2) subject to or as otherwise required by applicable federal law, will not boycott energy companies during the term of this agreement.

As required by Texas Government Code, Section 2274.002, Orrick verifies that it (1) does not have a practice, policy, guidance, or directive that "discriminates against a firearm entity or firearm trade association" (as defined in Texas Government Code Section 2274.001(3)), and (2) subject to or as otherwise required by applicable federal law, will not discriminate against a firearm entity or firearm trade association during the term of this agreement. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Pursuant to Section 2252.152, Texas Government Code, Orrick is not a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

This engagement letter and the accompanying Standard Terms of Engagement will take effect upon execution of this letter, but their effective date will be retroactive to the date Orrick first performed services. This agreement may be executed in counterpart, and an electronically transmitted signature shall be deemed to be the legal equivalent of an original signature.

If the foregoing and the referenced attachments, together with our attached Standard Terms of Engagement, accurately reflects our agreement, please confirm by signing our attached Standard Terms of Engagement and returning it to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In addition, we encourage you to review this agreement with separate counsel to answer any questions or concerns you may have.



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Thank you again for this opportunity. We look forward to working with you.

Very truly yours,

A handwritten signature in blue ink that reads "Julia K Houston". The signature is fluid and cursive.

Julia Houston

Attachments

STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Orrick, the following provisions shall apply to the relationship between Orrick and the Client.

1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the Matter, we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

2. Scope of Engagement

The scope of Orrick's representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Orrick may in their mutual discretion agree to from time to time. In each case, Orrick's agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Orrick may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Orrick and Client entered into in connection with such expansion of the scope of Orrick's representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Orrick's current representation of the Client and to any subsequent matters that Orrick agrees to undertake on the Client's behalf.

3. Waiver of Future Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client's adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to a large number of clients both in the United States and internationally, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Orrick's current practice areas and the industries in which we represent clients can be found on Orrick's web site at www.orrick.com.) In particular, we currently represent, and may in the future represent, other governmental entities, investment banks, broker dealers, and commercial lending institutions. We will, of course, hold in confidence the Client's secrets and confidences. Similarly, the Client understands that while Orrick may obtain confidential information from other clients that may be of interest to the Client, Orrick cannot share such information

with the Client. The Client acknowledges that the Client has had the opportunity to consult with its City attorney about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Orrick from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

4. Internal Communications

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (e.g., our Chief Legal Officer, other firm lawyers working with our Chief Legal Officer who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Orrick and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Orrick and the Client regarding the Matter. A condition of this engagement is that the Client hereby consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the Client. The Client acknowledges and agrees that any such consulting and communications are protected, from disclosure to the Client, by Orrick's own attorney-client privilege.

5. Responsibilities of Attorney and Client

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Orrick for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

6. Fees, Costs and Disbursements

If bonds are delivered, we will bill the Client on a transactional basis for our services. Our bills are payable promptly upon receipt, with payment required no later than 30 days following receipt of the bonds.

If the bonds are not delivered, our fees are based on the amount of time we spend on the Matter. Each Orrick attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

In addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Orrick's direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Orrick's disbursement policies is available upon request.

Unless special arrangements are made, Orrick does not take responsibility for paying fees and expenses of third parties, which will be the Client's responsibility and may be billed directly to the Client.

If any claim or action is brought against Orrick or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Orrick or any current or former attorney or employee of Orrick is asked or required by a third party to testify or produce documents as a result of Orrick's representation of the Client, the Client agrees to pay Orrick for any resulting costs or expenses, including Orrick's time, even if Orrick's representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Orrick.

The obligation to timely pay our bills is solely the Client's and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client's receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Orrick may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

7. Engagement Termination

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Orrick also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Orrick's advice on a material matter, or any fact or circumstance arises that, in Orrick's view, renders our continuing representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional

responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

8. Date of Termination

Orrick's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Orrick's withdrawal from the representation, (iii) the substantial completion of Orrick's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

9. Client Files (Cloud Storage, Retention and Disposition)

Orrick recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services to host, process, and analyze data, including client data. Like online services or platforms, cloud computing services are not immune from security compromises. While Orrick maintains a cyber security vendor risk management program, Orrick cannot guarantee the security of any cloud computing service, including third-party cloud computing services utilized by Orrick. If the Client does not wish to have its information and data stored with third party cloud service providers, please advise Orrick not to do so. Orrick is not responsible for security or confidentiality breaches that occur with respect to any cloud computing service.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded.

Unless otherwise required by outside counsel guidelines or specific client instruction, Orrick will retain all hardcopy and electronic records for a period of years consistent with its internal Record Retention policy. When that time expires, Orrick's policy is to destroy all records related to the Matter in a manner that preserves confidentiality. Orrick will make best efforts to contact you, using the most up to date contact information in its possession, 60 days prior to the destruction of any records so that you may provide alternate retention instructions as necessary. You understand, and agree, that records related to the Matter will be destroyed in the absence of such alternate instruction or if Orrick is unable to establish contact with you. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that "materials" include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by Orrick (as opposed to being sent to you) or destroyed. These firm files include, for example, internal communications, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any of our own files within a reasonable time after the engagement has concluded.

10. Arbitration

Although we think it is unlikely, a dispute could arise between us regarding some aspect of the engagement and Orrick's representation of the Client. Any such dispute, whether a claim by the Client against Orrick or by Orrick against the Client, including claims for unpaid fees and charges, negligence, quality of services, breach of contract or fiduciary duty, fraud or any other claims arising out of or relating to any aspect of the engagement, this agreement, or our representation of the Client is referred to herein as a "Dispute." If we are not able to resolve a Dispute among ourselves, the Client and Orrick agree to resolve such Dispute through confidential binding arbitration as set forth below.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call toll free 1.800.932.1900.

The arbitration provisions of this Section 10 shall apply to all Disputes and shall survive termination of this agreement or the engagement. The Client understands the consequences of agreeing to binding arbitration under this Section 10, including giving up any constitutional or statutory rights to have the Dispute determined by a court of law or by a jury; that discovery of information in arbitration may be limited; that the application of the rules of evidence may be relaxed; that the arbitration decision will be final and binding and there will be no right of appeal, judicial or otherwise; and that arbitration is more private than a court trial.

The party wishing to initiate arbitration hereunder (the "initiating party") will deliver to the other party (the "other party") a written demand for arbitration setting forth the basis of the initiating party's claim and the dollar amount of damages sought. Once an initiating party initiates an arbitration, hereunder, the initiating party and the other party will engage in a good faith, one-day non-binding mediation before a sole mediator selected from the panel of mediators of JAMS (or its successor) before proceeding with the arbitration. Each party in the mediation will pay such party's own costs and fees, and the parties will split the fees of the mediator. The mediation will take place in the location where Orrick performed the work at issue. Orrick and the Client may mutually agree to extend the mediation beyond one day.

To the extent that the Dispute is not resolved through the mediation process described above, an arbitration hereunder will (i) be heard and determined by an arbitrator (who will be a retired state or federal judge with at least five years judicial experience), selected by the parties from a list of neutrals provided by JAMS, and if the parties cannot agree, by JAMS itself; (ii) take place in the city in the United States where Orrick spent the most time working on the engagement; and (iii) conducted in accordance with JAMS

Arbitration Rules and Procedures (or any successor rules and procedures), in effect at the time the initiating party delivers to the other party the demand for arbitration required hereunder. The scope and enforceability of this arbitration agreement shall be governed by the Federal Arbitration Act and the arbitration proceedings shall be conducted by JAMS in accordance with JAMS Arbitration Rules and Procedures. In determining a claim, the arbitrator will apply the laws of the State of Texas. In the event of any conflict between this arbitration agreement and any rules or authorities referenced herein (including, without limitation, the Federal Arbitration Act, JAMS Arbitration Rules and Procedures, and the laws of the State of Texas), this arbitration agreement shall control. The arbitration proceedings and the decision of the arbitrator will be confidential. Each party in the arbitration will pay such party's own costs and fees, and the parties will split the fees of the arbitrator. The ruling of the arbitrator will be final and binding on both parties, and no appeal may be taken. The ruling of the arbitrator may be entered and enforced as a judgment by a court of competent jurisdiction. The arbitration provisions of this agreement may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

11. Binding Agreement

The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Orrick with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Orrick has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

12. Acceptance of Engagement Terms

By signing below, you acknowledge and represent that you have read the engagement letter and these Standard Terms of Engagement, that you understand and agree to the terms and provisions, and that you are authorized to do so on behalf of the Client.

ORRICK, HERRINGTON & SUTCLIFFE LLP

CITY OF DRIPPING SPRINGS, TEXAS

By: 

By: _____

Julia R. Houston
Partner

Bill Foulds, Jr.
Mayor

Attachment I

BASIC SERVICES: Our services as Disclosure Counsel would include the following Basic Services, which we would carry out directly or in concert with officials and staff of the City:

- Consult with and advise the City and its financial advisor on any disclosure issues, including assistance in evaluating their materiality;
- Assist in the review of preliminary and final offering documents;
- Assist the City and its financial advisor in performance of the due diligence investigation, including any supplemental due diligence investigation and preparation for due diligence call or meeting, if any;
- Review all financing documents; evaluate with the City or its financial advisor all legal matters relevant to the City and comment on such matters, and communicate to the City and its financial advisor various business matters and comment and negotiate such matters, as instructed by the City;
- Review all closing papers and opinions;
- Review proceedings of Bond Counsel to reach conclusion that reliance on Bond Counsel's opinion is reasonable and review form of bond opinion and applicable closing certificates to verify reasonableness of tax exemption opinion;
- Analyze the requirements of Rule 15c2-12 and the basis upon which such rule is satisfied;
- To the extent requested by the City, attend closing and determine that all documents are properly signed and in final and satisfactory form;
- Issue a 10(b)(5) opinion (covering the preliminary and final official statement) in customary form, addressed to the City;
- Issue an opinion that no security or indenture is required to be registered with the U.S. Securities and Exchange Commission;
- Review and obtain 10(b)(5) letters of representation, certificates or opinions from others who have contributed to, or have been "expertised" in, the official statement, including but not limited to the landowner, developer, homebuilder(s), Bond Counsel, PID Administrator, developer's counsel, accountants, engineers, feasibility consultants, appraisers, and credit enhancers; and
- Discuss with City and its financial advisor other opinions that might be appropriate to the transaction.

ADDITIONAL SERVICES: Upon request of the City, our services as Disclosure Counsel would include the following Additional Services, in addition to the Basic Services identified above, which we would carry out directly or in concert with officials and staff of the City:

- To the extent agreed upon by the City and the underwriter of the Bonds, prepare the preliminary and final offering documents;

- Coordinate the posting of the preliminary and final offering documents with a printer agreed upon by the City and underwriter of the Bonds;
- To the extent agreed upon by the City and the underwriter of the Bonds, prepare (i) continuing disclosure undertakings meeting the requirements of Rule 15c2-12 and (i) voluntary continuing disclosure undertakings by developer and/or landowner, as applicable, relating to the status of the improvements and the development of the land within the public improvement district; and
- To the extent agreed upon by the City and the underwriter of the Bonds, issue a 10(b)(5) opinion (covering the preliminary and final official statement) in customary form, addressed to the underwriter of the Bonds.

Attachment II

SCHEDULE OF DISCLOSURE COUNSEL FEES

DISCLOSURE COUNSEL FEES FOR BASIC SERVICES: Unless otherwise agreed by the City and Orrick, for all Basic Services by Disclosure Counsel, we will be paid a fee of \$20,000 per series of Bonds, plus expenses, not to exceed \$1,000 per series of Bonds. Our fee as Disclosure Counsel for providing Basic Services will be contingent upon the actual sale and delivery of the Bonds and paid within 30 days of delivery of the Bonds; provided, however, that if the Bonds are not delivered, our fee and expenses as Disclosure Counsel for providing the Basic Services will be paid from funds advanced by the Developer to the City (the "Developer Development Fee") on an hourly rate basis, applying rates then charged by Orrick.

DISCLOSURE COUNSEL FEES FOR BASIC SERVICES AND ADDITIONAL SERVICES: Unless otherwise agreed by the City and Orrick, if the City requests that Orrick perform Basic Services and Additional Services (excluding 10(b)(5) opinion addressed to the underwriter of the Bonds), we will be paid a fee based on the aggregate principal amount of Bonds issued for the project, whether one or more series of Bonds, of \$12.00 per \$1,000 of Bonds, up to \$5,000,000 (aggregate principal amount) with a minimum fee of \$50,000, and \$10.00 per \$1,000 of Bonds in excess of \$5,000,000 (aggregate principal amount), plus expenses, not to exceed \$2,000. Unless otherwise agreed by the City and Orrick, if Orrick issues a 10(b)(5) opinion addressed to the underwriter of the Bonds, we will be paid an additional fee of \$10,000. Our fee as Disclosure Counsel for providing Basic Services and Additional Services will be contingent upon the actual sale and delivery of the Bonds and paid within 30 days of delivery of the Bonds; provided, however, that if the Bonds are not delivered, our fee and expenses as Disclosure Counsel for providing the Basic Services and Additional Services will be paid from the Developer Development Fee on an hourly rate basis, applying rates then charged by Orrick for the same or similar services.

Attachment III

Certificate of Interested Parties - Form 1295

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 USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-981838

Date Filed:
02/09/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Orrick, Herrington & Sutcliffe LLP
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Dripping Springs, Texas – Heritage PID

3 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.
ORR02212023
Disclosure Counsel Services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hermle, Lynne	Menlo Park, CA United States	X	
	Zuklie, Mitchell	Menlo Park, CA United States	X	
	Bicks, Peter	New York, NY United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Julia R. Houston, and my date of birth is 11-20-1960.

My address is 300 W. 6th Street, Suite 1850, Austin, TX, 78701, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)