

TEXAS GULF COAST REGIONAL AIRPORT
CONCESSION AND LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Concession and Lease Agreement (the “Agreement”) is made and entered into by and between BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas, acting by and through its Commissioners Court, herein referred to as the “County,” and COASTAL SKIES AERO CLUB, LLC, a Texas limited liability company, hereinafter referred to as “Coastal Skies,” pursuant to Texas Transportation Code section 22.021.

1. LEASED PREMISES. In consideration of the mutual covenants and agreements of this Agreement, the County leases to Coastal Skies and Coastal Skies leases from the County the exclusive right to use and occupy an office in the main terminal building of the Texas Gulf Coast Regional Airport (the “Airport”) as described in Exhibit “1” to this Agreement, which is attached hereto and incorporated by reference as part of this Agreement (the “Leased Premises”). In addition to the right to exclusive use of the Leased Premises, Coastal Skies shall possess the non-exclusive right to use or occupy the small conference room identified in Exhibit “1.” In the event of a conflict of use or occupation of the small conference room, the County shall have priority over Coastal Skies. Coastal Skies shall also possess the non-exclusive right of ingress and egress to and from the Leased Premises as may be necessary, subject to any limitations established by the Airport, including, but not limited to, the Airport Rules and Regulations, Coastal Skies’ exercise of the above rights shall not impede or unduly interfere with the operation of the Airport by the County, its tenants, customers, and other authorized occupants.

In addition to the Leased Premises, at all times during any term of the Agreement, Coastal Skies and the County shall have in effect a Tie-Down Storage and Use Agreement for the storage of aircraft utilized by Coastal Skies to exercise the concession rights granted herein.

2. TERM. This Agreement shall become effective on January 1, 2024, and shall continue, unless sooner terminated in accordance with this Agreement, through December 31, 2024 (the “Initial Agreement Term”). Upon expiration of the Initial Agreement Term, this Agreement shall renew automatically for two additional successive one (1) year terms unless either party provides written notice of nonrenewal at least ninety-days (90) prior to the end of the then-current term (each a “Renewal Agreement Term”). If either party provides timely notice of its intent not to renew this Agreement, this Agreement terminates on the expiration of the then-current Agreement term, unless earlier terminated in accordance with this Agreement.

3. EARLY TERMINATION. In addition to the County’s right to terminate this Agreement pursuant to Paragraph 19 of this Agreement, either the County or Coastal Skies may terminate this Agreement for convenience upon the provision of written notice at least thirty (30) prior to the date of termination.

4. LEASE/CONCESSION RATE. During the Initial Agreement Term, Coastal Skies shall pay the County a monthly rate of Two Hundred Twenty-Five Dollars and No Cents (\$225.00). In addition, during the Initial Agreement Term, Coastal Skies shall also pay a monthly rate of Forty Dollars and No Cents (\$40.00) for furniture provided to the Leased Premises. The above rates shall increase by three percent (3%) each Renewal Agreement Term. Coastal Skies shall make all payments under this Agreement payable to "Brazoria County, Texas" and shall deliver all payments to the Aviation Director at 8000 Airport Way, Angleton, Texas 77515.

5. DEPOSIT. It is agreed that a deposit of Six Hundred Thirty Dollars and No Cents (\$630.00) shall be paid by Coastal Skies to the County at commencement of this Agreement. The deposit, less the County's cost of remedying any such conditions not met, shall be returned upon Coastal Skies vacating the Leased Premises if the following conditions are met:

- (A) All amounts due under this Agreement are paid up to date;
- (B) The Leased Premises have not been damaged, except for fair wear and tear;
- (C) The Leased Premises been cleaned and all property, trash, and/or debris have been removed; and
- (D) All building keys, employee access badges, and mailbox keys provided by the County to Coastal Skies are returned.

The County shall be entitled to deduct from the above deposit any unpaid rental payments due under this Agreement and any other damages and costs suffered by the County as a result of any other breach, default, or failure by Coastal Skies to perform any of the duties or obligations assumed by Coastal Skies hereunder or to faithfully keep and perform any of the terms, conditions, and provisions of this Agreement.

6. PAST DUE PAYMENTS. Payments under this Agreement shall be considered past due if, after the fifth (5th) day of the month in which payment is due at 5:00 p.m., the County has not received full payment. Payment submitted to the United States Postal Service or any messenger service is considered paid on the date actually received by the Aviation Director. In the event any payment is past due, Coastal Skies shall pay to the County, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Twenty Five Dollars and No Cents (\$25.00) for the first day of delinquency, and Five Dollars and No Cents (\$5.00) for each day thereafter, which includes the date payment is made. The parties agree the late fee serves as reasonable liquidated damages for late payment and is considered part of the payment. The late fee shall apply in full to any late payment and no partial payment alters or eliminates the late fee. Failure to make timely payments in full under this Agreement shall be considered a default of the terms of this Agreement.

7. CONCESSION RIGHTS GRANTED. For and in consideration of the prompt payment of the Lease/Concession Rate under this Agreement, the County hereby grants to Coastal Skies, subject to all of the terms, covenants, and conditions of this Agreement, the following non-exclusive rights and obligations:

- (A) Effective January 1, 2024, to provide flight training, ground instruction, and aircraft rental services at the Airport.

The above rights and obligations may not be assigned to another person or entity without written approval by the County. Nothing herein contained shall be deemed to grant Coastal Skies any exclusive right or privilege within the Federal Aviation Act, or the conduct of any activity at the Airport, except that, subject to the terms and provisions hereof, Coastal Skies shall have the right to use the Leased Premises under the provisions of this Agreement.

8. USE OF THE AIRPORT. Coastal Skies is granted the right, in common with others with authorization, to use the facilities and common areas of the Airport. The Airport's facilities include, without limitation, navigational aids, floodlights, landing lights, signals, and fueling and other aviation service facilities and conveniences for the operation of aircraft. Common areas include, without limitation, all officially designated landing strips and areas, runways, taxiways, aprons, aircraft parking areas, ramps, and automobile roadways and parking areas. Coastal Skies may park aircraft owned by Coastal Skies only in areas designated by the Aviation Director. The County reserves the right to temporarily close all or any portion of the Airport or any of the facilities thereon for maintenance, repair, improvement, safety, or security of the Airport or the public, or for any other cause deemed necessary by the County, without being liable to Coastal Skies for any disruption of Coastal Skies' business operations or for any other reason. During time of war or in response to an emergency or disaster, the County shall have the right to lease any landing area or other part of the Airport to the United States Government for military, naval or any other government use; and, upon execution of such lease, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended. Nothing contained in this Agreement shall prevent Coastal Skies from pursuing any rights which Coastal Skies may have for reimbursement from the United States Government for the taking of any part of Coastal Skies' leasehold or for any loss or damage caused Coastal Skies by the use of the Airport by the United States Government.

9. TAXES. Coastal Skies shall be responsible for the timely payment of all taxes assessed against it, including but not limited to, sales taxes and franchise taxes, if any.

10. REPAIRS. The County shall be responsible for all repairs to the Leased Premises, except when the damage or the need for repairs is caused by Coastal Skies, its employees, agents, customers, or guests. In the event damage or the need for repairs is caused by Coastal Skies, its employees, agents, customers, or guests, Coastal Skies shall be solely responsible for performing such repairs within thirty (30) days of the date of notification from the County. Repairs shall be made in an expeditious and workmanlike manner and shall be performed by qualified contractors in accordance with County specifications. The Aviation Director shall approve all repairs made by Coastal Skies. In the event Coastal Skies shall fail to complete such repairs to the County's satisfaction within the time provided, Coastal Skies hereby agrees that the County may, in its discretion, perform such repairs; in such event, the cost of such repairs shall be borne solely by Coastal Skies, and Coastal Skies agrees to reimburse the County within thirty (30) days after payment is requested by the County.

11. MAINTENANCE. Coastal Skies agrees to perform day-to-day maintenance of the Leased Premises, including, but not limited to, keeping the Leased Premises clear and free of hazards, and posting appropriate notices of such hazards caused by its operation to the general public.

12. ALTERATIONS. Coastal Skies agrees to make no alterations to the Leased Premises, or construct any additions or improvements, without prior written consent by the County.

13. ENTRY. The County, through its officers, agents, servants, or employees, shall have the right to enter the Leased Premises during normal business hours, and at any time in the event of an emergency, for the purpose of doing any and all things which the County is authorized or required to do under the terms of this Agreement, including to ensure compliance with this Agreement, or for the purpose of performing its governmental functions under federal, state, or local rules, regulations, ordinances, and laws, including, but not limited to, necessary and proper inspections under applicable health, mechanical, building, electrical, plumbing, and fire codes and any other regulations regarding health, safety, and general welfare of the public and Airport users. Absent an emergency situation, the County shall provide Coastal Skies with advance notice of inspection as is reasonable under the circumstances.

14. COASTAL SKIES' RESPONSIBILITIES. In addition to the agreements, conditions, and covenants of this Agreement, it is understood and agreed that this Agreement is made subject to each of the below conditions and covenants:

- (A) The Leased Premises and portions of the Airport to which Coastal Skies has authority to use shall be used by Coastal Skies only for exercising the Concession Rights granted under this Agreement.
- (B) Coastal Skies agrees to use the Leased Premises and the portions of the Airport to which Coastal Skies has authority to use in an orderly and proper manner so as to not constitute a nuisance or disturbance or to endanger tenants, occupants, or employees of the Airport, or to unreasonably interfere with the use or operation of the Airport. Coastal Skies shall park aircraft only in areas permitted by agreement or designated by the Aviation Director.
- (C) Coastal Skies shall not make any unlawful use, nor permit the unlawful use, of the Leased Premises or any other part of the Airport by any person; any such unlawful use shall result in the removal from the Leased Premises of any person engaged in said unlawful use. Any unlawful use of the Leased Premises or any other part of the Airport shall constitute an immediate breach of this Agreement and be cause for termination this Agreement.
- (D) Coastal Skies shall have the duty and responsibility, at Coastal Skies' sole cost and expense, to keep the Leased Premises in a well-maintained, safe, clean, and attractive condition at all times.

- (E) Coastal Skies shall not erect, maintain, or display any advertising signs, posts, or similar devices at or on the Leased Premises or the Airport without the express prior written approval of the Aviation Director.
- (F) Coastal Skies shall remove all waste, garbage, rubbish, junk, and junked or disabled vehicles or aircraft resulting from its operations from the Airport within five (5) days of the County's request to do so.
- (G) Coastal Skies shall comply with all regulations of the Texas Commission on Environmental Quality and of the Environmental Protective Agency concerning the use, deposit, and disposal of waste oil, lubricants, and discarded fuels. In addition, Coastal Skies shall comply with all provisions of the Airport's "Spill Prevention and Countermeasures Plan" and "Storm Water Pollution Prevention Plan," copies of which are on file and available for inspection at the Airport central office.
- (H) Coastal Skies shall comply with all security measures that may be imposed from time to time by the County or any other applicable governmental entity. The County shall not be responsible for the security of any aircraft or other property belonging to Coastal Skies.

15. PURCHASE OF FUEL. Coastal Skies agrees to purchase all fuel used in its operations at the Airport, either for its own aircraft or for that of its customers, from the County.

16. PERMITS AND LICENSES. Coastal Skies agrees to acquire at its own expense all permits and licenses necessary for its operations at the Airport.

17. RULES AND REGULATIONS/MINIMUM STANDARDS. From time to time, the County and/or the Aviation Director acting on behalf of the County may adopt and enforce rules and regulations and minimum standards with respect to the occupancy and use of the Airport and its services and facilities by any persons, vehicles, aircraft, and equipment, that will reasonably ensure, in the sole discretion of the County, the safe, efficient, and economically practicable operation thereof, and provide for the safety and convenience of those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into, and from the Airport. Coastal Skies agrees to observe and obey all such rules and regulations and minimum standards now existing or hereafter amended or adopted and all other federal, state, and local rules, regulations, ordinances, and laws, and to require its officers, agents, employees, contractors, and suppliers to observe and obey same. The County reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such rules, regulations, ordinances, or laws. The Airport Rules and Regulations and the Airport Minimum Standards, now existing or hereafter amended or adopted, are hereby incorporated by reference into this Agreement. Coastal Skies agrees to comply with the Airport Rules and Regulations and the Airport Minimum Standards, and any noncompliance shall be considered a breach of this Agreement.

18. ACCEPTANCE OF PREMISES AS-IS. Coastal Skies acknowledges that Coastal Skies has fully inspected the Leased Premises, and on the basis of such inspection, Coastal Skies

hereby accepts the Leased Premises AS-IS, as suitable for the purposes for which the same are leased, in their present condition. Coastal Skies agrees to keep the Leased Premises free from waste or nuisance of any kind. COASTAL SKIES ACKNOWLEDGES THAT THE COUNTY HAS MADE NO WARRANTIES TO COASTAL SKIES AS TO THE CONDITION OF THE LEASED PREMISES, EITHER EXPRESS OR IMPLIED, AND THE COUNTY AND COASTAL SKIES EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE LEASED PREMISES ARE SUITABLE FOR COASTAL SKIES' INTENDED COMMERCIAL PURPOSE, AND COASTAL SKIES' OBLIGATION TO MAKE PAYMENTS HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE LEASED PREMISES OR THE PERFORMANCE BY THE COUNTY OF ITS OBLIGATIONS HEREUNDER, AND COASTAL SKIES SHALL CONTINUE TO MAKE PAYMENTS WITHOUT ABATEMENT, SETOFF, OR DEDUCTION NOTWITHSTANDING ANY BREACH BY THE COUNTY OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

19. TERMINATION. Any breach, default, or failure by Coastal Skies to perform any of the duties or obligations assumed by Coastal Skies hereunder or to faithfully keep and perform any of the terms, conditions, and provisions of this Agreement shall be cause for termination of this Agreement by the County, in the manner set forth in this Paragraph. In the event of termination, the County shall deliver to Coastal Skies prior written notice of its intention to terminate this Agreement.

- (A) If the breach, default, or failure is a failure to pay amounts due under this Agreement, the County shall provide written notice to Coastal Skies to cure such default within fifteen (15) days. If Coastal Skies fails or refuse to cure, adjust, or correct same within fifteen (15) days following notice, this Agreement shall cease and terminate upon notice by the County.
- (B) If Coastal Skies' breach, default, or failure is a breach other than a failure to pay rental amounts, the County shall provide written notice to Coastal Skies to cure such breach or default within thirty (30) days. If Coastal Skies shall fail or refuse to cure, adjust, or correct same to the satisfaction of the County within thirty (30) days following notice, this Agreement shall cease and terminate upon notice by the County.
- (C) In the event of a breach, default, or failure by Coastal Skies to perform any duty or obligation under this Agreement, any failure by the County to terminate this Agreement or the subsequent acceptance by the County of payments under this Agreement, for any portion of amounts due or any period of time after such breach, default or failure by Coastal Skies, shall not be a waiver by the County of any rights to terminate this Agreement.
- (D) Upon termination of this Agreement, whether for breach, default, or any failure by Coastal Skies, or the end of the Initial Agreement Term or any Renewal Agreement Term, Coastal Skies agrees to peaceably return the Leased Premises in good order and repair, vacant, unencumbered, and in good condition. Upon the termination of this Agreement for any reason, the County shall inspect the Leased

Premises for any damage to the Leased Premises for which Coastal Skies is responsible under this Agreement. Coastal Skies shall pay for all damages at its sole cost and expense and comply with all provisions of this Agreement.

- (E) Upon any default or breach of this Agreement, Coastal Skies shall also pay to the County, in addition to the amounts owed under this Agreement, all costs and expenses incurred by the County, including court costs and reasonable attorney's fees in (a) retaking or otherwise obtaining possession of the Leased Premises, (b) removing and storing Coastal Skies' or any other occupant's property, (c) repairing, restoring, altering, remodeling, or otherwise putting the Leased Premises into a condition suitable for reletting the Leased Premises, (d) reletting all or any part of the Leased Premises, (e) paying or performing the underlying obligation which Coastal Skies failed to pay or perform, and (f) enforcing any of the County's rights, remedies or recourses arising as a consequence of the default or breach.

20. INDEMNIFICATION. Coastal Skies shall **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the County and the County's officials, officers, agents, servants, and employees and indemnify the County and its officials, officers, agents, servants, and employees from any and all cost, liability, damage, or expense (including costs of suit and reasonable expenses of legal services) claimed by anyone by reason of injury or damage to persons or property sustained in, on, or about the Leased Premises or the Airport, or arising out of Coastal Skies' operations in or on said premises, or on the Airport, or any of Coastal Skies' activities under this Agreement, as a proximate result of the acts or omissions of Coastal Skies, its officers, directors, agents, servants, employees, guests, invitees, contractors, or subcontractors, or arising out of any activity on or condition of the Leased Premises or the Airport, excepting such liability as may be the result of the direct and proximate negligence of the County, or its officials, officers, agents, servants, or employees while acting in the scope of their official duties, agency, or employment. Coastal Skies' duties and obligations under this Paragraph shall continue and survive upon the termination of this Agreement.

21. RELEASE. Coastal Skies agrees to **waive, release, hold harmless, remise, and discharge** the County and its officials, officers, employees, agents, or representatives of any liability, claims, demands, actions or rights of actions, or damages of any kind related to, arising from, or in any way connected to the access provided, work performed, or any other activities by the undersigned and its employees, agents, or representatives under this Agreement. Coastal Skies' duties and obligations under this Paragraph shall continue and survive upon the termination of this Agreement.

22. INSURANCE. During the term of this Agreement, and any extension thereof, Coastal Skies shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, the following insurance:

- (A) **Worker's Compensation Insurance.** In the event Coastal Skies employs any person or persons to perform work on the Leased Premises, Coastal Skies shall maintain worker's compensation insurance covering its agents and employees

used in its operation at the Airport during the term of this Agreement as required by law.

- (B) **Aircraft Liability Insurance.** Coastal Skies shall maintain a policy of liability insurance on any aircraft stored and/or operated at the Airport. The insurance policy shall provide coverage for bodily injury and property damage with minimum limits of liability of \$1,000,000.00 per occurrence. The above insurance policy or policies shall name "Brazoria County, Texas" as an additional insured. In addition, Coastal Skies shall require its insurance carrier(s) for the above policy or policies to waive all rights of subrogation against the County and its officials, employees, and agents.
- (C) **Comprehensive General Liability, Premises Operations, and Property Damage Insurance.** Coastal Skies shall procure and maintain a policy of liability insurance on the Leased Premises and its operations at the Airport or otherwise under this Agreement. The insurance coverage shall include comprehensive general liability coverage, including premises, completed operations liability, product liability, and protective liability insurance for bodily injuries in the amount of \$500,000.00 per person and \$1,000,000.00 per occurrence, and \$500,000.00 per occurrence for property damage. The policy shall list "Brazoria, County, Texas" as an additional insured.
- (D) **Automobile Liability Insurance.** Coastal Skies shall procure and maintain automobile liability insurance in the amount of \$100,000.00 per person and \$300,000.00 per occurrence for bodily injuries and \$100,000.00 per occurrence for property damage.
- (E) Coastal Skies shall provide the County with certificates of insurance for each above policy prior to execution of this Agreement.
- (F) All insurance policies and renewals are subject to County's approval and shall be submitted to the County for approval prior to commencing any operations under this Agreement.
- (G) All insurance policies shall provide that thirty (30) days written notice of cancellation or material change in coverage be provided to the County.

23. **ASSIGNMENT.** Coastal Skies shall not transfer, assign, sublet, license, encumber, or pledge this Agreement or any right or privilege thereunder, in whole or in part, without the prior written consent of the County.

24. **NONDISCRIMINATION.** Coastal Skies shall not engage in any discriminatory actions against or towards its agents, employees, independent contractors, and servants, or its customers or the general public. Those discriminatory practices proscribed by both federal law and the laws of the State of Texas, all Federal Aviation Administration regulations and rules regarding discrimination are applicable and shall be observed by Coastal Skies. Coastal Skies

further has the duty to remediate any discriminatory conduct it discovers as the result of conduct of its agents, employees, and/or independent contractors. Failure to strictly follow this policy shall be grounds for termination of this Agreement. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. Coastal Skies agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23. Coastal Skies agrees to include the statements in this Paragraph in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

25. NOTICES. Any notices and communications required or permitted hereunder, shall be hand-delivered, dated and acknowledged by the receiving party, or given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed as follows:

THE COUNTY: Aviation Director
 Texas Gulf Coast Regional Airport
 8000 Airport Way
 Angleton, Texas 77515

COASTAL SKIES: Coastal Skies Aero Club
 17622 Airfield Lane
 Pearland, Texas 77581

 Coastal Skies Aero Club
 8000 Airport Way
 Suite 117
 Angleton, Texas 77515

26. NON-WAIVER. The failure of the County to insist upon the performance of any term or provision of this Agreement, or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of the County's right to assert or rely upon any such term or right on any future occasion. Additionally, no act or omission by the County (other than the County's execution of a document acknowledging such surrender) or the County's agents, shall constitute an acceptance of a surrender of the Leased Premises.

27. SEVERABILITY. If a provision of this Agreement is declared void or illegal by a court or administrative agency, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as possible in accordance with the original intent of the parties.

28. GOVERNING LAW. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas. The proper venue for any dispute under this Agreement shall be Brazoria County, Texas.

29. **SUBORDINATION.** To the extent any conflict exists, this Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States relative to the operation and maintenance of the Airport execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

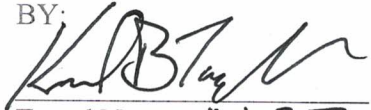
30. **ENTIRE AGREEMENT.** This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. It contains all the covenants and agreements between the parties relating in any way to the creation and use of the leasehold estate and the relationship of the parties as landlord and tenant. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding. This Agreement shall not be amended or changes except by a written instrument signed by both parties.

Executed in the manner and on the dates as set out below:

COASTAL SKIES AERO CLUB

BRAZORIA COUNTY

BY:


Typed Name: Kirk B. Taylor
Title: Owner

BY:

L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

Jan 30, 2024
Date

Date

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of **Coastal Skies Aero Club, LLC**, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein and herein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2024.

Notary Public, In and For the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared **L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas**, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed and in the capacity therein and herein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2024.

Notary Public, In and For the State of Texas

