



STATE OF OKLAHOMA
DEPARTMENT OF CONSUMER CREDIT

NOTICE

The State of Oklahoma recently passed an immigration bill known as House Bill 1804, the Oklahoma Taxpayer and Citizen Protection Act of 2007. This bill went into effect on November 1, 2007.

One of the provisions of the bill is the requirement that all natural persons obtaining a license from the Department of Consumer Credit must show lawful presence in the United States.

You must submit an affidavit if:

- You are licensed individually as a Mortgage Loan Originator (MLO) or a Precious Metals Employee (PME)
- Your company is licensed, but the business is *not* incorporated

You do not need to submit an affidavit if your business is registered as a corporation or an LLC. Please note that only those businesses that are legally incorporated or registered as LLCs are exempt from this requirement.

Attached are two affidavits (each person will choose one of these to sign):

- If you are a United States citizen, you will sign Form 1
- If you are a qualified alien and you can prove you are in the United States lawfully under the Federal Immigration and Naturalization Act, you will sign Form 2

All officers and owners of the company must complete and submit one of the appropriate affidavits. You are either a citizen OR a qualified alien—please do not submit both forms. Make additional copies of the forms as needed. These affidavits must be notarized. We cannot accept faxed or emailed copies of these forms. You will need to mail it to us. **Under Oklahoma law, we cannot issue or renew your license without the proper affidavit(s).**

Please do not call the Department with questions about the bill. (You are welcome to call us with questions about your application.) This is a requirement of the State of Oklahoma; our Department has no authority to address it. If you need further information, you may call the Oklahoma House of Representatives at 1-800-522-8502, or you may review the text of the bill by visiting the following web link:

<http://www.oscn.net/applications/oscn/deliverdocument.asp?id=448995&hits>

As always, we appreciate your spirit of cooperation.

Oklahoma Department of Consumer Credit

AFFIDAVIT VERIFYING LAWFUL PRESENCE IN THE UNITED STATES

Form 1 – For U. S. Citizens

Affidavit of

[Name of Individual Applicant]

[Company Name]

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn,
[Printed Name of Individual Applicant]

upon oath states under penalty of perjury as follows:

I am a United States citizen.

[Signature of Applicant]

Subscribed and sworn to or affirmed before me this _____ day of _____, 20_____.

NOTARY PUBLIC

Commission Number: _____

My Commission Expires: _____

(Seal)

OKLAHOMA CREDIT SERVICES ORGANIZATION LICENSE APPLICATION

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LICENSE APPLICATION INSTRUCTIONS

To make application for an Oklahoma Credit Services Organization License, all prescribed forms and additional required exhibits must be fully completed and mailed or delivered to:

**Office of the Administrator
Oklahoma Department of Consumer Credit
4545 N. Lincoln Blvd., Suite 104
Oklahoma City, OK 73105-3408**

All fees required must be submitted with the application. If incomplete, the application and fees will be returned, outlining missing requirements.

DO NOT RESUBMIT UNTIL COMPLETE. Upon receipt of a **complete package**, a staff member will carefully review all documents and an independent investigation will be made into the experience, character and general fitness of the Applicant(s).

All applications are reviewed in the order in which they are received. Any application received without all required information, notaries and signatures will be returned for completion. The reviewing process may take up to Sixty (60) Days from the receipt date of a complete application package.

LICENSE REQUIREMENTS

(The forms listed below are included in this packet)

A COMPLETE APPLICATION PACKAGE FOR A CREDIT SERVICES ORGANIZATION LICENSE IS COMPOSED OF:

- I. **APPLICATION: (pages 6-8)** These pages are for information on the business to be licensed, including mailing address, location, ownership, etc. Complete all sections that apply. Be sure to sign and notarize.
- II. **PERSONAL AFFIDAVIT FORM: (pages 9-10)** These pages are personal information sheets on all officers and directors, and the top stockholders of a corporate applicant; by all members of a limited liability Applicant; by every partner of a partnership Applicant; and by the owner when Applicant is a sole proprietorship. **Be sure all forms are signed and notarized by each individual described in this paragraph.** Make additional copies if needed.
- III. **CREDIT SERVICES ORGANIZATION BOND FORM: (page 11)** This page is for your required bond of \$10,000.00 (TEN THOUSAND DOLLARS) for each location. Take this form to the agent you are purchasing your bond from. Be sure all signatures are affixed and include the original bond with all attachments along with your application.
- IV. **DESIGNATED AGENT FORM: (page 12)** This page is for appointing a resident or corporation of Oklahoma to accept service of process for your business. Be sure form is signed by the Applicant.
- V. **OUT OF STATE EXAMINATION AGREEMENT: (page 13)** This page is for lenders whose records will be maintained in another state. You must complete this form showing that your company is willing to pay expenses for an examiner to visit your office to conduct the annual examination of books and records. Your office will be contacted before any such visit.
- VI. **FINANCIAL STATEMENT:** This statement must be recent (within 30 days) **This statement must be signed and dated by the owner, member or an officer of the company and notarized by a notary public.** If filing as a partnership, each partner must file a financial statement. Corporate applicants must file the most recent balance sheet.
- VII. **TRUST ACCOUNT:** Satisfactory evidence from a federally insured financial institution in Oklahoma of the existence of a trust account in this state, in the applicant's name. Typical evidence will include a copy of the account application for the trust account. **If no funds are collected from the consumer up front, then you MUST include a letter with this application stating that you do not collect ANY funds from the consumer.**
- VIII. **BUSINESS FORMS: (pages 14-15)** Copies of all business forms to be used in the business, including but not limited to the following:
 - A. Contracts to be executed with customers/borrowers;
 - B. Information Statement;
 - C. Cancellation Notice
- IX. **CERTIFICATE OF FICTITIOUS NAME: (pages 16-18)** *For Sole Proprietorships and General or Limited Partnerships:* If doing business using a fictitious name, a filed copy of the **Certificate of Fictitious Name** must be submitted for sole proprietorships and general partnerships. Contact the county clerk's office in which the business is to be located. Instructions on how to file enclosed.

***BRANCH LICENSE REQUIREMENTS**

***BRANCH LICENSES:** If you are applying for a branch location, you must complete:

- a) The main Application (pages 6-8),
- b) Personal Affidavit form for only new officers, directors, trustees, members or partners (pages 9-10),
- c) Credit Services License Bond Form for \$10,000 (TEN THOUSAND DOLLARS) for each additional location. (page 11)
- d) Designated Agent form (page 12)
- e) A check or money order for \$100.00 (ONE HUNDRED DOLLARS) made out to the Department of Consumer Credit.
- f) A recent financial statement or balance sheet – signed dated and notarized by the owner of the business or an officer, member or partner of the company in order to complete your application.

X. A COPY OF ALL BASIC DOCUMENTS ESTABLISHING THE ENTITY;

A. FOR GENERAL PARTNERSHIPS:

1. A copy of the partnership agreement signed by all parties involved.
2. If the partnership does business under an assumed or fictitious name, supply a copy of a **Certificate of Fictitious Name**.
3. A list of the names, addresses and telephone numbers of the partners and their degree of ownership.

B. FOR LIMITED PARTNERSHIPS:

1. A copy of all documents submitted to the Office of the Oklahoma Secretary of State. Such copies must show the date the documents were filed.
2. If the partnership does business under an assumed or fictitious name, supply a copy of the Trade Name Report filed with the Secretary of State.
3. A list of the names, addresses and telephone numbers of the partners and their degree of ownership.

C. FOR LIMITED LIABILITY COMPANIES:

1. A copy of the Articles of Organization and Certificate of Organization filed with the Secretary of State.
2. If doing business using a fictitious name, supply a copy of the Trade Name Report filed with the Secretary of State.
3. A list of the names, addresses and telephone numbers of the three largest shareholders, officers and directors of the LLC.

D. FOR DOMESTIC CORPORATIONS:

1. A copy of the Articles of Incorporation and Certificate of Incorporation filed with the Secretary of State.
2. If doing business using a fictitious name, supply a copy of the Trade Name Report filed with the Secretary of State.
3. A list of the names, addresses and telephone numbers of the three largest shareholders, officers and directors of the corporation.

E. FOR FOREIGN CORPORATIONS:

1. A certificate duly executed not more than THIRTY (30) DAYS prior to the filing of the application by the proper officer showing that the Applicant is authorized to transact business in the state of incorporation.
2. A designation of the corporation's principal agent in Oklahoma, giving both name and address.
3. A copy of the Articles of Incorporation.
4. A Certificate of Authority issued by the Oklahoma Secretary of State.
5. If your business falls under one of the exemptions on the Secretary of State instructions sheet, highlight the exemptions that apply and submit a copy with your application.
6. If doing business using a fictitious name, supply a copy of the Trade Name Report filed with the Secretary of State.
7. A list of the names, addresses and telephone numbers of the three largest shareholders, officers and directors of the Foreign Corporation.

For information concerning above items, contact:

**Oklahoma Secretary of State
101 State Capitol Building
Oklahoma City, OK 73105 (405) 521-3911**

- XI. STATUTORY FEE FOR INVESTIGATION AND LICENSE:** For new Credit Service Organization applications, the applicant shall pay \$100.00 (ONE HUNDRED DOLLARS) non-refundable investigation fee and \$100.00 (ONE HUNDRED DOLLARS) for each license as the annual fee provided in Title 24 O.S. Section 143

LICENSE FEES AND RENEWAL REQUIREMENTS

When investigation, analysis, and approval of the application is complete, your license will be mailed to the designated address on the application for branch locations. In the case of a new license you will be contacted by a Department representative to schedule an appointment to pick up your license.

This license is to be prominently displayed in the licensed office so long as the licensee operates under the Oklahoma Credit Services Organization Act. In all correspondence or communication with this office subsequent to licensing, the licensee shall show the assigned number.

The licensee is to submit **annually** a **renewal fee** of **\$100.00 (ONE HUNDRED DOLLARS)**. This renewal fee is to be submitted **prior to December 1st of each year** and in no instance later than **FIFTEEN (15) DAYS** after written notification from the Administrator that the renewal fee has not been received. Renewals received after December 31st will be returned and your license will subsequently expire.

Annual renewal of the license is the responsibility of each licensee. The Department mails notice of this renewal to the Licensee. Records of delinquent filings become a permanent part of the license file.

The Administrator or his duly authorized representative may investigate the books, accounts, papers, correspondence and records of any licensee or other person holding a license, for the purpose of establishing compliance with the Rules of the Administrator and the Oklahoma Credit Services Organization Act. A minimum **fee of \$200.00 (TWO HUNDRED DOLLARS)** will be charged for this examination.

RULES OF THE ADMINISTRATOR

Official copies of the Rules of the Administrator may be obtained by contacting the **Office of Administrative Rules** located at **220 Will Rogers Building** in **Oklahoma City**. Telephone number is **(405) 521-4911** and mailing address:

OFFICE OF ADMINISTRATIVE RULES
PO Box 53390
Oklahoma City, Oklahoma 73152

Copies are available at a cost of **25 cents per page**. When you request to purchase these Rules from the **Office of Administrative Rules**, the person will need to know that you need to purchase **Title 160, chapter (s)** -

| <u>Chapter</u> | <u>Section</u> |
|---|----------------|
| 1. Organization_____ | 160:1 |
| 3. Procedure_____ | 160:3 |
| 5. Fees (general information)_____ | 160:5 |
| 10. Consumer Leasing_____ | 160:10 |
| 15. Pawn Transactions_____ | 160:15 |
| 20. Changes in Dollar Amounts_____ | 160:20 |
| 25. Credit Features Exempted from Advance Notice of Changes in Terms_____ | 160:25 |
| 30. Credit Services Organizations_____ | 160:30 |
| 35. Oklahoma Rental Purchase Act_____ | 160:35 |
| 40. Garnishment Limitations_____ | 160:40 |
| 45. Truth in Lending_____ | 160:45 |
| 50. Health Spas_____ | 160:50 |
| 55. Mortgage Brokers_____ | 160:55 |
| 65. Supervised Lenders_____ | 160:65 |
| 70. Deferred Deposit Lenders_____ | 160:70 |

Unofficial rules may be downloaded at the Commission on Consumer Credit web address: <http://www.okdocc.state.ok.us>.

LICENSEE CHANGES (ADDRESS, ETC.)

Licenses issued under the Oklahoma Credit Services Organization Act are issued on the basis of representations made on the application and supporting documents. **Any substantial change in the information included in the application must be reported to the Administrator immediately. If any material misrepresentations or unreported changes of circumstances are subsequently discovered, the license is subject to revocation after it has been issued.**

Changes in location, ownership, partners, and in the principal parties at interest in a corporation must be submitted in writing for approval Thirty (30) Days prior to the effective date of the change.

~ **The name and address of the manager for this location:**

| | |
|-----------------------------|----------------------------|
| _____ | _____ |
| <i>Name of Manager</i> | <i>Residential Address</i> |
| _____ | _____ |
| <i>City, State, and Zip</i> | <i>County</i> |
| _____ | _____ |
| <i>Telephone</i> | <i>E-Mail</i> |

A. TO BE COMPLETED ONLY IF THE APPLICANT IS AN INDIVIDUAL:

Full Name

B. TO BE COMPLETED ONLY IF THE APPLICANT IS A PARTNERSHIP:

Full Name of Partner

Full Name of Partner

Full Name of Partner

Full Name of Partner

~ **Have Articles of Limited Partnership been filed with the Secretary of State?** Yes _____ No _____

C. TO BE COMPLETED ONLY IF APPLICANT IS A LIMITED LIABILITY COMPANY:

Full Name of Member

Full Name of Member

Full Name of Member

Full Name of Member

~ **Have Articles of Limited Liability been filed with the Secretary of State?** Yes _____ No _____

D. TO BE COMPLETED ONLY IF APPLICANT IS A CORPORATION, ASSOCIATION, JOINT STOCK COMPANY OR TRUST:
OFFICERS

Full Name of President

Full Name of Vice President

Full Name of Treasurer

Full Name of Secretary

DIRECTORS AND TRUSTEES

Full Name of Director/Trustee

Full Name of Director/Trustee

Full Name of Director/Trustee

Full Name of Director/Trustee

Note: If there are additional officers, directors or trustees, please specify using additional sheets if necessary.

NAME AND RESIDENCE ADDRESS OF ALL STOCKHOLDERS OWNING TEN (10%) PERCENT OR MORE:

| | |
|-------------------------|--------------------------------|
| 1. _____ | _____ |
| <i>Name</i> | <i>Address</i> |
| _____ | _____ |
| <i>City, State, Zip</i> | <i>Percentage of Ownership</i> |
| 2. _____ | _____ |
| <i>Name</i> | <i>Address</i> |
| _____ | _____ |
| <i>City, State, Zip</i> | <i>Percentage of Ownership</i> |
| 3. _____ | _____ |
| <i>Name</i> | <i>Address</i> |
| _____ | _____ |
| <i>City, State, Zip</i> | <i>Percentage of Ownership</i> |

IN WITNESS WHEREOF, the applicant herein named has caused the foregoing application to be executed, this _____ day of _____, 20_____, and acknowledges that all statements made herein, and supporting schedules, are made for the purpose of inducing the Administrator of the Department of Consumer Credit of the State of Oklahoma to grant said application.

Name of Applicant

Signature of Applicant or Agent

ATTEST: Corporate Secretary

State of: _____

County of: _____

The person or persons whose signatures appear above personally appeared before the undersigned, a NOTARY PUBLIC, in and for the above named county and state, on the _____ day of _____, 20_____, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the applicant therein named and for the purpose therein set forth, that they are duly authorized to execute the foregoing instrument, and that the statements and representations therein contained are true to the best of their knowledge and belief.

Notary

My Commission Expires

SEAL

7. Occupational record during the last ten (10) years:

NOTE: All periods of time must be accounted for; periods of unemployment should be indicated and dates given. Provide date, name and address of employer, position held and nature of the duties performed

8. Have you ever been discharged for cause or have you ever been requested to resign from any position? Yes _____ No _____

(If yes, furnish details. Attach extra sheets if necessary)

9. Have you ever been convicted of a felony or violation of any law of the State of Oklahoma? Yes _____ No _____

(If yes, furnish details. Attach extra sheets if necessary)

10. Are there any legal actions pending against you at this time? Yes _____ No _____

(If yes, furnish details. Attach extra sheets if necessary)

Notarization

State of: _____

County of: _____

Before me, the undersigned authority, being duly sworn according to law, deposes and says that the statements contained herein are true and correct.

SEAL

Signature of person completing this form

Notary

My Commission Expires

**STATE OF OKLAHOMA
DEPARTMENT OF CONSUMER CREDIT
CREDIT SERVICES ORGANIZATION LICENSE BOND**

KNOW ALL MEN BY THESE PRESENT THAT _____,
(NAME OR PRINCIPAL/BUSINESS)

_____ of _____,
(Street Address) (City, State & Zip)

in the County of _____, State of _____,

as Principal, and _____,
(Surety Company)

a corporation duly organized and existing under the laws of _____, and being duly qualified to transact business in the State of Oklahoma, as Surety, are holden and stand firmly bound unto the Administrator of the Department of Consumer Credit of the State of Oklahoma, for the use of the State and any person or persons who may have a cause of action against the obligor of this bond under the provisions of **OKLAHOMA CREDIT SERVICES ORGANIZATION ACT**, in the just sum of **TEN THOUSAND DOLLARS (\$10,000)** to be paid to the said Administrator as aforesaid, or his successor in office, to which payment will and truly be made, we hereby jointly and severally bind ourselves, our respective heirs, executors and administrators, successors and assign, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said _____,
(Principal)

its/his officers, agents or employees shall faithfully observe and comply with all of the provisions of the aforesaid statute, then this obligation shall be void; otherwise to be and remain in full force and virtue in law, until cancelled; provided, however, that no cancellation by the surety shall be effective unless and until written notice of intention to cancel this bond has been filed with the Administrator for a period of **THIRTY (30) DAYS** prior to the date fixed in said notice of cancellation.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of _____ of the year 20_____.



(Applicant)

By: _____

(Surety)

Countersigned: _____
By: _____

(Oklahoma Resident Agent)

Bond Number _____

Do Not Write Below This Line

Approved this _____ **day of** _____ **of the year 20**_____.

(Administrator's Signature)

Sample Documents

* This Contract Agreement is provided by the Department of Consumer Credit for informational purposes only. *

CONTRACT AGREEMENT

This agreement date this _____ day of _____, in the year 20_____, is made between _____,
whose address is _____,
referred to as (I, you, buyer), as appropriate, and _____, whose address is _____,
referred to as _____.

1. In this paragraph give your customer a full and detailed description of the services to be performed by your company, including all guarantees and all promises of full or partial refunds "if applicable" and the estimated date by which the services are to be performed, or estimated length of time for performing the services.
2. In this paragraph give your customer the terms and conditions of payment, including the total of all payments to be made by the customer, whether to the credit service organization or to some other person.
3. In this paragraph you are required to disclose the name and address of your service agent. Example: The person authorized to receive service of process in this state is _____, whose address is _____.

NOTE: The statement listed below must be in bold face type.

"You, the buyer, may cancel this contract at any time prior to midnight of the fifth day after the date of the transaction. See the attached Notice of Cancellation form for an explanation of this right."

Buyers Signature Date

Buyers Signature Date

The contract shall be accompanied by a completed form in duplicate, captioned "Notice of Cancellation" that shall be attached to the contract, written in the same language as used in the contract;

"NOTICE OF CANCELLATION"

You may cancel this contract, without any penalty or obligation, within five (5) days from the date the contract is signed.

If you cancel any payment made by you under this contract, will be returned with ten (10) days following receipt by the seller of your cancellation notice.

To cancel this contract, mail or deliver a signed dated copy of this cancellation notice, or any other written notice to (Name of Seller) at (Address of Seller) (Place of Business) not later than midnight (Date).

I hereby cancel this transaction, (Date).

(Purchaser's Signature)

The credit services organization shall give to the buyer a copy of the completed contract and all other documents the credit service organization required to buyer to sign at the time they are signed.

* This Contract Agreement is provided by the Department of Consumer Credit for informational purposes only. *

Sample Documents

* This Information Statement is provided by the Department of Consumer Credit for informational purposes only. *

INFORMATION STATEMENT

(Company Name)

(Address)

(City, State Zip)

We are required by law to provide this information statement before the execution of a contract or before the receipt of any money or other valuable consideration.

1. You have the right to review any file maintained by any consumer credit reporting agency, as provided under the Federal Fair Credit Reporting Act, 15 U.S.C., Sections 1681 through 1681t.
2. You have the right to review the above mentioned file at no charge if a request is made to the consumer credit reporting agency within thirty (30) days after receiving notice that credit has been denied. If credit was not denied the approximate price to review such file will be \$_____.
3. You have the right to dispute the completeness or accuracy of any item contained in your file which is maintained by a consumer credit reporting agency.
4. In this paragraph give your customer a **detailed description** of the services to be performed by your company including the total amount the buyer will have to pay, or become obligated to pay, for your services.
5. You have the right to proceed against the bond or trust account we are required by law to maintain. The name and address of the surety company that issued the bond is: _____ . The name of the depository is: _____.

I have received a copy of the above information statement.

Customer Signature

Date

* This Information Statement is provided by the Department of Consumer Credit for informational purposes only. *

INSTRUCTIONS ON HOW TO FILE A CERTIFICATE OF FICTITIOUS NAME

1. A Certificate of Fictitious Name is a name used for a business when any name except the name of the owner is used; i.e. John Doe doing business as Ace Credit Services.
2. To form a corporation, contact the Oklahoma Secretary of State at (405) 521-3911.
3. To form a limited partnership, contact the Oklahoma Secretary of State.
4. To form a limited liability company, contact the Oklahoma Secretary of State.
5. When you have chosen the name you want to use for your business, contact your county clerk's office to be sure the name is not already in use.
6. Contact the Oklahoma Secretary of State to make sure the name you choose is not already being used as a corporate, limited partnership or limited liability name.
7. There is no form for a Certificate of Fictitious Name. Draw up your own using the enclosed guideline as an example.
8. Be sure to have your signature(s) notarized.
9. Be sure to show your return address on the face of your certificate.
10. Publication is optional for sole proprietors.
11. Limited partnerships are not required to publish, but must be on file with the Secretary of State.
12. General Partnerships: Take a copy of your certificate to any newspaper in the county in which you file and have it published for one day. Obtain a publishers Affidavit and attach it to your original certificate.
13. A Certificate of Fictitious name is to be filed in the county in which the principal place of business is located.
14. Check with your county clerks for filing fee.

GUIDE FOR TYPING YOUR CERTIFICATE OF FICTITIOUS NAME
SOLE OWNERSHIP

NOTE: This is a guide, not a form to fill in the spaces. Type your own certificate giving all required information. If necessary, you may change the wording to fit your needs.

Certificate of Fictitious Name of
(Name you have chosen)

KNOW ALL MEN BY THESE PRESENT:

That (your name and address), is the sole owner and operator of (type of business), under the firm name of (name of business), and that said business is a sole ownership, dating from the _____ day of _____, 20_____; and that there are no other members belonging to the sole ownership.

Dated this _____ day of _____, 20_____.

Signature of Owner

State of: _____

County of: _____

Before me, the undersigned authority, being duly sworn according to law, deposes and says that the statements contained herein are true and correct.

Notary

SEAL

My Commission Expires

Return to: Your name
Your return address
Your city, state and zip

