

## U.S. CUSTOMS AND BORDER PROTECTION DIRECTIVE

**ORIGINATING OFFICE:** OF:FM:FP

**DISTRIBUTION:** S-01

**CBP DIRECTIVE NO.** 5350-017B

**DATE:** AUGUST 24, 2005

**SUPERSEDES:** CD 5350-017A, 5/3/01

**REVIEW DATE:** AUGUST 2008

### **SUBJECT: PROMISSORY NOTES**

**1 PURPOSE.** This directive establishes national policy and guidance for the issuance and control of Promissory Notes used as an alternative method for the collection of outstanding claims that arise from tariff debt under the laws administered by U.S. Customs and Border Protection (CBP). Promissory Notes are agreements that are executed to pay indebtedness at a future date. This directive does not cover Promissory Notes that are due to nontariff debt that are to be handled in accordance with the Debt Collection Improvement Act of 1996 and the Debt Collection Act of 1982. The information in this directive is intended only as guidance for CBP employees and nothing herein is intended to create or confer any rights, privileges, or benefits for any private person or entity.

**2 BACKGROUND.** Ordinarily, CBP requires and expects full payment of bills and other claims by their respective due dates. Promissory Notes are not generally to be used in situations where a bond is securing the debt to CBP. Rather, Promissory Notes are to be executed only in unusual circumstances where CBP has exhausted all other methods of payment by the debtor. Thus, Promissory Notes are the least favored form of payment.

### **3 POLICY.**

3.1 Promissory Notes are to be used as a collection method only when the debtor is unable to make a lump sum payment or to obtain credit elsewhere and the debt is not secured by a bond.

3.2 Promissory Notes for amounts \$2,000 or less must relate to a Fines, Penalties and Forfeiture (FP&F) case. Requests for Promissory Notes having principal amounts of \$2,000 or less that are not related to FP&F cases will be referred to the Director, Revenue Division, Office of Finance. In these instances, a bill will be created for the debt amount through the manual billing process, if necessary, and the debtor's payments will be posted against the bill.

3.3 Promissory Notes for amounts \$2,000 or less shall be limited MAXIMUM of 6 months. Upon default of any installment, CBP shall have the option of making the entire balance due and payable as of the date of default. However, Promissory Notes for mitigated amounts must always provide for reversion back to the original penalty

amount, less any payments made. See reversion provision in specimen note in Attachment A.

3.4 The FP&F Officer (if not available, then the on-site Supervisory CBP Officer) at the ports are responsible for the review and acceptance of Promissory Notes related to passenger/traveler seizure or penalty cases that have principal amounts of \$2,000 or less. Payments on these notes will be sent to the FP&F office servicing the port where the penalties were incurred.

3.5 Promissory Note amounts that exceed \$2,000 in principal shall only be authorized by the Director, Revenue Division, Office of Finance. Collateral in the form of a security bond, letter of credit or marketable securities must be obtained in cases whenever the Director, Revenue Division determines the debtor has significant assets.

#### **4 AUTHORITY.**

4.1 The following statutes, regulations, and guidelines provide the necessary requirements for the acceptance and execution of Promissory Notes:

4.1.1 Title 26 U.S.C. § 6621

4.1.2 Title 31 U.S.C. § 3711

4.1.3 Title 19 U.S.C. § 1617

4.1.4 Title 19 U.S.C. § 1618

4.1.5 Title 19. U.S.C. § 1623

4.1.6 Title 31 OMB Circular A-129

4.1.7 Title 31 CFR § 903.3

#### **5 DEFINITIONS.**

5.1 Promissory Notes – Notes that are executed promising to pay indebtedness at a future date. Most Promissory Notes will incorporate a payback schedule of payments that includes interest.

5.1.1 Attachment A: Specimen copy of a Promissory Note for amounts \$2,000 or less relates to an FP&F case. Note the revision provision in this note that makes the original penalty amount due in case of default.

5.1.2 Attachment B: Specimen copy of a Promissory Note for more than \$2,000 due to a penalty payment.

5.1.3 Attachment C: Specimen copy of a Promissory Note for more than \$2,000 due to a payment of duties, taxes, and fees.

## **6 RESPONSIBILITIES.**

6.1 All CBP employees involved in the Promissory Note process are responsible for adhering to the policy and procedures established in this directive.

6.2 The Director, Revenue Division shall be responsible for all Promissory Notes that exceed \$2,000 in principal.

6.3 The Executive Director, Office of Finance shall ensure that the Director, Revenue Division is complying with the policies and procedures established in this directive. The Director, Revenue Division is responsible for the write-off of all Promissory Notes except for those due to penalty claims where the original penalty less any payment(s) received is \$1,500 or less. See paragraph 5. Concurrence is necessary from the Assistant Chief Counsel (ACC), Indianapolis, Indiana, for the write-off of Promissory Notes that exceed \$1,500.

6.4 Port Directors shall ensure that employees under their supervision adhere to the policy and procedures established in this Promissory Note process. This includes the FP&F officers, as well as any Supervisory CBP officers, on-site CBP officers and other employees in their port who are involved in the processing of Promissory Notes.

6.5 The FP&F officers are responsible for: 1) obtaining and maintaining control of executed Promissory Notes that are \$2,000 or less in principal; 2) the forwarding of requests to the Director, Revenue Division or designees, for Promissory Notes that exceed \$2,000 in principal; and 3) the reviewing and forwarding of uncollectible Promissory Notes, with a copy of the complete set of the associated FP&F case documentation, to the ACC, Indianapolis, for write-off consideration. Debt referred for write-off consideration should only be for Promissory Notes on penalty claims where the original penalty less any payment(s) received is more than \$1,500. The FP&F officer has write-off authority for Promissory Notes where the original penalty amount, less any payment(s) received, does not exceed \$1,500.

6.6 On-Site CBP officers or Supervisory CBP officers are responsible for obtaining and maintaining control of executed Promissory Notes that are \$2,000 or less in principal when the FP&F officer is not available. The Supervisory CBP officer is responsible for reviewing and approving the Promissory Note if the FP&F officer is not available.

6.7 The Directors, Field Operations shall ensure that the Port Directors and other employees under their authority comply with the policies and procedures contained herein.

6.8 The Executive Director, Financial Operations shall ensure that employees under his/her authority adhere to the policy and procedures set forth in this directive.

6.9 The Assistant Commissioner, Office of Finance is responsible for the overall Promissory Notes program to ensure that CBP complies with this directive.

**7 PROCEDURES.** These national guidelines and procedures shall be used when accepting and processing Promissory Notes for the collection of unsecured claims.

7.1 The Promissory Note shall be a written agreement prepared as a legally binding document and shall include the identification of the debtor, the total debt amount, payment amounts, payment period, and the rate of interest, if applicable. If there is a default of any installment payment, CBP shall have the option of making the entire remaining balance due and payable as of the date of the default. NOTE: Promissory Notes cannot be signed by a minor (under the age of 18).

7.2 The size and frequency of installment payments shall bear relationship to the debt amount and the debtor's ability to repay. Installment payments of less than \$50 shall be avoided unless there are unusual circumstances. For exceptions, see paragraphs 7.5.1 and 7.6.1.

7.3 Installment payments shall be limited to the shortest possible payment term. However, the payment term shall not exceed 3 years unless the payment within 3 years is impossible and circumstances, including the amount of the note, justify a longer payback period. For exceptions, see paragraph 7.6.1.

7.4 When a Promissory Note for \$2,000 or less is issued for an amount that is not mitigated, the word "mitigated" shall be crossed out or deleted wherever it appears on the form. See Promissory Note form (Attachment A).

**7.5. For Promissory Notes That Are \$2,000 or Less in Original Principal:**

7.5.1 Promissory Notes that are \$2,000 or less in original principal will only be made for debt on FP&F cases. Field FP&F officers will maintain these notes. Requests shall be reviewed and approved by the on-site Supervisory CBP officers or FP&F officers. The Supervisory CBP officers or FP&F officers shall have sole discretion in granting exceptions to paragraphs 7.2. Reasons for exceptions shall be noted in the case files. Payments on these notes will be sent to the FP&F office servicing the port where the penalties were incurred.

7.5.2 The Supervisory CBP officers or FP&F officers shall decide if goods or documents of the debtor will be retained to secure the Promissory Note, with advice from local counsel, as needed. It is also the Supervisory CBP officer's responsibility to ensure that the original executed Promissory Note is forwarded to the FP&F officer with the case file.

7.5.3 The FP&F officers shall ensure that sufficient controls are in place to prevent loss of these original Promissory Note documents and files.

7.5.4 The FP&F officer shall be responsible for ensuring that these Promissory Notes, as well as both full and partial payments on them, are properly recorded in the applicable automated system.

7.5.5 The FP&F officer shall be responsible for identifying when payment is in default and for taking timely action, in accordance with the Promissory Note agreement. Procedures for this are set forth in the Seized Asset Management and Enforcement Procedures Handbook.

7.5.6 When the final payment of a Promissory Note clears the bank, the FP&F officers shall mark the note "paid" and return the note to the debtor.

**7.6 For Promissory Notes That Exceed \$2,000 In Original Principal:**

7.6.1 The Director, Revenue Division must approve Promissory Notes that exceed \$2,000 in original principal. The Revenue Division will maintain these notes. In addition, the Director, Revenue Division has sole discretion in granting exceptions to paragraphs 7.2 and 7.3 for Promissory Notes that exceed \$2,000 in principal. Reasons for exceptions shall be noted in the files.

7.6.2 Request packages for Promissory Notes that exceed \$2,000 shall be sent to the Director, Revenue Division, U.S. Customs and Border Protection, P.O. Box 68907, Indianapolis, Indiana 46278. Request packages shall include financial statements for the debtors. If the debtor is a corporation, the package shall include copies of the previous 2 years of either: 1) audited financial statements, 2) federal income tax returns, or 3) unaudited financial statements on forms that contain a signed statement that "under penalty of perjury, these financial statements are true and correct to the best of my knowledge." If the debtor is not a corporation, the request package shall include a copy of the debtor's financial statement on the form as shown in Attachment D. The request packages will be reviewed and analyzed by the Revenue Division to determine if a Promissory Note is the only viable option. Collateral in the form of a security bond, letter of credit or marketable securities must be obtained in cases whenever it is determined the debtor has significant assets.

7.6.3 If the Director, Revenue Division decides that a Promissory Note is appropriate, the debtor must sign the note in the presence of a Notary Public and the note must be sent back to the Revenue Division for safekeeping and recordation in the applicable automated system.

7.6.4 If the underlying debt is comprised of CBP bills, the bills will be canceled and the Promissory Note will be established in the applicable automated system.

7.6.5 The Revenue Division personnel designated to control Promissory Notes shall post the installment payments to the notes as the payments are received (or in a timely manner thereafter), and shall identify when a payment is in default. When a default occurs, timely action, in accordance with the Promissory Note agreement, shall be taken.

7.6.6 The Revenue Division personnel designated to control Promissory Notes shall forward a report of the current Promissory Note receivable balance values on a monthly basis to the Financial Statements Section, Financial Reporting and Analysis Branch, so they can be posted to the General Ledger.

7.6.7 When the final payment of a Promissory Note clears the bank, the Director, Revenue Division shall ensure that the note is marked "paid" and returned to the debtor.

## 7.7 **Uncollectible Promissory Notes.**

7.7.1 If, despite diligent efforts, all attempts to effect collection of a Promissory Note are unsuccessful and it is determined further attempts are not warranted, the FP&F officers (for notes of \$2,000 or less in original principal) or the Revenue Division (for notes greater than \$2,000 in original principal) shall review the facts available to ensure collection actions have been properly documented and process the debt for write-off.

**Note: If the amount of the note was a mitigated amount, the language in the note provides for reversion back to the original penalty amount less any payments made to date.** See paragraph 3.2.

7.7.2 Write-off Actions for Promissory Notes That Are \$2,000 or Less in (Original) Principal.

7.7.2.1 If the FP&F officer determines that a Promissory Note will be written-off, an explanation of the collection actions taken and the reasons or determinations to effect write-off shall be recorded in the file (Title 31 CFR 903.3).

7.7.2.2 The FP&F officer has the authority to effect write-offs if the original penalty amount, less any payment(s) does not exceed \$1,500.

7.7.2.2.1 If the FP&F officer is processing a penalty of \$1,500 or less for write-off, the FP&F officer must forward a copy of the case file to the Revenue Division so that the debt may be submitted for the Treasury Offset Program (TOP). See paragraph 7.8.

7.7.2.3 If the original penalty amount, less any payment(s) received, exceeds \$1,500, the Promissory Note and a copy of the complete set of the FP&F case documentation shall be sent to the: Assistant Chief Counsel, U.S. Customs and Border Protection, P.O. Box 68914, Indianapolis, Indiana 46278.

7.7.3 Write-Off Actions for Promissory Notes That Exceed \$2,000 in (Original) Principal.

7.7.3.1 If the Director, Revenue Division determines that a Promissory Note will be written-off, an explanation of the collection actions taken and the reasons or determinations to effect the write-off shall be forwarded as follows:

7.7.3.2 If the original debt, less any payment(s) received, exceeds \$1,500, the Promissory Note along with the FP&F case or bill documentation, if applicable, shall be sent to the ACC, Indianapolis, Indiana.

7.7.3.3 If the original debt, less any payment(s) is \$1,500 or less, the Promissory Note along with the FP&F case or bill documentation, if applicable, shall be sent to the Director, Revenue Division.

**7.7.4 Handling of All Debts That Exceed \$1,500.**

7.7.4.1 If the original debt less any payment(s) received, exceeds \$1,500, the ACC, Indianapolis will review the documentation to determine if all reasonable collection actions have been taken and if the write-off is appropriate. As part of this review, the ACC may take additional collection actions or may refer the Promissory Note back to the requesting office for additional collection action or to the appropriate Associate or ACC for enforcement in district court.

7.7.4.2 If, after review, the ACC concurs with the write-off request, the ACC shall forward the Promissory Note and the counsel opinion to the Revenue Division.

7.7.4.3 The Director, Revenue Division shall have the final review and determination if write-off is warranted for all debts not exceeding \$100,000. Debts that exceed \$100,000 must be referred to the Department of Justice for final determination [see Title 31 U.S.C. 3711 (a)] unless certain specific exceptions apply, e.g., outside the jurisdiction of the United States, statute of limitations has expired, etc.

7.7.4.4 When the Director, Revenue Division has approved a write-off of a valid and legally enforceable Promissory Note, notification shall be sent to the originator of the write-off request (the pertinent FP&F officers and the Revenue Division staff). Subsequently, the write-off of the Promissory Note shall be recorded in the applicable automated system. The ACC, Indianapolis, is responsible for recording notes that were maintained by the FP&F officers and the Director, Revenue Division is responsible for recording notes that were maintained by the Revenue Division.

7.7.4.5 All debt that is written-off must be submitted to the TOP. See paragraph 7.8.

7.8 Promissory Notes that are uncollectible shall be submitted for collection under the Treasury Offset Program (TOP), Title 31 CFR 285.2. Valid and legally enforceable debts that are processed for write-off are eligible for the TOP if the Promissory Notes are for \$100 or more, OR if the Promissory Notes are for \$25 or more AND the taxpayer

identification numbers are available. The Revenue Division is responsible for CBP's participation in the TOP.

7.9 When a debt is no longer eligible for the TOP, CBP will close out the debt and generate an Internal Revenue Service (IRS) Form 1099C for amounts written-off in accordance with the applicable IRS regulations.

Commissioner  
U.S. Customs and Border Protection

Attachments



ATTACHMENT A

PENALTY NOTE

SHORT TERM

## U.S. CUSTOMS AND BORDER PROTECTION

### PROMISSORY NOTE

I, \_\_\_\_\_, [Name] of \_\_\_\_\_ [Street Address],  
\_\_\_\_\_ [City, State or Foreign Country] promise to pay to the order of the  
U.S. Customs and Border Protection (CBP) at the following address:  
Fines, Penalties and Forfeitures Officer  
[CBP address]

the sum of \$\_\_\_\_\_ on or before the due date \_\_\_\_\_ (a date no later than SIX MONTHS after the execution date of this note) as a mitigated penalty. This mitigated penalty is due as a result of a penalty in the original amount of \_\_\_\_\_ [Original Penalty Amount] issued against me under case number \_\_\_\_\_ [Case Number]. Payment of this note may be made by a lump sum payment or installments and, in either instance, by a guarantee form of payment, such as cash, cashier's check or money order. However, all payments must be received by CBP on or before the due date. If any payment is received in a non-guaranteed form, such as a personal check, I understand that the payment may be rejected and this note may be treated as in default if guaranteed payment is not received timely.

Nonpayment of the sum due under this note by the due date for any reason shall constitute a default. In case of default in payment, the entire balance of the ORIGINAL PENALTY AMOUNT stated above shall become immediately due and payable at the option of the CBP and without notice. I waive presentment for payment, demand, notice of nonpayment, protest and notice of protest, and dishonor of the same. Presentation of this document in any subsequent legal proceeding shall be presumptive evidence of this unpaid penalty.

I shall have the right to prepay the obligation set forth in this note in whole or in part at any time without penalty. Execution of this Promissory Note is my fully informed and voluntary act.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
CBP Witness

\_\_\_\_\_  
(Name Printed)

SSN: \_\_\_\_\_

at: \_\_\_\_\_

Date: \_\_\_\_\_

U.S. CUSTOMS AND BORDER PROTECTION  
REVENUE DIVISION

PROMISSORY NOTE

\_\_\_\_\_ *[name and address of debtor]*, (the "Maker"), acting through its duly authorized agent, promises to pay to the order of the U.S. Customs and Border Protection (CBP) at the following address:

U.S. Customs and Border Protection  
Revenue Division  
P.O. Box 68907  
Indianapolis, IN 46268

the sum of \_\_\_\_\_ principal in \_\_\_ monthly installments, with interest at \_\_\_ percent per annum, for a total of \_\_\_\_\_ *[total amount of principal and interest on note]* in compromise and settlement of the original penalty amount of \_\_\_\_\_ *[original penalty amount]* due under case number \_\_\_\_\_ *[case number]*. Interest will be assessed monthly on the unpaid balance and will be compounded in the event of default. The first installment of \_\_\_\_\_ *[first installment amount]* will be due on \_\_\_\_\_ *[first payment due date]*. Each subsequent payment will be due on the \_\_\_\_\_ *[due date]* of each month thereafter until the final payment of \_\_\_\_\_ *[final installment amount]*, which will be due on \_\_\_\_\_ *[final installment payment date]*. An additional charge of **5% of installment payment** shall be due on any payment not received within 15 days of the payment's due date. Payments shall be made by guaranteed form of payment.

Nonpayment of any sum due under this note within 15 days of the payment's due date for any reason shall constitute a default. In case of default in payment, the entire balance of the ORIGINAL PENALTY AMOUNT stated above plus any accrued interest and late fees on this note shall become immediately due and payable at the option of the CBP and without notice. That entire balance due shall continue to accrue interest until payment is received. The maker waives presentment for payment, demand, notice of nonpayment, protest and notice of protest, and dishonor of the same. Presentation of this document in any subsequent legal proceeding shall be presumptive evidence of this unpaid penalty.

**ATTACHMENT B  
PENALTY NOTE**

Maker shall have the right to prepay the obligation set forth in this note in whole or in part at any time without penalty. Prepayments shall first be applied to the interest due, and then to the remaining principal.

(Signature)

(Name Printed)

for:

(Name of Principal)

SSN:

at:

Date:

**ACKNOWLEDGMENT**

State of \_\_\_\_\_:

County of \_\_\_\_\_:

Before me the undersigned, a Notary Public for \_\_\_\_\_ County, State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and acknowledged the execution of this instrument as his/her fully informed and voluntary act this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Signature)

\_\_\_\_\_, Notary Public  
(Name Printed)

My commission expires: \_\_\_\_\_.

**ATTACHMENT C  
SHORT TERM  
PENALTY NOTE**

**U.S. CUSTOMS AND BORDER PROTECTION  
REVENUE DIVISION**

PROMISSORY NOTE

*[name and address of debtor]*, (the "Maker"), acting through its duly authorized agent, promises to pay to the order of the U.S. Customs and Border Protection (CBP) at the following address:

U.S. Customs and Border Protection  
Revenue Division  
P.O. Box 68907  
Indianapolis, IN 46268

the sum of \_\_\_\_\_ principal in \_\_\_\_ monthly installments, with interest at \_\_\_\_ percent per annum, in compromise and settlement *[reason for note]*. Interest will be assessed monthly on the unpaid balance and will be compounded in the event of default. The first installment of \_\_\_\_\_ *[first installment amount]* will be due on \_\_\_\_\_ *[first payment due date]*. Each subsequent payment will be due on the \_\_\_\_\_ *[due date]* of each month thereafter until the final payment of \_\_\_\_\_ *[final installment amount]*, which will be due on \_\_\_\_\_ *[final installment payment date]*. An additional charge of 5 % of installment payment shall be due on any payment not received within 15 days of the payment's due date. Payments shall be made by guaranteed check or money order.

Nonpayment of any sum due under this note within 15 days of the payment's due date for any reason shall constitute a default. In case of default in payment, the entire unpaid principal balance plus any accrued interest and late fees on this note shall become immediately due and payable at the option of the CBP and without notice. That entire balance due shall continue to accrue interest until payment is received. The maker waives presentment for payment, demand, notice of nonpayment, protest and notice of protest, and dishonor of the same. Presentation of this document in any subsequent legal proceeding shall be presumptive evidence of this unpaid debt.

Maker shall have the right to prepay the obligation set forth in this note in whole or in part at any time without penalty. Prepayments shall first be applied to the interest due, and then to the remaining principal.

(Signature)

(Name Printed)

for:

(Name of Principal)

EIN:

at:

Date:

ACKNOWLEDGMENT

State of \_\_\_\_\_:

County of \_\_\_\_\_:

Before me the undersigned, a Notary Public for \_\_\_\_\_ County, State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and acknowledged the execution of this instrument as his/her fully informed and voluntary act this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Signature)

\_\_\_\_\_, Notary Public

(Name Printed)

My commission expires: \_\_\_\_\_.

**ATTACHMENT D**

**FINANCIAL REPORT**

**DEBT AMOUNT:**

**DEBTOR NAME:**

**SPOUSE'S NAME:**

**IMPORTER OF RECORD NUMBER:** *[Or Social Security Number]*

**ASSETS:**

**AMOUNT**

Cash on hand	_____
Checking account balance	_____
Savings account balance	_____
Certificates of deposit (including IRA)	_____
Accounts receivable	_____
Stock (including IRA)	_____
Mutual funds (including IRA)	_____
Bond (including IRA)	_____
Thrift savings	_____
Cars current value	_____
Boats current value	_____
House(s) current value	_____
Land current value	_____
Business establishment(s) current value	_____
Other assets (list separately)	_____
Jewelry	_____
Household goods	_____
Other _____	_____
_____	_____

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**TOTAL ASSETS**

\_\_\_\_\_

**LIABILITIES (TOTAL BALANCES OF WHAT YOU PRESENTLY OWE)**

Accounts payable (credit card balances, personal loans, child support, etc.)	_____
Mortgage balance (house, car boat, etc.)	_____
Other liabilities (list separately)	_____
<b>Bureau of Customs and Border Protection debt</b>	_____
_____	_____

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**TOTAL LIABILITIES**

\_\_\_\_\_

FINANCIAL REPORT

DEBT AMOUNT:  
DEBTOR NAME: SPOUSE'S NAME:  
IMPORTER OF RECORD NUMBER: [Or Social Security Number]

MONTHLY INCOME (average payment per month)

Wages and salaries \_\_\_\_\_  
Interest \_\_\_\_\_  
Dividends \_\_\_\_\_  
Business income \_\_\_\_\_  
Other income (list separately) \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_  
TOTAL MONTHLY INCOME \_\_\_\_\_

I, the undersigned, certify under penalty of perjury, that my financial statements set forth above are true and correct. The amounts of assets, liabilities, income and expenses include by way of illustration, not limitation, my own assets, those of my spouse, and those owned by both of us together.

Signature \_\_\_\_\_ Date \_\_\_\_\_

ACKNOWLEDGMENT

State of \_\_\_\_\_:  
County of \_\_\_\_\_:

Before me the undersigned, a Notary Public for \_\_\_\_\_ County, State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and acknowledged the execution of this instrument as his/her fully informed and voluntary act this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signature)

\_\_\_\_\_, Notary Public  
(Name Printed)

My commission expires: \_\_\_\_\_.