CERTIFICATE PURCHASE AGREEMENT

By and Among

COLLIN COUNTY HOUSING FINANCE CORPORATION
as Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

and

FIRST SOUTHWEST COMPANY
as Purchaser

Relating to Sale of Mortgage-Backed Certificates Financed By:

COLLIN COUNTY HOUSING FINANCE CORPORATION
Single Family Mortgage Revenue Bonds
$2,175,413 Series 1997A-1
$8,409,009 Series 1997B-1

Dated as of September 30, 2009

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CERTIFICATE PURCHASE AGREEMENT

This Certificate Purchase Agreement is made and entered into as of September 30, 2009 (the "Agreement") by and among the COLLIN COUNTY HOUSING FINANCE CORPORATION (the "Issuer"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (by succession to Bank One, National Association), as trustee (the "Trustee") under a Trust Indenture dated as of March 1, 1997, as amended by a First Amendment to Trust Indenture dated as of March 1, 1998 (collectively, the "Indenture") by and between the Issuer and the Trustee, and FIRST SOUTHWEST COMPANY (the "Purchaser"). Terms not otherwise defined herein shall have the meanings set forth in the Indenture.

WITNESSETH

WHEREAS, the Issuer issued its Single Family Mortgage Revenue Bonds, Series 1997A and Series 1997B (collectively, the "1997 Bonds"), on March 19, 1997, in the original aggregate principal amount of $8,489,000, in order to purchase mortgage-backed certificates guaranteed by GNMA or Fannie Mae (collectively, the "Certificates") backed by mortgage loans made to persons or families for the purchase of qualifying single family residences in the jurisdiction of the Issuer; and

WHEREAS, pursuant to the Indenture, certain of the Series 1997 Bonds were remarketed as Collin County Housing Finance Corporation Single Family Mortgage Revenue Bonds, Series 1997A-1 (the "1997A-1 Bonds"), in the principal amount of $2,175,413, 1997B-1 (the "Series 1997B-1 Bonds," and collectively with the 1997A-1 Bonds, the "Bonds"), in the principal amount of $8,409,009; and

WHEREAS, the Issuer has determined to sell the outstanding Certificates pursuant to the Indenture, in order to provide for the special optional redemption in whole of the Bonds pursuant to Section 4.2(C) of the Indenture, and will direct the Trustee to undertake the actions necessary to provide for such redemption;

WHEREAS, by this Agreement, the Issuer intends to cause to be sold to the Purchaser all of the outstanding Certificates;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement herein contained, the Issuer, the Trustee and the Purchaser severally agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definition.

The following words and phrases are defined as follows:

"Purchase Price" means the purchase price computed in accordance with Section 2.02 hereof.

"Settlement Date" means September 30, 2009.

ARTICLE II
SALE AND CONVEYANCE OF CERTIFICATES

Section 2.01. Sale and Conveyance of Certificates. The Issuer does hereby sell, transfer, assign, set over and convey to the Purchaser, without recourse, but subject to the terms of this Agreement, all rights, title and interest of the Issuer in and to the Certificates listed on Exhibit A hereto, including

payments of principal of and interest thereon on and after October 1, 2009. The Issuer does hereby direct the Trustee to provide for the delivery of the Certificates to the Purchaser.

Section 2.02. Purchase Price; Payments on Certificates. (a) The total purchase price for the Certificates (the "Purchase Price") shall be $_____, which shall equal the sum of ____% of the outstanding principal balance of the Certificates as set forth in Exhibit A, plus accrued interest from September 1, 2009 to the Settlement Date. The Purchase Price shall be paid on the Settlement Date in immediately available funds by federal wire transfer to the Trustee. The Purchase Price shall be determined as follows:

Certificate Principal	$681,709.67
Certificate Premium (____%)	
Certificate Accrued Interest (29 days)	_____
Total Purchase Price	_____

(b) The Purchaser shall be entitled to all amounts paid with respect to the Certificates on and after October 1, 2009. The Trustee shall retain all amounts paid with respect to the Certificates prior to October 1, 2009. If the Trustee receives amounts due and owing to the Purchaser, the Trustee shall cause such amounts to be paid to the Purchaser. If the Purchaser receives amounts due and owing to the Trustee, the Purchaser shall pay such amounts to the Trustee.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations of the Issuer. The Issuer hereby represents to the Purchaser that as of the Settlement Date:

(i) the Issuer has full power and authority to make, execute, deliver and perform this Agreement and all of the transactions contemplated under this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

(ii) this Agreement is a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors of public entities specifically;

(iii) this Agreement does not violate any bylaws or other organizational documents of the Issuer;

(iv) the Issuer has not previously sold, or granted an option to purchase, any Certificate (or any, Mortgage Loan underlying any Certificate), and the Certificates are not by their terms subject to cancellation or mortgage forgiveness following the defeasance or payment of the Bonds or at any other time;

(v) upon delivery of the Certificates to the Purchaser pursuant to this Agreement, the Certificates will not be subject to any lien or encumbrance, including but not limited to, any lien or encumbrance of the Indenture;

(vi) there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending against the Issuer or of which it has otherwise received official notice or which, to the best of the knowledge of the Issuer, is threatened against the Issuer (nor to the best of the knowledge of the Issuer is there any basis therefor), (a) which in any way

questions the validity of any proceeding taken by the Issuer in connection with the sale of the Certificates or the execution and delivery of this Agreement, (b) wherein an unfavorable decision, ruling or finding would in any way adversely affect the transactions contemplated by this Agreement or (c) which in any way would adversely affect the validity or enforceability of this Agreement (or any other instrument required or contemplated for use in consummating the transactions contemplated thereby); and

(vii) the Issuer is currently solvent and able to pay its debts, has not been insolvent in the past, and is not aware of any matter that could reasonably be expected to render the Issuer insolvent in the future.

Section 3.02. Representations of the Trustee. (i) Based on its records and information with respect to the Certificates, the Trustee represents and warrants to the Issuer that as of the Settlement Date, the information set forth in Exhibit A is true and correct; and (ii) assuming compliance with the terms of the Indenture, the Trustee (acting solely at the direction of the Issuer) has full power to make, execute, deliver and perform this Agreement and all of the transactions contemplated under this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

Section 3.03. Representations of the Purchaser. The Purchaser represents and warrants to the Issuer and the Trustee that as of the Settlement Date the Purchaser has the full right, power and authority to make, execute, deliver and perform this Agreement and all of the transactions contemplated under this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

The Purchaser also represents to the Issuer and the Trustee that to the best of its knowledge (i) pursuant to a good faith bidding or negotiated sales process conducted by the Purchaser, the Purchaser sold the Certificates to one or more unrelated third parties for settlement on the Settlement Date for a total amount equal to the Purchase Price, and (ii) the Purchase Price represents the fair market value of the Certificates as of pricing date (based on delivery of the Certificates on the Settlement Date).

Section 3.04. No Repurchase or Substitution. The Issuer, the Trustee and the Purchaser agree that the Issuer and the Trustee shall not provide a substitute for any Certificate listed in Exhibit A and that the Purchaser shall not have the right to demand that the Issuer or the Trustee repurchase, substitute or exchange any Certificate or any other collateral for any Certificate delivered pursuant hereto.

ARTICLE IV
CLOSING

Section 4.01. Closing. The closing of the purchase and sale of the Certificates shall be on the Settlement Date, unless the parties agree to a different date.

Section 4.02. Conditions Precedent. The obligation of the Issuer to sell the Certificates and the obligation of the Purchaser to purchase the Certificates shall be subject to satisfaction of each of the following conditions precedent:

(i) all of the representations and warranties of the Issuer, the Trustee and the Purchaser contained in this Agreement shall be true and correct as of the Settlement Date;

(ii) the Purchaser shall receive all Closing Documents as specified in Section 4.03 of this Agreement, in such forms as are agreed upon and acceptable to the Issuer, the Trustee and the Purchaser, duly executed by all signatories as required pursuant to the respective terms thereof;

(iii) the Issuer, the Trustee and the Purchaser shall receive any agreements, documents, instruments or opinions relating to the sale and transfer of the Certificates as may be necessary to fully consummate the transactions contemplated by this Agreement, and as required under the terms of the Indenture;

(iv) all other terms and conditions of this Agreement shall be complied with by the appropriate party to this Agreement; and

(v) the Certificates will be delivered in a form reasonably acceptable to the Purchaser.

Section 4.03. Closing Documents. On or before the Settlement Date, the Issuer and the Trustee shall deliver the following documents to the Purchaser and the Trustee, as applicable:

(i) the list of Certificates attached hereto as Exhibit A;

(ii) a bill of sale relating to the Certificates (the "Bill of Sale") in substantially the form of Exhibit B attached hereto, without recourse or warranty except as specifically provided herein;

(iii) a certificate of the Trustee in substantially the form attached hereto as Exhibit C;

(iv) the Letter of Instructions and Closing Certificate of the Issuer in the form attached hereto as Exhibit D;

(v) legal opinions as required by Section 5.11(a)(i) and Section 4.2(C) of the Indenture; and

(vi) a verification letter of Greenberg Traurig, LLP as required by Section 5.11(b)(i) of the Indenture.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.01. Amendment. This Agreement may be amended from time to time by the Issuer, the Trustee and the Purchaser by written agreement signed by the Issuer, the Trustee and the Purchaser.

Section 5.02. Counterparts. For the purpose of facilitating the execution of this Agreement as herein provided and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

Section 5.03. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and either shall be delivered in person with receipt acknowledged or by registered or certified mail, return receipt requested, postage prepaid, or, in the case of facsimile transmission, when received and telephonically confirmed, in each case as follows:

If to the Issuer at: Collin County Housing Finance Corporation
c/o Petruska & Associates, A Professional Limited Liability Company
5600 West Lovers Lane, Suite 116-361
Dallas, Texas 75209

If to the Trustee at: The Bank of New York Mellon Trust Company, N.A.
2001 Bryan Tower
11th Floor
Dallas, Texas 75201
Attn: Robert Patterson

If to the Purchaser at: First Southwest Company
325 North St. Paul, Suite 800
Dallas, Texas 75201
Attention: W. Robert Johnson

Section 5.04. No Partnership Nothing herein contained shall be deemed or construed to create a partnership or joint venture between the parties hereto.

Section 5.05. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Issuer, the Trustee and the Purchaser and their respective successors and assigns, as may be permitted hereunder.

Section 5.06. Severability. Each part of this Agreement is intended to be severable. If any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect and shall be binding upon the parties.

Section 5.07. Paragraph Headings Paragraph headings of this Agreement are inserted for convenience only and do not in any manner limit or expand this Agreement and do not constitute a part of this Agreement.

Section 5.08. Law Governing. To the extent that federal law does not apply, the parties agree that this Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas.

Section 5.09. Further Assurances. The parties agree that they will execute and deliver such further instruments and take such other action as any of them reasonably may require more effectively to carry out the intent and purposes of this Agreement.

Section 5.10. Entire Agreement. This Agreement, including any attachments, and exhibits referred to herein and attached, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, representations and understandings of the parties, written or oral.

Section 5.11. Time of the Essence. The parties hereto acknowledge that time is of the essence in the performance of the transactions contemplated hereby.

IN WITNESS WHEREOF, the Issuer, the Trustee and the Purchaser have caused this Agreement to be duly executed and delivered as of the day and year first above written.

COLLIN COUNTY HOUSING FINANCE CORPORATION, as Issuer

By: _____
Authorized Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Officer

FIRST SOUTHWEST COMPANY,
as Purchaser

By: _____
Authorized Officer

EXHIBIT A

LIST OF CERTIFICATES

Summary of Certificate Information					
TYPE	**CUSIP #**	**Pool #**	**Interest Rate**	**Original Principal Amount**	**Outstanding Principal Amount Balance as of 9/29/09**
GNMA II	36209BB31	466358	6.20%	$1,503,570.00	$133,339.93
GNMA II	36209BGH5	466500	6.20%	4,129,145.00	241,599.37
GNMA II	36209BK56	466616	6.20%	679,247.00	61,338.84
GNMA II	36210GGF5	491698	6.20%	2,706,525.00	245,431.53
Total				**$9,018,487.00**	**$681,709.67**

EXHIBIT B

BILL OF SALE

In accordance with the Certificate Purchase Agreement dated as of September 30, 2009 (the "Agreement") by and among First Southwest Company (the "Purchaser"), Collin County Housing Finance Corporation (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under a Trust Indenture dated as of March 1, 1997, as amended (the "Indenture"), by and between the Issuer and the Trustee, the Issuer and the Trustee (acting solely as Trustee and at the direction of the Issuer), relating to the Issuer's Single Family Mortgage Revenue Bonds, Series 1997A-1, do hereby transfer, assign, set over and otherwise convey to the Purchaser, without recourse, all right, title and interest in the Certificates identified on Exhibit A attached to the Agreement, and any and all rights to receive payments as specified in the Agreement.

This Bill of Sale is made pursuant to and upon the representations and warranties on the part of the undersigned contained in the Agreement and no others and such representations and warranties are not merged in this Bill of Sale.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed as of the 30th day of September, 2009.

COLLIN COUNTY HOUSING FINANCE CORPORATION

By: _____
Authorized Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Officer

EXHIBIT C

CERTIFICATE OF TRUSTEE

The undersigned duly authorized officer of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under a Trust Indenture, as amended (the "Indenture') dated as of March 1, 1997, by and between the Collin County Housing Finance Corporation (the "Issuer") and the Trustee relating to the Issuer's Single Family Mortgage Revenue Bonds, Series 1997A-1 (the "Bonds"), does hereby certify as follows:

(a) Certificate Sale Proceeds. The Trustee has received $_____, representing the proceeds from the sale of the Certificates (as defined in the Indenture) pursuant to a Certificate Purchase Agreement (the "Certificate Purchase Agreement") dated as of September 29, 2009, among the Issuer, the Trustee (acting solely as trustee under the Indenture and upon the direction of the Issuer) and First Southwest Company (the "Purchaser").

(b) Bond Debt Service and Program Expenses. All amounts payable under the Indenture with respect to payments on the Bonds are current and, to the knowledge of the undersigned, all other amounts payable under the Indenture are current as of September 30, 2009. The payment requirements for the mandatory redemption in part of the Bonds on October 1, 2009, and the redemption in full on the Bonds on November 1, 2009 (the "Redemption Dates"), are set forth accurately in Schedule I attached hereto.

(c) Moneys Available to Pay Debt Service. $615,865.04 is being held in trust by the Trustee to pay (without reinvestment) the debt service requirements due on the Bonds on the Redemption Dates. The Trustee will provide the required notices of redemption, pursuant the Indenture with respect to the redemptions of the Bonds on the Redemption Dates.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Trustee on behalf of the Trustee as of the 30th day of September, 2009.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Officer

SCHEDULE I
(TO EXHIBIT C)

DEBT SERVICE SCHEDULE

Bonds Outstanding on September 30, 2009	Payment Date	Bond Interest Rate	Redemption Type	Principal (in $)	Accrued Interest (in $)	Total (in $)
$609,682.93	10/1/2009	6.10%	Mandatory	3,211.89	3,099.22	6,311.11
	11/1/2009	6.10%	Special Optional	606,471.04	3,082.89	609,553.93
	Grand Total			**609,682.93**	**6,182.12**	**615,865.04**

EXHIBIT D

LETTER OF INSTRUCTIONS AND CLOSING CERTIFICATE OF ISSUER

COLLIN COUNTY HOUSING FINANCE CORPORATION
Single Family Mortgage Revenue Bonds
$2,175,413 Series 1997A-1 and
$8,409,009 Series 1997B-1

The undersigned is an Authorized Officer of the Collin County Housing Finance Corporation (the "Issuer") and is duly authorized to execute this Letter of Instructions and Closing Certificate on behalf of the Issuer with respect to the above-captioned bonds (the "Bonds"). The Bonds are secured pursuant to a Trust Indenture dated as of March 1, 1997 as amended by a Series 1997A Series Supplement (the "Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee. Capitalized terms used herein have the meaning set forth in the Indenture and the Agreement (as defined below). The Issuer hereby directs the Trustee to take the following steps in the following order of priority:

1. The Issuer directs the Trustee to execute and deliver the Certificate Purchase Agreement dated as of September 29, 2009, by and among the Issuer, the Trustee and First Southwest Company (the "Agreement"), to receive the sales proceeds of the Certificates, and to deliver the Certificates (as defined in the Agreement), on behalf of the Issuer, and solely at its direction, in accordance with the Agreement.

2. The Issuer elects to redeem the outstanding Bonds in whole on November 1, 2009 by special optional redemption pursuant to Section 4.2(C) of the Indenture. The Issuer authorizes and directs the Trustee to waive any rating confirmation requirement applicable under Section 8.11(a)(v) of the Indenture.

3. The Issuer directs the Trustee to retain in the appropriate funds and accounts under the Indenture amounts sufficient to provide for the special optional redemption of the outstanding Bonds in whole, at the redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, on November 1, 2009 (such redemption to occur from the proceeds of the sale of the Certificates and any other funds available under the Indenture). The Issuer directs the Trustee to retain sufficient funds under the Indenture to provide for such redemption and mandatory redemption in part of the Bond on October 1, 2009, thereby discharging the Bonds in whole.

4. The Issuer directs the Trustee to pay the professional fees for services rendered in connection with the Certificate sale and redemptions of the Bonds as set forth in Schedule I.

5. Any surplus moneys held under the Indenture after provision for the payment of the Bonds in full, and the fees and expenses payable under paragraph 6, shall be transferred to the Issuer.

6. Pursuant to Section 5.11 of the Indenture, the Issuer certifies that (i) based on the verification report of Greenberg Traurig, LLP, the amounts to be held by the Trustee under the Indenture for payment of the Bonds in full (representing the sales proceeds of the Certificates and other available moneys) on September 29, 2009 will be sufficient to pay the redemption prices of the Bonds and to pay any final Trustee's fees and expenses, any other Program Expenses and any Rebate Amount; and (ii) it will use any excess moneys distributed to it only for lawful purposes.

IN WITNESS WHEREOF, the undersigned has executed this Issuer Certificate and Letter of Instructions on behalf of the Issuer on 30th day of September, 2009.

COLLIN COUNTY HOUSING FINANCE CORPORATION

By:_____
President

SCHEDULE I
FEES AND EXPENSES

Bond Counsel (Petruska & Associates)
Structuring / Ticketing Fee (First Southwest Company)
Special Counsel (Greenberg Traurig, LLP)
Final Rebate (Greenberg Traurig)
Trustee Fees, Expenses (Bank of New York Mellon Trust Company, N.A.)

Payment Instructions

Petruska & Associates, A Professional Limited Liability Company (Wiring Instructions)	JPMorgan Chase Bank, N.A. Account Number 805488954 ABA Number 111000614 Employer Identification Number 26-4204865
First Southwest Company (Wiring Instructions)	The Bank of New York 1 Wall Street New York, NY 10012 ABA Routing Number: 021000018 Swift Address: IRVT US 3N Beneficiary: First Southwest Company Account Number: 890 0271 779 FFC:
Greenberg Traurig, LLP (Wiring Instructions)	Citibank FSB Credit to: Greenberg Traurig ABA: 266-086-554 Account No.: 3200175071 Reference: 050542.010200 - Grand Prairie 1997

A RESOLUTION AUTHORIZING THE PERIODIC SALE OF THE TRUST ESTATES RELATING TO THE CORPORATION'S
VARIOUS SINGLE FAMILY MORTGAGE REVENUE BOND ISSUES;
THE OPTIONAL REDEMPTION OF SAID BONDS; THE EXECUTION
OF DOCUMENTS NECESSARY AND APPROPRIATE
FOR THE FOREGOING; AND RELATED MATTERS

WHEREAS, the Collin County Housing Finance Corporation (the "Issuer") has previously issued various series ("Series") of single family mortgage revenue bonds ("Bonds"); and

WHEREAS, the Trust Estates pledged to the payment of each Series of Bonds consists of certain mortgage participation certificates (the "Certificates"); and

WHEREAS, each Series of Bonds is subject to either or both (i) optional redemption and (ii) special optional redemption once the outstanding principal balance of the Bonds of a Series is less than ten percent of the principal amount of the Bonds of such Series at the time of issuance of such Series of Bonds; and

WHEREAS, the Issuer hereby determines that it would be appropriate when possible to sell the Certificates relating to a Series of Bonds and utilize the proceeds of such sale to redeem such Series of Bonds when the Issuer is able to accomplish either or both such optional and/or special optional redemption.

NOW THEREFORE, BE IT RESOLVED by this Board of Directors;

1. First Southwest Company and Petruska & Associates, A Professional Limited Liability Company ("Bond Counsel") are hereby directed to monitor the principal amounts of the various Series of Bonds to determine when the Issuer can accomplish the optional and/or special optional redemption of a Series of Bonds.

2. The sale of the Certificates relating to a Series of Bonds is hereby authorized so long as after such Series of Bonds is paid in full the Issuer can retain the residual money and First Southwest Company and Bond Counsel are hereby directed to take the appropriate steps to sell the Certificates predicated on such condition.

3. The proceeds of the sale of the Certificates relating to a Series of Bonds are to be used to redeem such Series of Bonds in full and to pay the costs of such transaction, with all of the residual money being paid to the Issuer. The Trustees for each Series of Bonds are hereby delegated the necessary authority to accomplish the sales of the Certificates and are hereby authorized and directed to take the appropriate steps to redeem the Bonds, all at the direction of First Southwest Company.

4. The officers of the Issuer are hereby delegated the necessary authority to accomplish periodic sales of the Certificates and redemptions of Bonds and are directed and authorized to

execute any and all documents necessary for the sale of Certificates and the redemption of the Series of Bonds related to such Certificates.

5. This resolution shall take effect immediately.

PASSED APPROVED AND EFFECTIVE this September 28, 2009.

COLLIN COUNTY HOUSING FINANCE CORPORATION

President

ATTEST:

Secretary

COLLIN COUNTY HOUSING FINANCE CORPORATION

INCUMBENCY CERTIFICATE

I, the undersigned Secretary of the Collin County Housing Finance Corporation (the "Corporation"), do hereby certify that the individuals listed below are qualified and acting officers of the Corporation as set forth below opposite their respective names and the signatures appearing below opposite the name of each such officer is a true specimen of the genuine signature of such officer and such individuals have the authority to provide written / oral direction / confirmation.

Name	Title	Signature
Keith Self	President	

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this certificate as of the ____ day of September, 2009.

Name: Joe Jaynes
Title: Secretary