**IN THE COURT OF THE CHANCERY OF THE STATE OF DELAWARE**

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| LOUISIANA MUNICIPAL POLICE EMPLOYEES' RETIREMENT SYSTEM, on behalf of itself and all other similarly situated shareholders of Landry's Restaurants, Inc., and derivatively on behalf of nominal defendant Landry's Restaurants, Inc., | ) | |
| Plaintiff, | ) | |
| v. | ) | C.A. No. 4339-VCL |
| TILMAN J. FERTITTA, STEVEN L. SCHEINTHAL, KENNETH BRIMMER, MICHAEL S. CHADWICK, MICHAEL RICHMOND, JOE MAX TAYLOR, FERTITTA HOLDINGS, INC., FERTITTA ACQUISITION CO., | ) | |
| Defendants, and | ) | |
| LANDRY'S RESTAURANTS, INC., | ) | |
| Nominal Defendant. | ) | |

**SUPPLEMENT TO THE VERIFIED CLASS ACTION COMPLAINT**

Pursuant to Chancery Court Rule 15(d), Plaintiff Louisiana Municipal Police Employees' Retirement System ("Plaintiff"), on behalf of public shareholders of Landry's Restaurants, Inc. ("Landry's" or the "Company") and derivatively on behalf of the Company, hereby supplements the Verified Class Action and Derivative Complaint ("Complaint") in this action to include transactions, occurrences, and events that have taken place since the filing of the Complaint.

The allegations of this Supplemental Complaint are based on the personal knowledge of Plaintiff as to itself and on information and belief (including the investigation of counsel, which itself includes the review of publicly available information and knowledge of information produced in the context of this Action) as to all other matters stated herein.

## I. SUMMARY OF THE ACTION AND REASON FOR SUPPLEMENT

1. Plaintiff filed the Complaint on February 5, 2009, following the decision by the board of directors of Landry's (the "Board") to terminate a merger agreement that required Tilman Fertitta, the Landry's CEO, Chairman and controlling shareholder ("Fertitta), to acquire all outstanding Landry's common shares he did not already own. Following the Board's and Fertitta's wrongful actions in connection with the terminated merger agreement, the share price of Landry's common stock plummeted.

2. On June 16, 2008, Fertitta had agreed to purchase the 60% of Landry's common stock that he did not already own for $21 per share, representing total consideration to the Landry's shareholders of approximately $220 million.

3. Hurricane Ike damaged a small number of Landry's restaurant properties in Texas in September 2008. Landry's numerous restaurants in the 27 states other than Texas and Landry's casino and hotel in Nevada were not damaged at all. Moreover, Landry's promptly announced that insurance would cover all or substantially all of the losses caused by the hurricane.

4. Suffering buyer's remorse in a falling stock market, however, Fertitta, along with his financing source (and M&A financial advisors) at Jefferies & Co., concocted a clever but utterly disloyal scheme that would let Fertitta acquire control of the Company without paying the $21 he had agreed to pay.

5. Fertitta told the Landry's special committee that had approved the deal that his financing source ***might*** claim that the hurricane constituted a material adverse effect ("MAE"), giving the lenders (and Fertitta) the right to abandon the deal altogether. As is common, however, natural disasters, "acts of God," and industry-wide changes in economic conditions were specifically excluded from the definition of MAE in both the merger agreement and the debt commitment letter. Fertitta's contrived concern was thus utterly frivolous. Had he not held his executive and fiduciary positions with the Company and had the Board shown the slightest regard for shareholder welfare, Fertitta's tactics would undoubtedly have invited an immediate (and successful) lawsuit against Fertitta for bad faith renunciation of his contractual obligations.

6. Through a series of maneuvers by Fertitta, some of which were facilitated by the Landry's Board, the deal was renegotiated downward to $13.50 per share. In the meantime, although the Board knew that Fertitta was purchasing shares at depressed prices in the open market, the Board took no steps to stop Fertitta's obvious "creeping takeover" of the Company at the expense of the shareholders.

7. By December 2008, Fertitta owned about 55% of Landry's outstanding shares. Because he already held majority control, Fertitta now sought to avoid paying any control premium. When the United States Securities and Exchange Commission ("SEC") requested that Fertitta's lenders publicly disclose the amended debt commitment letter (a wholly reasonable request considering that the lenders had already publicly disclosed the initial commitment letter), the Landry's Board inexplicably terminated the merger agreement, thus relieving Fertitta of even his obligation to pay even the

improperly reduced $15 million termination fee if he failed to close for any legitimate reason. The stock price of Landry's – now a controlled company whose shareholders must look to this Action to restrain Fertitta's continued abuse of his fiduciary obligations – has languished ever since.

8. As a result of Fertitta gaining majority control of Landry's though his unlawful open market purchases, on March 11, 2009, Landry's exercised its rights under an exemption to the New York Stock Exchange's rules as a controlled company, to permit Landry's to remove the requirement of maintaining a board comprised of a majority of independent directors. Fertitta immediately took advantage of this exemption by nominating and electing Richard H. Liem, Landry's Executive President and Chief Financial Officer, to the Board to replace Michael Richmond, a purportedly independent director. Indeed, the Landry's Definitive Proxy Statement, filed with the SEC on April 3, 2009, confirms Fertitta's complete dominance and control of Landry's and its Board by stating that "the vote of Mr. Fertitta will be determinative of the outcome of any vote or election."

9. On July 28, 2009, former Vice Chancellor Lamb denied in all respects the defendants' motion to dismiss the Complaint, and discovery thereafter commenced. Plaintiff has received significant document productions, which are ongoing. Defendants declined to produce any witnesses for deposition until mid-November, and depositions are only set to commence next week.

10. The discovery reviewed by Plaintiff to this point has not been disclosed to the Landry's current or former shareholders, who comprise the proposed Class. Without

characterizing the substance of that discovery, Plaintiff believes it paints a clear picture of a self-interested fiduciary with no regard for the rights of his shareholders, an opportunistic investment bank that knew, facilitated and profited by Fertitta's breaches of duty, and a board of directors that recognized virtually every key detail of Fertitta's scheme yet chose not to protect their shareholders from huge foreseeable losses resulting from that scheme.

11. Both Fertitta and the Board face a high likelihood of personal liability. Both Class members and the Company should be compensated for their respective harm suffered, based on the application of rescissory damages and equitable principles to the unique facts of this Action.

12. This Supplement is being filed because, on November 4, 2009, Landry's filed with the SEC a Form 8-K describing a transaction in which Fertitta (through an entity he wholly owns and controls) would acquire the approximately 45% of the Landry's outstanding common stock he does not already own for $14.75 per share in cash (the "Proposed Transaction"). The parties to the Proposed Transaction (as set forth in the Agreement and Plan of Merger attached to Landry's Form 8-K) are Fertitta Group, Inc., Fertitta Merger Co., Tilman Fertitta and Landry's.

13. The Proposed Transaction is the result of a flawed process that resulted in an unfair price and unfair structural terms. As set forth below, Fertitta and the Board have approved the Proposed Transaction for self-interested purposes. Moreover, the Proposed Transaction gives Fertitta a coercive option on acquiring Landry's: there are virtually no restrictions on Fertitta's ability to abandon the deal opportunistically (as he

has done in the past) and shareholders are incented to support this deal irrespective of the fairness of the price because the failure of yet another deal could well drive the stock price back down to the single-digits at which it traded after Fertitta sabotaged the previous agreement.

14. The Proposed Transaction will not have any effect on the class action claims presented in this Action against Fertitta and the Board because those claims are direct assets of Class members and, by definition, will survive any takeover. Indeed, if the Proposed Transaction were to close, Fertitta's payment of $14.75 per share would lock-in the amount of damages suffered by Class members who continue to hold until the closing, namely the difference between the $21 per share that Fertitta agreed to pay for the shares before his grossly disloyal conduct (plus interest) minus the $14.75 that shareholders would receive pursuant to the new deal.[1] Class members who sold their shares before any closing of the Proposed Transaction would still seek a judgment awarding them the full difference between the $21 per share (plus interest) they should have received absent Fertitta's disloyalty and their actual sale price.

15. However, the Board nevertheless had a strong motive to approve the Proposed Transaction for self-interested purposes: they want to avoid their personal liability by giving Fertitta a cheap and easy option on Landry's notwithstanding his history of abusing his fiduciary powers. The same Board members who previously

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[1] Plaintiff recognizes that some of the $14.75 amount per share that Fertitta has the option to pay may theoretically reflect an effort to partially compensate shareholders for his prior breaches of duty. Putting aside that any such payment is itself inadequate, Plaintiff will seek appropriate discovery to understand how the litigation affected the supposed negotiation process.

allowed Fertitta's wrongful conduct hope the Proposed Transaction will help them escape personal liability, both by potentially undermining the standing of the Class to pursue valuable derivative claims and because Fertitta has agreed to provide the Board with unusually broad indemnification that, under the circumstances, constitutes an impermissible payoff to the Board for their support of the Proposed Transaction.

16. In sum, the Proposed Transaction cannot conceivably satisfy the required standard of entire fairness.

## II. <u>THE PROPOSED TRANSACTION IS UNFAIR</u>

### A. Fertitta's September 2009 Offer

17. On September 9, 2009, the Company announced that on September 4, Fertitta had made yet another offer to acquire Landry's. The Company also disclosed for the first time on September 9 that on August 14, 2009, the Board had reconvened the special committee[2] for the purpose of reviewing strategic alternatives, including a possible sale of Landry's. The Company did not explain why it bothered to reconstitute the special committee even though it patently could not effectuate any sale or strategy without the assent and cooperation of the Company's controlling shareholder, Fertitta.

18. In his September 4, 2009 offer letter, Fertitta proposed a going private transaction and a related tax-free spin-off of Landry's wholly-owned subsidiary, Saltgrass, Inc. ("Saltgrass"), in which Fertitta would acquire all of the shares of Landry's

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[2] Although Landry's has yet to disclose the identities of the special committee, presumably, Joe Max Taylor replaced Michael Richmond, who left the Board in May 2009, as a special committee member, while Kenneth Brimmer and Michael Chadwick continued their roles as special committee members.

common stock that he did not already own and Landry's stockholders, including Fertitta, would receive shares of Saltgrass in exchange for their shares of common stock (the "Initial Restructuring Offer"). In other words, Fertitta proposed paying the public shareholders for their shares with assets they already owned.

19. Because all of the members of the special committee have been Landry's directors since inception of the Action, the members of the special committee each faced (and continue to face) a very real prospect of personal liability following this Court's July 28, 2009 opinion. Even independent of the pending Action, no special committee of Landry's could conceivably act in a truly functional and independent manner. Fertitta was not only the holder of a majority of Landry's shares – albeit he acquired control because of the Board's breaches of duty – he also completely dominates Landry's business and no director can show (much less has shown) any independence of Fertitta.

20. Not surprisingly, the Special Committee rejected the Initial Restructuring Offer as inadequate. It made no sense to allow Fertitta to use Landry's assets as consideration for buying Landry's public shareholders out of their investments. And that was exactly the point of the exercise. Fertitta made an offer he knew must fail just to start the process of papering a transaction that, even after supposed negotiation, would provide Fertitta improper benefits at the expense of Landry's stockholders while buying the Board's approval of the unfair deal by reducing their liability exposure in the pending Action. No surprise, Fertitta got what he wanted.

### B. Unfair Terms of the Proposed Transaction

21. The Proposed Transaction is unfair for numerous reasons, both in terms of price and process. A general summary of the flaws in the deal follows.

22. First, the price does not reflect Landry's true worth, as measured by comparing Landry's current publicly reported financial results against the financial condition of Landry's in June 2008, which Landry's and Fertitta agreed justified the $21 original deal price.

23. Second, the out of pocket cost to Fertitta of closing this transaction is actually cheaper than the cost of closing even the modified $13.50 per share price Fertitta had agreed to pay after his September 2008 breaches of fiduciary duty. According to Fertitta's recently filed equity commitment letter, he is only contributing $40 million in cash equity in the new deal. In the previous deal, he committed $60 million of his own capital – $90 million of cash equity (in addition to the stock he owned), less what he spent on open market purchases, which was just under $30 million.

24. Had the Proposed Transaction simply required Fertitta to make the same equity commitment as he had made in the prior deal to purchase the shares that he does not already own, Landry's shareholders would receive about another $2.75 per share, for a total of $17.50 per share. Moreover, the Landry's Board saved Fertitta at least $15 million and as much as $24 million by wrongfully terminating the prior deals. It was a breach of fiduciary duty for the Board to let Fertitta keep the fruits of his wrongs in the first place and it is a new breach of duty for them to now let him keep those funds while also paying a depressed price in the Proposed Transaction.

25. Third, the Proposed Transaction is basically an option for Fertitta to acquire the Company, and provides no assurance to shareholders that he will actually perform. As noted, Fertitta once before used a frivolous argument about the meaning of the MAE clause in order to wiggle out of his contractual obligations. This time, effectively conceding that Fertitta's prior conduct did not comply with the contract, the special committee has made clear that ***any*** "Force Majeur," including, for example, a hurricane or economic downturn, would let Fertitta abandon the deal. Specifically, Section 9.03(c) of the merger agreement provides as follows:

> . . .If (x) the [financing] condition in Section 8.01(d) is not satisfied as the result of the lenders providing the Debt Financing not being able to make the Debt Financing available on terms that are substantially similar to those specified in Section 7.08 of the Company Disclosure Letter, by reason of the occurrence of (i) an act of God, . . . (iv) an adverse and material change in financial or securities markets or commercial banking conditions in the United States and (y) this Agreement is terminated by the Company pursuant to Section 9.01(e), then no Parent Termination Fee shall be payable to the Company and none of Parent, Merger Sub or any of their respective Affiliates, stockholders, directors, officers, employees, agents or Representatives shall have any Liability or obligation relating to or arising out of this Agreement or the Transactions . . ..

26. Fourth, Fertitta is using the prospect of broad indemnification of the Board to bribe them to sell out the current Landry's shareholders by approving an unfair price. Pursuant to the merger agreement, the surviving company (wholly owned by Fertitta) has agreed to indemnify current and former officers and directors against:

> any and all costs, expenses, including reasonable attorneys' fees, judgments, fines, losses, claims, damages, Liabilities and amounts paid in settlement in connection with any Action or investigation arising out of, pertaining to or in connection with any act or omission or matters existing or occurring or alleged to have occurred at or prior to the Effective Time, including the Transactions and any acts or omissions in connection with such Persons serving as an officer, director or other fiduciary in any

entity if such service was at the request or for the benefit of the Company.

27. The indemnification in the current agreement is much broader than the indemnification provided in the prior merger agreements. Specifically, Fertitta is now indemnifying the Board for any claim that they did not act in good faith. This is a tremendous transfer of value to the Board considering the terms of, and circumstances surrounding, this transaction.

28. Fifth, in the past, the special committee allowed Fertita to abandon the deal even though he represented that he had committed debt financing. This time around, the special committee did not even insist that Fertitta represent he had committed financing in place. Rather, the special committee was satisfied to give Fertitta an option on the Company based simply on a weak "highly confident" letter from the same financing source that once before conspired with Fertitta to improperly pressure the special committee to undermine the prior agreement. Indeed, under the circumstances, the special committee's willingness to accept non-binding assurances from Jefferies, coupled with their willingness to sign a deal with Fertitta that did not even require him to obtain committed financing, reflects their decision to flout their fiduciary duties to shareholders yet again in return for reducing their personal liability for prior breaches of fiduciary duty.

29. Sixth, the agreement has a "go-shop" provision copied from each of the two prior merger agreements. Neither "go-shop" period succeeded, no doubt because no bidder would bother trying to buy the company over Fertitta's objection. This was true when Fertitta was merely a dominant minority shareholder at the time of the previous

agreements. Because the Board breached its duties, Fertitta is today a majority stockholder. Yet the special committee did not require Fertitta to agree to sell his shares in case of an offer at a price above the $14.75 he is offering. This failure renders any reiteration of the go-shop in the merger agreement illusory and of no value to shareholders.

30. Seventh, the special committee agreed for Landry's to bear the costs of debt refinancing connected to the Proposed Transaction. At a minimum, the special committee should have required Fertitta to bear the expense and risk of financing his coercive buyout of the remaining public shareholders.

31. Finally, Landry's public shareholders have been denied critical information relating to the Proposed Transaction which they need to make an informed decision about the disposition of their investment. Defendants have failed to make material disclosures about the process and valuations surrounding the Proposed Transaction. Moreover, even though no proxy statement has been filed yet, to the extent such statement fails to provide all material facts about Fertitta's failed 2008 going private transaction – many of which were never disclosed except to Plaintiff pursuant to a confidentiality stipulation – Plaintiff will seek expedition and injunctive relief to obtain disclosure of all material facts.

## III. CLASS ACTION ALLEGATIONS

32. The Complaint includes allegations pertaining to the propriety and definition of the Class, pursuant to Court of Chancery Rule 23. To avoid confusion, Plaintiff restates and modifies the Class Action allegations in this Supplement.

33. Plaintiff brings this action pursuant to Rule 23 of the Rules of the Court of Chancery, individually and on behalf of all holders of Landry's common stock (except Defendants herein and any persons, firm, trust, corporation or other entity related to or affiliated with them and their successors in interest) during the period from on or about September 17, 2008 through and including the closing of the Proposed Transaction, who have been damaged by Defendants' wrongful actions, as more fully described herein (the "Class").

34. This action is properly maintainable as a class action for the following reasons:

a. The Class is so numerous that joinder of all members is impractical. As of June 30, 2009, and at all relevant times herein, Landry's had outstanding over 16 million shares of its common stock, of which nearly 50% was held by individuals and entities too numerous to bring separate actions. It is reasonable to assume that holders of the Landry's common stock are geographically dispersed throughout the United States.

b. There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual class member. The common questions include, inter alia,

- whether Fertitta breached his fiduciary duties to the Company and its shareholders through his conduct described above and in the Complaint;

- whether the Landry's Board breached their fiduciary duties and other common law duties by failing to preserve and enforce the terms of the original merger agreement;

- whether the Landry's Directors breached their fiduciary duties by failing to protect Landry's public shareholders from the known, obvious and substantial threat to shareholder value posed by Fertitta's purchases of Landry's stock up to and beyond the point of acquiring control of the Company without paying any control premium and without paying fair value;

- whether the Landry's Directors breached their fiduciary duties by terminating the Amended Agreement rather than requiring Fertitta to pay the termination fee that would be owed if he was the terminating party;

- whether the Proposed Transaction comports with the entire fairness standard against which it must be tested; and

- whether the disclosures made to shareholders in connection with the Proposed Transaction comport with the Board's duties of disclosure.

35. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff is a member of the Class, and Plaintiff's claims are typical of the claims of the other members of the Class. Accordingly, Plaintiff is an adequate representative and will adequately protect the interests of the Class.

36. Plaintiff anticipates that there will be no difficulty in the management of this litigation as a class action.

37. The Landry's Directors have acted on grounds generally applicable to the Class with respect to the matters complained of herein, thereby making appropriate the relief sought herein with respect to the Class as a whole.

38. Plaintiff has suffered damages and will continue to suffer additional damages as a result of the acts and conduct of Fertitta and the Landry's Directors alleged herein, including the massive decline in Landry's stock price to well below the $21 per share price of the original Buyout as a result of the Defendants' conduct.

39. The prosecution of separate actions would create the risk of:

- inconsistent or varying adjudications which would establish incompatible standards of conduct for the Defendants, and/or
- adjudications which would as a practical matter be dispositive of the interests of other members of the Class.

**COUNT V**

**(Against Fertitta For Breaches of Fiduciary Duty In Connection with the Proposed Transaction)**

40. Plaintiff repeats and realleges the foregoing paragraphs, and those set forth in the Complaint, as if fully set forth herein.

41. As Landry's CEO, Chairman and controlling shareholder, Fertitta owes the Class the utmost fiduciary duties of due care, good faith, and loyalty. Fertitta also owes the Class the duty to disclose all facts material to Landry's shareholders.

42. As the prospective sole owner of Landry's, Fertitta's financial interests are adverse to the financial interests of Landry's public shareholders in connection with the Proposed Transaction. Fertitta wants to pay the lowest possible price to Landry's public shareholders in the Proposed Transaction, while the Class of Landry's public

shareholders wants to obtain maximum value in connection with the Proposed Transaction.

43. Fertitta must, but has not, acted in accordance with Delaware's stringent "entire fairness" standard in connection with the Proposed Transaction. Under this standard, Fertitta must (but cannot) establish that the Proposed Transaction is the result of a fair process that returns a fair price for all Landry's shareholders. Fertitta's proposed merger consideration is inadequate, and unfair, and Fertitta has dominated and controlled the Board's process, thus breaching his fiduciary duties.

44. Fertitta has failed to fulfill his fiduciary duties in the Proposed Transaction.

45. Plaintiff and the Class have been harmed by these breaches of fiduciary duty because they have not received a fair price in the Proposed Transaction nor was the Merger Agreement the product of fair dealing.

46. Plaintiff and the Class have no adequate remedy at law.

## COUNT VI

### (Against the Landry's Board For Breaches of Fiduciary Duty In Connection with the Proposed Transaction)

47. Plaintiff repeats and realleges the foregoing paragraphs, and those set forth in the Complaint, as if fully set forth herein.

48. The Landry's Board owes the Class the utmost fiduciary duties of due care, good faith, and loyalty.

49. The Landry's Board has breached those fiduciary duties by entering into an improper Merger Agreement whereby the Landry's Board has ceded control over any merger process to Fertitta.

50. The Landry's Board is obligated by its fiduciary duties and the entire fairness standard to ensure that any merger transaction is accomplished by fair dealing and in a fair process that returns a fair price. The Landry's Board has breached these duties.

51. Plaintiff and the Class have no adequate remedy at law.

## RELIEF REQUESTED

**WHEREFORE,** Plaintiff demands judgment and preliminary and permanent relief, including injunctive relief, in its favor and in favor of the Class and against Defendants as follows:

(a) Declaring that this action is properly maintainable as a class action;

(b) Declaring that the Individual Defendants have breached their fiduciary duties to the Class;

(c) Enjoining consummation of the Proposed Transaction;

(d) Awarding the Class compensatory damages, together with pre- and post-judgment interest;

(e) Awarding Plaintiff the costs and disbursements of this action, including attorneys', accountants', and experts' fees; and

(f) Awarding such other and further relief as is just and equitable.

Dated: November 10, 2009

Of Counsel

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*Counsel for Plaintiff*

## CERTIFICATE OF SERVICE

I, John C. Kairis, certify that on November 13, 2009, I caused the foregoing Supplement To The Verified Class Action Complaint upon the following counsel via LexisNexis File & Serve:

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IN THE COURT OF THE CHANCERY OF THE STATE OF DELAWARE

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|---|---|---|
| LOUISIANA MUNICIPAL POLICE EMPLOYEES' RETIREMENT SYSTEM, on behalf of itself and all other similarly situated shareholders of Landry's Restaurants, Inc., and derivatively on behalf of nominal defendant Landry's Restaurants, Inc., | ) | |
| Plaintiff, | ) | C.A. No. 4339-VCL |
| v. | ) | |
| TILMAN J. FERTITTA, STEVEN L. SCHEINTHAL, KENNETH BRIMMER, MICHAEL S. CHADWICK, MICHAEL RICHMOND, JOE MAX TAYLOR, FERTITTA HOLDINGS, INC., FERTITTA ACQUISITION CO., | ) | |
| Defendants, and | ) | |
| LANDRY'S RESTAURANTS, INC. | ) | |
| Nominal Defendant. | ) | |

**VERIFICATION OF R. RANDALL ROCHE**
**PURSUANT TO CHANCERY COURT RULES 3(a) AND 15(d)**

**STATE OF LOUISIANA** )
): ss.
**PARISH OF BATON ROUGE** )

R. Randall Roche, being duly sworn, deposes and says:

1. I am the General Counsel for the Louisiana Municipal Police Employees' Retirement System (collectively, "LMPERS"). In this action, LMPERS is Plaintiff on behalf of the class, and derivatively on behalf of Landry's Restaurants, Inc. ("Landry's").

I submit this Verification pursuant to Court of Chancery Rule 3(a) in connection with the filing of the Rule 15(d) Supplemental Complaint ("Supplemental Complaint") in the above-captioned action.

2. LMPERS is currently a shareholder of Landry's common stock and has been a shareholder at all times relevant to this action, including at the time of the wrongs alleged in the Supplemental Complaint.

3. I verify that: (a) I have reviewed the Supplemental Complaint and authorize its filing; (b) the allegations as to LMPERS and its own actions are true and correct; and (c) upon information and belief, all other allegations are true and correct.

I make this Verification under penalty of perjury that the foregoing is true and correct.

Executed this 10TH of Nov, 2009.

R. Randall Roche

SWORN TO AND SUBSCRIBED
BEFORE ME this 10TH day of Nov, 2009.

Notary Public Darren D. Ponder
BR 10582