# CONSENT TO ACTION OF THE MEMBERS AND MANAGERS OF LINDERMAN PROPERTIES, LLC

#### **FEBRUARY 21, 2024**

The undersigned, being all of the members and managers of Linderman Properties, LLC, a South Carolina limited liability company (the "Company") hereby recite and record the following action by this formal written consent to action, having the same force and effect as if taken at a duly called and constituted meeting of the members and managers:

#### **BACKGROUND**

- 1. The Company owns certain real property located in Harnett County, North Carolina, together with certain improvements thereon and being more particularly described as <a href="Lot 3 & Area A">Lot 3 & Area A</a> as shown in Map Number 2007, page 302, Harnett County Registry (the "Property"). The Company acquired the Property by that certain deed recorded in Deed Book 4218, page 773, Harnett County Registry.
- 2. The members of the Company are John B. Linderman, Jr. (collectively, the "Members").
- 3. The Company desires to convey the Property to <u>Thomas Earl Roberts II and wife, Brooke Aaron Roberts.</u>
- 4. The purpose of this resolution is to approve the conveyance of the Property to <u>Thomas Earl Roberts II and wife, Brooke Aaron Roberts</u>, and to expressly authorize any manager of the Company to execute any documents necessary to accomplish the foregoing actions and the purpose and intent thereof.

NOW, THEREFORE, IT IS RESOLVED, THAT the Property shall be conveyed to <u>Thomas Earl Roberts II and wife, Brooke Aaron Roberts</u> and it is

FURTHER RESOLVED, that <u>John B. Linderman</u>, <u>Jr.</u> as sole Member/Manager of the Company is authorized and directed to sign the deed of conveyance, or any other documents necessary to approve the conveyance set forth above.

LINDERMAN PROPERTIES, LLC

John B. Linderman, Jr., Manager and Member

# ACKNOWLEDGEMENT AND WAIVER PERMITTING REPRESENTATION

The undersigned hereby acknowledge that John B. Adcock of ADCOCK LAW FIRM, P.A. represents the seller and buyers in a real estate transaction for the following property:

Harnett Co. Tax ID: 050632 0013 03

Brief Legal: Lot 3 and Area "A", Map Number 2007-302, Harnett County

Under the Revised Rules of Professional Responsibility, an attorney can represent all of the parties if they and the firm reasonably believe that (i) this matter can be handled on terms compatible with the parties' best interest, (ii) the parties will be able to make adequately informed decisions, and (iii) there is little risk of prejudice to the parties if the matter is not resolved successfully.

This firm currently believes that acting on behalf of all parties will produce a more efficient and less costly closing. This firm is unaware of any matter, which would adversely affect any party - and it appears that the parties would benefit by the attorney representing the parties in this non-adversarial real estate transaction.

Please be advised, however, that if a dispute between any of the parties arises or if the parties' relationship becomes adversarial or if you have <u>any</u> concern with this firm proceeding jointly for the parties, then John B. Adcock will withdraw as attorney and the undersigned are advised to seek separate legal representation to protect their concerns or respective interests. The closing will be delayed for such purpose.

(SEAL)

CONSENTED TO THIS 21ST DAY OF FEBRUARY, 2024:

**Buyers:** 

Thomas Earl Roberts II

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Brooke Aaron Roberts (SEAL)

Sellers:

John B. Linderman, Jr., Member/Manager

Of Linderman Properties, LLC

#### ADCOCK LAW FIRM, P.A.

#### **PRIVACY NOTICE**

Attorneys and other professionals, who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new federal law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with advice, we receive significant personal financial information from our clients. If you are a client of Adcock Law Firm, P.A., you should know that all information that we receive from you is held in confidence, and is not released to people outside our firm, except as agreed to by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

(SEAL)

Acknowledged this February 21, 2024 by:

Linderman Properties, LLC - Seller

John B. Linderman, Jr., Member/Manager

Thomas Earl Roberts II - Seller

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# AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT REGARDING COMPUTER DATA MIGRATION (VCAP to E-COURTS ODYSSEY PORTAL) "(To be used for Purchase (with or without financing) and Refinance Transactions)"

Land (Property Address):	Lot 3 & Area "A", Map Number 2007 - 302, Harnett County	
Closing Attorney: Adcock	k Law Firm, PA	
Date of Closing (settlemer	ent & disbursement): FEBRUARY 21, 2024	
Seller(s): Linderman Prope	perties, LLC	
Buyer(s) (Proposed Insure	ed Owner): Thomas Earl Roberts II and wife, Brooke Aaron Thomas	
Owner(s):	(in case of refinance only)	
Title Insurance Company (	(the Company): First American Title Insurance	
Issuing Agent: Metro Title	Company	
Title Insurance Commitme	ent Number (the Commitment): MET2024-00267	
Other file number(s) or re	eference: <u>24-0039</u>	
Recordable Documents: D	Deed, Deed of Trust, Assignment of Leases and Rents, UCC Financi	ing Statement,
Subordination, Lease (or m	memorandum thereof), DMV MVR-46G, or other documents to be	recorded as a part of
the real estate transaction		

NOTE: Other defined terms are as defined in the ALTA® Commitment for Title Insurance (08-01-2016), ALTA® Commitment for Title Insurance (Effective 07-01-2021), ALTA® Short Form Commitment (12-01-17 TC 04-02-18), ALTA® Short Form Commitment (Effective 07-01-2021, the ALTA® Loan Policy (06-17-2006), ALTA® Loan Policy (Effective 07-01-2021), ALTA® Owner's Policy (12-02-2013), ALTA® Homeowner's Policy (12-02-2013), ALTA® Homeowner's Policy (12-02-2013), ALTA® Homeowner's Policy (12-03-12), and ALTA® Short Form Residential Loan Policy (12-03-12), and ALTA® Short Form Residential Loan Policy (12-03-12).

The migration of computer data at the Clerk of Court's Office in the County where the Land (or "Property Address") stated above is located has significantly affected the ability of attorneys to search, locate court matters and resolve issues reliably. The migration has limited attorneys' access to public records during the period immediately preceding the Date of Closing, and these limitations will continue through the date of recording the instruments referenced as Recordable Documents above. Filings or submissions of documents to the Clerk of Court's Office by parties and attorneys have continued, but the final approval, acceptance and indexing of such documents may be delayed. In addition, the indexing systems of the prior VCAP system and the new Odyssey Portal are significantly different in substantial ways, causing variations in the search procedures required, results obtained and information available (including payoff calculations). Additionally, other, further issues are continuing to be identified and addressed. (All of these issues are referenced herein as "Migration Issues.")

As a result, the ability to search and review filings in the Clerk of Court's Office either has, or will be, impacted. The Company is willing to continue to insure Title to the Land for the Proposed Insured Owner and Proposed Insured Lender, if any, as identified in the Commitment up to Amount of Coverage stated therein through the ultimate recording date of the Recordable Documents, upon receipt of the acknowledgments and indemnifications herein.

NOW THEREFORE, due to the aforementioned Migration Issues, and as an inducement to the Closing Attorney to conduct settlement (including disbursement) and to the Company and/or Issuing Agent to issue policy or policies of title insurance with regard to the Land, as defined in the Commitment, the undersigned agree as follows:

Seller(s)/Owner(s) certify and affirm:

- (a) There are no pending civil actions, judgments, lis pendens, claims of lien, liens, encumbrances -- whether filed, submitted, imminently pending, or otherwise delivered (or to be delivered) to or as part of a file with the Clerk of Court's Office, and (whether or not indexed) estates, guardianships, or special proceedings affecting the Land, which are not being paid, adjusted or addressed as part of the current transaction in a manner approved by the Company.
- (b) All labor and materials used in construction or improvements, repairs or modifications to the Land have been paid for and there are now no unpaid bills for labor or material against the improvements or Land. The Sellers/Owners have received no notice of any mechanic liens claim. The Company must be provided with affidavits, indemnities, lien waivers and subordinations satisfactory to the Company.
- (c) Sellers/Owners have received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Land by any governmental body. Sellers/Owners have no knowledge or notice that work has been or will be performed by any governmental body including but not limited to the installation of water or sewer lines or other utilities or for improvements such as paving or repaving of street or alleys or the installation of curbs and sidewalks.
- (d) Sellers/Owners agree to neither allow, nor take any action, following settlement that may result in any of the items or actions referred to in paragraph (a) above, or other objectionable matter which may adversely affect the Title to the Land, between the Commitment Date and the last to occur of: the time of closing, updating, date and time of the recording of Recordable Documents and disbursement, unless disclosed to and approved by the Company in writing prior to closing.
- (e) Sellers/Owners agree to immediately discharge, cancel, release or otherwise adequately address the same to the satisfaction of the Company and further agree to hold harmless and indemnify the Closing Attorney, the Issuing Agent and the Company against all claims, losses, liabilities, damages, expenses, costs and attorney's fees which may arise out of Sellers/Owners failure to promptly so remove, release, bond, or otherwise dispose of any such liens, encumbrances or objectionable matters affecting Title to the Land to the satisfaction of the Company.

#### Buyer(s) understand and agree:

- (a) Neither Closing Attorney, Issuing Agent nor the Company can provide an assurance as to the availability and reliability of search results of potential documents in the Clerk of Court's office which documents should constitute part of the Public Records affecting the Land, as defined in the Commitment.
- (b) Among other things, Buyers may not be able to refinance or sell the Land, obtain building permits, or demonstrate recorded ownership of and legal Title to, the Land until the date that the documents in the Clerk of Court's office are available and adequately, reliably searchable and locatable in the Public Records.

#### Seller(s)/Owner(s) and Buyer(s) acknowledge:

- (a) They have been expressly advised that North Carolina law, specifically the Good Funds Settlement Act (North Carolina General Statutes Chapter 45A) if the Land is residential property, requires recordation of the deed, deed of trust, or other title documents prior to disbursement of closing funds, for which they specifically include waiver of claims or penalties thereunder, below.
- (b) They expressly waive any claim, demand, or cause of action arising solely out of disbursement of closing funds by the Closing Attorney in reliance on the parties' joint instruction to disburse herein.
- (c) They expressly release the Closing Attorney, the Company, the Issuing Agent or other persons acting in reliance on such instruction and release from any claim, demand, or cause of action arising out of such disbursement.
- (d) By their joinder herein, they are authorizing and directing the closing of the sale of the Land and/or of its financing or refinancing and disbursement of funds, that they hereby shall be deemed to have irrevocably released the deed, deed of trust and other Recordable Documents which each party has respectively executed to Closing Attorney with the irrevocable authorization and instruction to cause

- the Recordable Documents to be recorded as soon as the Closing Attorney is able to cause such recordation.
- (e) They expressly agree they will not execute or cause to be recorded any other deed, deed of trust, or other document of conveyance, encumbrance, or restriction regarding all or any portion of the Land, until and unless the Recordable Documents are properly recorded and indexed at the office of the register of deeds.
- (f) They expressly waive and renounce any right, claim, or demand to instruct the Closing Attorney to (i) recall or withdraw any Recordable Document, or (ii) otherwise not to record any Recordable Documents, or (iii) to cancel or rescind the closing.
- (g) NOTE: It is advisable to confirm that contractual matters arising out of the definition of "Closing," as it relates to recordation or filings in the Clerk of Court's office, are addressed in the contract between Buyer and Seller, e.g., risk of loss or damage by fire or other casualty.

The undersigned solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this Affidavit are true and that this Affidavit and Indemnity is executed in the order to induce the Closing Attorney to make and complete the settlement on the Land and to induce the Company, through the Issuing Agent, to issue its policy or policies of title insurance, insuring Title to the Land.

NCLTA Copyright and Entire Agreement: This Agreement and any attachments hereto represent the entire agreement between Seller, Buyer and/or Owner and Company and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective. THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company:

CAUTION: NO MODIFICATION of this Agreement and NO WAIVER of any of its terms or conditions shall be effective unless made in writing and approved by the Company. Seller(s) / Owner(s): John B. Linderman, Jr., Member/Manager Signature Print Signature Print knowledged before me this 22ND day of DECEMBER, 202 3 My Commission Expires: 13 AUG 2028 Buyer(s): Thomas Earl Roberts II Print Brooke Aaron Thomas Print wledged before me this 21st day of February My Commission Expires: 13 AUG 2028

#### AFFIDAVIT OF NO LIENS

I/We, the undersigned, being duly sworn, do hereby certify that there are no outstanding Deeds of Trust and/or Mortgages on the property located and being described as:

Harnett Co. Tax ID: 050632 0013 03

Brief Legal: Lot 3 and Area "A", Map Number 2007-302, Harnett County

And that said property is free from any liens, judgments or claims.

Under penalties of perjury, the undersigned declares that the undersigned has examined this certification and to the best of the undersigned's knowledge and belief it is true, correct and complete.

John B. Linderman, Jr., Member/Manager of

Linderman Properties, LLC

STATE OF NORTH CAROLINA COUNTY OF WAKE

I, the undersigned Notary Public, do hereby certify that <u>John B. Linderman Jr.</u> personally, appeared before me this day and acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any). Witness my hand and notarial stamp, this February 21, 2024.

Notary Public

My Commission Expires: 13 AUG 2028

#### AFFIDAVIT/ REGARDING LEASES

#### STATE OF NORTH CAROLINA

#### COUNTY OF HARNETT

Before me personally appeared <u>Linderman Properties</u>, <u>LLC</u>, ("Owner"), to me personally known, who, being duly sworn on their oath, did say as follows:

The Owner swears that there are no parties with rights to the land described below or the attached Exhibit A, pursuant to verbal leases or recorded or unrecorded written leases issued by Owner, and this affidavit is made for the purposes of inducing the Title Company to issue its policy or policies insuring title to said Property without exception as to leases.

The real estate and improvements referred to herein are situated in the County of Harnett, State of North Carolina, and are described as follows:

Lot 3 and Area "A" as shown in Map Number 2007 – 302, Harnett County Registry and having Harnett County Tax ID# 050632 0013 03

Dated: February 21, 2024.

John B. Linderman, Jr., Member/Manager

Subscribed and sworn to before me this February 21, 2024

Paula M. Whitsell, Notary Public

My Commission Expires: 13 AUG 2028

(AFFIX SE.

# OWNER AFFIDAVIT AND INDEMNITY AGREEMENT (NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)

PARTIES: All parties identified in this section must execute this Agreement.

Owner: LINDERMAN PROPERTIES, LLC

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

**<u>DEFINITIONS</u>**: The following capitalized terms as used in this Agreement shall have the following meanings:

- Improvement: All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- <u>Labor, Services or Materials</u>: ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- Contractor: Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- 120-Day Lien Period: The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- Owner: Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For
  the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person
  with rights to purchase the Property under a contract and for whom an improvement is made and who ordered the Improvement to be made; and (iii) the Owner's
  successors in interest and agents of the Owner acting within their authority.
- Company: The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- Property: The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- · All defined terms shall include the singular or plural as required by context.

**AGREEMENT:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

- 1. Certifications: Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.
- 2. Reliance and Indemnification: This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. NCLTA Copyright and Entire Agreement: This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective.

THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company

PROVIDING A	FALSE AFFIDAVIT IS A CRIMINAL OFFENSE	
	EXECUTION BY OWNER	
JOHN B. LINDERMAN, JR., MEMBER/MANAGER	State of NC County of WAKE Signed and sworn to (or affirmed) before me this day by  JOHN B. LINDERMAN, JR.  Date: 02/21-2024  My Commission Expires: 13 AUG 2028	OTAP,

#### **EXHIBIT A**

BEING all of Area A containing 0.011 acre, more or less and all of Lot 3 containing 6.740 acres, more or less, as shown on that plat entitled "Minor Subdivision and Recombination Survey for and Owned by: Wanda Weathers Stevens and Terri Weathers Perkins" and recorded in Map Number 2007 – 302, Harnett County Registry, reference to which is hereby made for greater certainty of description.

SUBJECT to the NEW 50' Ingress and Egress easement as shown on said map.

### TOGETHER WITH THE FOLLOWING PERPETUAL EASEMENT FOR INGRESS AND EGRESS TO THE POND:

BEING 30 feet on both sides of the following centerline: Beginning at an iron stake set in the common boundary line of Tract 3 and property owned by N/F Joseph M. Smith and wife, Annie Lee W. Smith (DB 2113, page 34, Map Number 98-116, Harnett County Registry) and running thence North 34° 41′ 27″ West 76.31 feet to an iron stake set; thence North 18° 16′ 02″ West 80.69 feet to the Pond Easement as shown on Map Number 2007, page 302, Harnett County Registry.

TOGETHER WITH THE FOLLOWING PEPETUAL EASEMENT FOR USE, REPAIR AND MAINTENANCE OF THE POND: Being the 0.621 acres Pond Easement as shown on the map recorded in Harnett County Registry at Map Number 2007, page 302.

Property Address: 0 Christian Light Rd., Fuquay-Varina, NC 27526

County Tax ID#: 050632 0013 03

## NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$340.00
Parcel ID:	050632 0013 03
Mail/Box to:	GRANTEE
Prepared by:	Adcock Law Firm, PA, 202 E. Academy St., Fuquay Varina, NC 27526
Brief	
description	Lot 3 & Area "A"
for the Index:	

## THIS GENERAL WARRANTY DEED ("Deed") is made on the $21^{\mathrm{ST}}$ day of FEBRUARY, 2024, by and between:

GRANTOR	GRANTEE
LINDERMAN PROPERTIES, LLC A South Carolina limited liability company	THOMAS EARL ROBERTS II and wife, BROOKE AARON ROBERTS
219 Queensferry Road Cary, NC 27511	765 Rollins Mill Road Holly Springs, NC 27540

FOR VALUABLE CONSIDERATION paid by Gran	ntee, the receipt and legal sufficiency of which is acknowledged,
Grantor by this Deed does hereby grant, bargain, sell and con	envey to Grantee, in fee simple, all that certain lot, parcel of land or
condominium unit in the City of,	HECTORS CREEK Township, HARNETT County, North Carolina
and more particularly described as follows (the "Property"):	•

## SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

All or a portion of the Property was acquired by Grantor by instrument recorded in Book 4218 page 776.
All or a portion of the Property $\square$ includes or $\boxtimes$ does not include the primary residence of a Grantor.
A map showing the Property is recorded in Plat Book 2007 page 302.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

- 1. All easements, covenants, restrictions and right of ways of record;
- 2. 2024 ad valorem taxes;
- 3. All matters as shown in Map Number 2007, page 302, Harnett County Registry;
- 4. Right of way of Christian Light Road.

IN WITNESS WHEREOF, Grantor has duly executed this North Carolina General Warranty Deed, if an entity by its duly authorized representative.

LINDERMAN PROPERTIES, LLC

JOHN B. LINDERMAN, JR MEMBERMANAGER

#### STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, <u>PAULA M. WHITSELL</u>, the undersigned Notary Public, do hereby certify that the following person(s) personally appeared before me on the 21<sup>ST</sup> day of FEBRUARY, 20<u>24</u> each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): <u>JOHN B. LINDERMAN, JR., MEMBER/MANAGER</u> OF LINDERMAN PROPERTIES, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY.

Affix Notary Seal/Stamp

TAN COLOR

Notary Public (Official Signature)

My commission expires: 13 AUG 2028

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County Tax ID#: 050632 0013 03