

WOODLAND HOMES OF HUNTSVILLE, INC.
TRADE CONTRACTOR TERMS AND CONDITIONS

1. **WORK.** Trade Contractor will perform various services and/or provide materials (collectively referred to as the "Work") as requested by Woodland from time to time in a good, safe, professional and workmanlike manner according to the terms of this Agreement, the Purchase Order (as hereinafter defined) and to any specifications provided by Woodland from time to time. Workmanlike quality is defined as workmanship which meets or better those criteria indicated in the building codes, using materials and installation methods identified in the construction plans. The Woodland's Scope of Work is defined by industry standards for each trade. The Residential Construction Performance Guidelines are a point of reference for work performed. Trade Contractor shall provide all necessary labor and materials necessary to complete each job described in the specifications, details and drawings set forth in a work order between the parties (the "Purchase Order"). In the event a Trade Contractor is required by applicable law or regulations to pull its own permit, then obtaining a permit shall be part of the definition of Work listed above. A Purchase Order shall be issued between the parties for each new job entered into between the parties; provided if a Purchase Order is not issued, it shall not nullify the agreement between the parties and terms shall be governed by the terms of this Agreement.

2. **INDEPENDENT CONTRACTOR.** Woodland and Trade Contractor agree that Trade Contractor is an independent contractor and that neither Trade Contractor nor any of Trade Contractor's employees shall be deemed employees of Woodland under any circumstances. Trade Contractor, at its sole cost and expense, shall provide all tools, scaffolds, equipment and supplies and shall carry workers compensation insurance and public liability insurance with limits and coverage requirements as specified herein, in connection with performance of the Work. Trade Contractor will also procure, pay for and deliver to Woodland all necessary licenses, permits and certificates normally provided by Trade Contractor needed in connection with the Work and shall arrange for all tests, inspections and approvals as may be necessary or required. Trade Contractor shall pay all unemployment, social security and payroll taxes, sales and/or use taxes and federal codes, ordinances, statutes, rules and regulations applying to the construction of improvements. Trade Contractor acknowledges and agrees that it has sole responsibility for compliance with all requirements of the Occupational Safety and Health Act of 1970, as amended, and all rules and regulations thereunder, including but not limited to any state laws, rules and regulations promulgated thereunder (the "Act") with respect to all Work performed by Trade Contractor (including its employees, agents, and Trade Contractors) under this Agreement, and agrees to indemnify and hold harmless the Woodland from and against any and all liability, claims, losses, fines, fees, costs and expenses (including reasonable attorneys' fees) which the Woodland may incur due to the Trade Contractor's failure to comply with the Act. Trade Contractor further acknowledges and agrees that Woodland shall have the right to withhold or deduct from any and all payment(s) due to Trade Contractor under this Agreement or the Purchase Order the amount of any such liability, claim, loss, fine, fee, cost or expense incurred by Woodland as a result of such failure to perform by Trade Contractor. Further it is understood that failure of the Trade Contractor to comply with the Act shall become grounds for Trade Contractor's immediate dismissal and termination of this Agreement.

3. **QUALITY AND SCOPE.** The plans and specifications attached to each Purchase Order generally indicate the scope and quality of the Work, but are not represented as being free from errors or omissions. Trade Contractor agrees that any and all Work required and reasonably implied as necessary to complete the job as described in the plans and specifications shall be furnished and installed by Trade Contractor without any additional cost, assuming no material changes to the original plans and specifications are required to complete the job. Trade Contractor shall promptly notify Woodland's office regarding any inaccurate measurements (shortages and overages) or any other material changes so that a modification to the Purchase Order can be issued.

4. **ADDITIONAL DUTIES; TRADE CONTRACTOR'S COVENANTS.**

(a) All of the Work shall be performed by Trade Contractor in a good, safe, professional and workmanlike manner according to the terms of this Agreement, the Purchase Order, and any work orders and specifications provided by Woodland or its representatives from time to time. All materials shall be furnished and installed so as to comply with the requirements of all governmental or other authorities having jurisdiction thereover.

(b) Trade Contractor shall remove all debris and refuse caused by Trade Contractor (including its employees, agents and Trade Contractors) as frequently as required by Woodland and, in any event, upon completion of the Work, shall

immediately remove from the premises all excess materials, tools, scaffolds, supplies, boxes, containers, and packaging and shall leave the premises in a clean condition.

(c) Trade Contractor shall protect its work materials and equipment on the job and Woodland shall not be responsible for loss thereof by fire, theft or other disaster or for damage thereto.

(d) Trade Contractor agrees to be diligent in the proper care of materials supplied by Woodland. All usable materials are to be stored in an orderly way that protects them from wind, moisture, and provides general site safety. All non-usable materials are to be properly disposed of. Woodland may, at its discretion, hold Trade Contractor accountable for the value of materials damaged by Trade Contractor's negligence or improper care. Woodland may back charge the Trade Contractor for the cost of materials, deemed by Woodland to be damaged by Trade Contractor's negligence. Trade Contractor shall notify Woodland of any defects in any material supplied by Woodland.

(e) Trade Contractor shall supervise the job at all times for the purpose of coordinating and directing the Work to be done hereunder and shall consult with Woodland and make decisions with respect to the performance hereunder.

(f) Trade Contractor shall not act in any manner that, in Woodland's reasonable judgment, could harm or tarnish the name, assets, business, or income of Woodland or the good will pertaining thereto.

(g) Woodland is a drug-free workplace. The use of any controlled substances (drugs) or alcohol on any of Woodland's jobsite(s) is not permitted. Should the Trade Contractor or his or her employees be found to be in possession of either drugs or alcohol on the jobsite(s), the Trade Contractor will be requested to leave the jobsite and will not be allowed to return to work until the problem is corrected.

(h) Trade Contractor, Trade Contractor's employees and agents shall not use or be under the influence of alcoholic beverages or drugs on the job site. Trade Contractor agrees that in the event of any kind of accident on the job site where Trade Contractor or Trade Contractor's employees and/or agents of the Trade Contractor are present, any or all present will submit to drug testing upon request by Woodland.

(i) Trade Contractor agrees not to enter into any side agreements with Woodland's customer while the project contemplated by the Purchase Order is ongoing unless approved by Woodland.

(j) Trade Contractor agrees to comply with all laws whether local, county, state or federal, including rules and regulations promulgated thereunder and any amendments thereto.

(k) The Trade Contractor is responsible for leaving all work areas clean and free of debris. If it is necessary for Woodland to remove debris left by the Trade Contractor, the Trade Contractor will be assessed a clean-up fee of \$500.00 per occurrence. The construction manager or a Woodland representative will designate an area for all building debris and trash to be placed. Such area may be a dumpster or a designated trash pile on the lot. Trash such as lunch or snack trash is not to be thrown on the floor of the house or on the jobsite. All such trash must be placed in the trash basket/can. Port-a-Johns are provided on all job sites. Any person found using sinks, tubs, commodes that are not hooked up, ductwork, closets, etc., as a toilet will be fined \$500.00 and will not be allowed back on any of Woodland's jobsites. It is the responsibility of the Trade Contractor to impress on his or her employees and trade contractors that this offensive habit of using any area as a toilet facility will not be tolerated.

(l) Damage to materials and installed items such as carpet, vinyl, fixtures, etc. caused by negligence on the part of the Trade Contractor, his or her employees and/or trade contractors will result in back charges for the amount necessary to replace or repair the item. Wastefulness of materials by the Trade Contractor will result in the cost of that material being deducted from payment due the Trade Contractor.

5. **TIME.** Trade Contractor shall promptly commence the Work described in the Purchase Order after receiving a notice (verbal or written) to proceed from Woodland and shall complete the Work as rapidly as job conditions permit; provided in any event the job shall be completed by the completion deadline, if any, set forth in the Purchase Order (the "Completion Date"). Trade Contractor shall at all times keep pace in proper order with the progress of the

project and in accordance with the time schedule established by Woodland from time to time for performance of the Work. The parties agree that time shall be of the essence in the performance hereunder.

6. **INSPECTION REPORTS.** The Trade Contractor and Woodland representative shall walk the job together and complete each section of an inspection report provided by Woodland (the "Inspection Report"). The Trade Contractor and Woodland representative must sign-off on all sections of the Inspection Report attesting that the job is correct and complete. The construction manager shall inspect the work of each Trade Contractor and will issue a punch-list of all items requiring correction as soon as the Trade Contractor has completed his or her work. The Trade Contractor is expected to immediately complete their punch-list so that he or she does not slow down overall construction of the home and/or the scheduling of the next trade contractor. Should the Trade Contractor not return to complete his or her punch-list within a reasonable time then the site superintendent may hire someone to complete the punch-list and the Trade Contractor will be back charged for this work. They will not be considered to be complete and no payment shall be made until all punch-list items are completed and approved by the construction manager.

7. **PAYMENT.** All work is quoted and priced per model. Trade Contractor shall be paid the consideration established by the Purchase Order for completion of Work performed in a manner consistent with this Agreement, to be determined in Woodland's sole and absolute discretion. No payment will be made by Woodland for any work performed by Trade Contractor that has not been approved in writing by Woodland or its representatives as evidenced by a Purchase Order. The Payment for the Work includes all obligations of Trade Contractor for freight, delivery charges, labor and all forms of taxes, levies of charges for permits, where applicable (other than building permits, which are to be obtained by Woodland), or otherwise to any governmental authority. Payments due to Trade Contractor shall be made once the following conditions have been satisfied: (i) Trade Contractor shall have completed an Inspection Report reflecting the job as 100% complete (including all punchlist items); (ii) a Woodland representative shall have approved the Work; and (iii) Woodland has received any requested lien releases from Trade Contractor.

All Work approved and Purchase Order submitted for payment by the 10th of each month will be paid on the 15th. All Work approved and Purchase Order submitted for payment by the 25th of each month will be paid on the 1st. All payments are paid by check and will be mailed on the dates established in this paragraph for Work performed.

8. **CHANGE ORDERS/PURCHASE ORDER.** Trade Contractors may be ordered in writing by Woodland to make changes in the work within the general scope of this Agreement consisting of additions, deletions or other revisions, including those made subsequent to the execution of this Agreement, the consideration and the time for completion being adjusted accordingly. In such event, a new Purchase Order will be entered into between the parties to memorialize the changes in terms of the Purchase Order and pricing. Trade Contractor shall have no claim for extra work unless the parties have entered into a separate Purchase Order reflecting same.

9. **WARRANTY.**

(a) Trade Contractor acknowledges that Woodland provides a warranty to its customers with respect to work performed and materials provided to the customer and warrants to Woodland that: (i) materials and equipment furnished hereunder will be of good quality and new unless expressly required or permitted by the Purchase Order; and (ii) all Work (services and materials) performed hereunder will be free from defects (including workmanship or defects in material) and will conform with the requirements of this Agreement and any Purchase Order.

(b) For a period of one (1) year after the initial sale of any property by Woodland (the "Warranty Period"), Trade Contractor agrees that any Work not conforming to the requirements of this Agreement, including substitutions not properly authorized, may be deemed defective by Woodland. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or the Purchase Order.

(c) During the Warranty Period, upon notice from Woodland, Trade Contractor will promptly remove, replace and correct any Work that fails to conform to the requirements of this Agreement or industry standards, whichever is greater, and shall remedy all defects due to faulty or improper materials or workmanship. Should Trade Contractor, after receiving written notice from Woodland, refuse or neglect, within (3) days after the date of such notice, to correct any such defect together with all damage to other work caused thereby, then Woodland shall have the right (but not the

obligation) to correct such defect and hold Trade Contractor liable for the entire cost of such work, including without limitation materials and labor for the removal, replacement, and/or repair of the defective work.

(d) The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. **HOMEOWNER'S PRE-SETTLEMENT INSPECTION LIST.** Any items found on the homeowner's Pre-Settlement Inspection that require correction must be completed within two days upon notification by the corporate office and or quality assurance coordinator. Time is of the essence for completing corrections on homeowner's Pre-Settlement Inspection. If any Trade Contractor does not return to correct his or her items listed on the Pre-Settlement Inspection a back charge of \$250.00 for each item you failed to complete within that two day period.

11. **TERM: TERMINATION.** This Agreement will commence effective as of the Effective Date and, unless earlier terminated as provided herein, will continue in full force and effect for a period of twelve (12) months thereafter. Upon the expiration of this Agreement, unless earlier terminated by either party, this Agreement will automatically renew for additional periods of twelve (12) months without further action by either party. Notwithstanding the foregoing, this Agreement may be terminated at any time by either party upon providing the other party with thirty (30) days prior written notice.

12. **DEFAULT; REMEDIES.** If Trade Contractor shall default in the performance of any of his duties or obligations hereunder, and such default shall continue after receipt of verbal or written notice to Trade Contractor from Woodland or its representatives identifying such default, to be determined in Woodland's sole and absolute discretion, then Woodland may immediately (without the requirement for any notice) terminate this Agreement. In the event of such termination, Woodland shall be entitled to exercise all remedies available at law or equity with respect to such default, including without limitation specific performance. In addition, in the event Trade Contractor neglects or fails to carry out Work properly or diligently or fails to perform any provision of this Agreement, Woodland may, without prejudice to any other available remedy: (i) make good on the deficiencies and deduct the cost thereof from any payments then or thereafter due to Trade Contractor; and/ or (ii) terminate this Agreement immediately upon written notification to the Trade Contractor and finish the work by such means and methods as Woodland deems proper and if such completion expense exceeds the unpaid balance, Trade Contractor agrees to pay the difference to Woodland. To the extent Woodland is required to engage an attorney to enforce the terms of this Agreement, Woodland shall be entitled to reasonable attorney fees and costs actually incurred by Woodland to enforce this Agreement.

13. **BINDING ARBITRATION.** By executing this agreement, Trade Contractor agrees that it is bound to participate in any binding arbitration proceeding that Trade Contractor is requested to participate in, as between Woodland and homeowner. This includes Trade Contractor's agreement to so participate as a party to such arbitration if requested, or as a witness. Specifically, this refers to the fact that, as part of the terms of the purchase agreement or construction services agreement between Woodland and its homeowners, Woodland is providing homeowners with a Limited Warranty Agreement.

A critical component of the Limited Warranty Agreement is that all claims, disputes and controversies between homeowner and builder arising from or related to the subject home, identified herein, or to any defect in or to the subject home or the real property on which the subject home is situated, or the sale of the subject home by builder, including but not limited to, any claim for breach of contract, negligent or intentional misrepresentation, shall be submitted to binding arbitration by and pursuant to the arbitration provision contained in the most recent edition of the Limited Warranty Booklet, as of the date of the execution of this Agreement. That Booklet has been made available to Trade Contractor, and is incorporated herein by reference, and made a part of this agreement.

14. **INSURANCE.** Trade Contractor agrees to provide Woodland, at the time of the signing of this Agreement, with a Certificate of Insurance showing the following insurance in effect during the period of the contract and to provide evidence of such insurance when requested. Each certificate shall provide for 10 days advance written notice of cancellation or non-renewal. Woodland shall be named as an additional insured on each policy. Trade Contractor agrees to inform Woodland regarding any changes in coverage, including without limitation, non-renewal or limitations on coverage.

a. Commercial General Liability coverage with an insurance carrier rated A- or better by A.M. Best with limits equal to or exceeding the following: (i) \$500,000 combined single limit each occurrence; (ii) \$1,000,000 general aggregate; and (iii) \$1,000,000 products/completed operations aggregate.

b. Workers Compensation insurance covering all persons performing work at Woodland's job sites, including without limitation any principles or officers of the Trade Contractor, employees of the Trade Contractor and Trade Contractors of the Trade Contractor.

c. Automobile Liability insurance for any and all vehicles used at any job sites or to transport individuals or materials to or from job sites for a minimum coverage amount of \$1,000,000 for each accident.

15. **WAIVER OF SUBROGATION.** Trade Contractor agrees to indemnify, defend and save Contractor and its officers and employees harmless as a result of any claim for bodily injury or death or damage to property or claim of liability, costs or expenses (including a reasonable cost to investigate, repair and attorney's fees) which arise or are in any way connected with work performed, materials furnished or services provided by Trade Contractor, including claims of acts of omission, negligence or willful misconduct of Trade Contractor, its employees or agents. Trade Contractor agrees to waive any and all tort or other subrogation rights for property damage or bodily injury against the contractor arising directly or indirectly out of the performance of work or services of Trade Contractor, its employees or agents.

16. **LIENS.** Trade Contractor shall furnish proof of payment for all materials and labor if requested. Upon execution of this Agreement, and every time Trade Contractor is paid for a project, Trade Contractor agrees to promptly pay its sub-Trade Contractors. Trade Contractor agrees to promptly secure from all sub-Trade Contractors and materialmen and laborers all necessary lien waivers, releases of mechanics liens and other documents required by Woodland if Sub-Trade contractors were approved by Woodland.

17. **NO ASSIGNMENT.** Trade Contractor agrees not to assign or subcontract this Agreement or any of the Work (or other obligations or rights) hereunder without the prior written permission of Woodland.

18. **INDEMNIFICATION.** To the fullest extent permitted by law, Trade Contractor agrees to indemnify and hold harmless Woodland, its members, officers, directors, agents, employees, and other representatives from and against any and all claims, damages, losses, costs, fees, liens, and expenses including, but not limited to, 's fees and related expenses whatsoever arising out of or in connection with the performance of any Work performed by Trade Contractor pursuant to the Agreement or pursuant to work orders issued pursuant to this Agreement, based upon any act or omission, negligent or otherwise of (a) the Trade Contractor, or any agents, employees or servants thereof, (b) any Trade Contractor supplier or material man of the Trade Contractor or any agents, employees or servants thereof, and (c) any other person or persons which the Trade Contractor caused or permitted to have contact or involvement with the Work. The obligations of indemnification contained herein shall exclude only those matters in which the claim arises out of the sole negligence of Woodland or any of its respective agents, servants and employees. The obligations herein shall apply to claims that sound in either tort or contract. This indemnification shall include payment of the cost of enforcement of this indemnification provision including attorney's fees and expenses. In claims against the Woodland by an employee of the Trade Contractor, the Trade Contractor's sub-Trade Contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Section 14 shall not be limited by an limitation on the amount or type of damages, compensation or benefits payable by or for the Trade Contractor or the Trade Contractor's Trade Contractor under workers' compensation acts, disability acts or other employee benefit acts. The provisions of this Section 14 shall survive expiration or termination of this Agreement.

19. **LEAD-BASED PAINT:** Federal law requires all contracting firms that are paid to perform renovations in pre-1978 homes which will disturb six square feet or more of painted surfaces in an interior room, or more than twenty square feet of exterior surfaces, must be certified by the Environmental Protection Agency (EPA) to conduct lead-based paint renovation, repair, and painting activities, and further must conduct these activities in accordance with EPA lead-safe work practices. Trade Contractor hereby certifies that it is an EPA Lead-Safe Certified Firm. Trade Contractor further certifies that it will adhere to all EPA work practice standards for lead renovation activities under the Renovation, Repair, and Painting Rule for pre-1978 built housing. Trade Contractor agrees to indemnify and shall hold the Woodland, and the Woodland's agents and employees, harmless from any and all liability, claims, losses, cost of repairs, cost of

relocation, consequential and punitive damages, fines, penalties, assessments, and all expenses, including court costs, and attorney's fees, that may arise out of the Trade Contractor's, or its agent's, or its employee's, failure to obtain or possess proper EPA Certification, proper training certificates, and/or that may arise out of failure to perform proper lead-safe work practices under this Agreement.

20. **EXCLUSIVITY:** This is not an exclusive Agreement and Woodland may employ other Trade Contractors to perform the same or similar work as described herein.

21. **LIEN RELEASE:** Trade Contractor agrees that the exclusive source of payment for all Work provided to Woodland will be from Woodland and Trade Contractor will execute any requested lien release upon request by Woodland.

22. **CONFIDENTIALITY:** Trade Contractor acknowledges that it may be provided with confidential information regarding the operations and systems employed by Woodland with respect to its business operations. Trade Contractor shall not disclose to third parties any information provided in confidence by Woodland, or use such information other than in connection with the Work provided hereunder. The provisions of this Section 18 shall survive expiration or termination of this Agreement.

23. **RETURN OF PROPERTY:** All documents, pictures, photographs, forms, samples, or other documents or records provided by Woodland to Trade Contractor shall remain the sole property of Woodland and shall be returned to Woodland by Trade Contractor immediately upon the expiration or termination of this Agreement or upon the request of Trade Contractor.

24. **IMMIGRATION COMPLIANCE.** Trade Contractor acknowledges receipt of the Notice of Alabama Immigration Law Compliance Requirements as attached hereto as **Exhibit "A"**. As an express condition to engagement of the Trade Contractor by Woodland under this Agreement, Woodland requires receipt of a signed acknowledgement of the Notice and execution of the Affidavit of Alabama Immigration Compliance By Independent Contractor.

25. **MISCELLANEOUS:** This Agreement constitutes the full, final and entire understanding of the parties unless otherwise agreed upon by the parties in a separate writing executed subsequent to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any other Agreement (except for the Purchase Order), this Agreement shall control unless a different intent is clearly expressed by the parties in the subsequent agreement. This Agreement may only be modified or amended by mutual written agreement of the parties. In the event any or a portion of the provisions of this Agreement shall be held invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect as if the invalid provision were not in existence or, if possible, the Agreement may be reformed by the court to implement the intent of the parties as expressed in this Agreement. In event of any breach or threatened breach by Trade Contractor of this Agreement, if Woodland defends or pursues any investigation, suit, complaint, claim, and/or injunctive relief as a result thereof, Trade Contractor shall be liable to Woodland for all losses, damages and reasonable attorneys' fees, expenses, and costs (including investigation and discovery costs) incurred by Woodland in connection with the same. All such sums shall be paid to Woodland upon written notice to Trade Contractor demanding the same. The foregoing shall not apply if the imposition of such liability or the refunding of such amount would not be legally enforceable under Alabama law. This Agreement shall be governed by the laws of the State of Alabama without regard to its conflict of laws provisions. Trade Contractor consents and submits to the jurisdiction of the federal and/or state courts of Madison County, Alabama, and agrees that any action or suit concerning this Agreement or related matters shall only be brought by Trade Contractor in federal or state court with appropriate subject matter jurisdiction in Madison County, Alabama. Trade Contractor acknowledges and agrees that it will not raise in connection therewith, and hereby waives, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the parties have accepted this as of the date first written above.

WOODLAND:

WOODLAND HOMES OF HUNTSVILLE, INC.
an Alabama corporation

By: _____

Name: _____

Its: _____

Trade Contractor's Company Name: _____

Mailing Address: _____

Work Phone: _____; Cell: _____; E-mail: _____

I _____ the _____ for the above named Trade Contractor, agree that I have read and fully understand the Woodland Trade Contractor Terms and Conditions (the "Agreement"). I understand that I am responsible for any employee or Trade Contractor that I bring onto the jobsite and that they must abide by this Agreement.

Signed for/by Trade Contractor: _____

Date: _____

Witness: _____

STATE OF ALABAMA

COUNTY OF _____

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE
BY INDEPENDENT CONTRACTOR

PERSONALLY APPEARED before me, the undersigned, who, being duly sworn according to law, deposes and says on oath as follows:

1. That deponent is _____, the Owner of _____
("Contractor"); (Owner's Name) (Company Name)

2. That as such _____, the undersigned is duly authorized by the Contractor to provide the information set forth in this Affidavit, and deponent is familiar with the business and employment decisions of Contractor;

3. That Contractor is familiar with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act") and, to the knowledge of deponent, Contractor is currently in compliance with the Act;

4. That Contractor has not knowingly employed, hired for employment, or continued to employ any unauthorized aliens;

5. That Contractor is currently enrolled in the E-Verify program; and

6. That Contractor has provided notice to its sub-contractors regarding their obligations under the Act.

This affidavit is made to induce Woodland Homes of Huntsville, Inc., an Alabama corporation, or its affiliates ("Woodland"), to enter into or continue a contractual business relationship with Contractor. Deponent acknowledges and understands that Woodland will rely on the contents of this affidavit in ensuring its compliance with the Act.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____. I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public