

TRUSTEE CERTIFICATION/AFFIDAVIT FOR LINE OF CREDIT

INSTRUCTIONS FOR COMPLETING THE TRUSTEE CERTIFICATION/AFFIDAVIT FOR A LINE OF CREDIT

FORM COMPLETION REQUIRED:

The Bancorp Bank, N.A. requires any trust that applies for a Line of Credit, or pledges securities as collateral for a Line of Credit, to complete the Trustee Certification/Affidavit ("Trustee Certification of Trust"). This form is required for several reasons, including without limitation:

- *Helps us facilitate your application:* The information we need with respect to the Line of Credit is found throughout the full trust document. Your providing required information from the trust document in one consolidated form saves us time in searching for it in full trust documents.
- *Reliance:* We rely on the Trustee Certification of Trust and the representations and warranties of the Trustee contained therein in order to make the Line of Credit to you, including to confirm borrowing authority of the borrower Trust under the terms of the relevant trust agreement.

LEGAL COUNSEL RECOMMENDED FOR QUESTIONS:

These instructions are designed to help you complete the Trustee Certification of Trust for a Line of Credit. These instructions are not intended to provide legal advice. You should seek the advice of an attorney if you have specific questions with respect to completing the Trustee Certification of Trust.

RESULT OF INCOMPLETE SUBMISSION:

Following the instructions provided in the Trustee Certification of Trust and below will help to ensure the Trustee Certification of Trust is completed and signed in its entirety. If any portion of the document is not completed, the document will be returned to you. You will be asked to complete it and acknowledge any changes or updates required. It must be completed in its entirety before the Line of Credit application will be considered.

INSTRUCTIONS:

- The Trustee Certification of Trust must be notarized for trusts governed by the laws of CA, CO, DE, IA, MN, MS, SD, TN, VT.
- A verbatim reproduction or copy of the powers, including the administrative or managerial powers (or both) of the trustee(s) and any restrictions or limitations on those powers must be provided for trusts governed by the laws of AK, AL, AR, AZ, CO, DC, DE, FL, GA, IL, KS, KY, MA, MD, MI, MO, MS, MT, NC, NH, NJ, NM, OH, OR, PA, SC, TN, TX, UT, VA, VT, WA, WI, WV, WY.
- ALL acting trustees must sign the Trustee Certification of Trust. If the terms of the trust allow one trustee to act, all trustees must confirm this ability by signing the Trustee Certification of Trust. One trustee may then sign the remainder of the documents for the Line of Credit.
- Trust Name: Part 1 and Part 10 must state the full, legal name of the trust, and such name must be the same on the Line of Credit application. Abbreviations should not be used.
- If the trust is revocable and governed by any state listed below, each Grantor must sign page 8. Each signature must be notarized if the trust is governed by a state with notary requirements. See above list of states with notary requirements.

Connecticut, Hawaii, Louisiana, New York, Oklahoma, Rhode Island.

COLLECTION OF TRUST AGREEMENTS:

- A fully executed copy of an irrevocable trust must be provided when governed by the laws of CT, HI, LA, NY, OK and RI.
- Regardless of the governing state, a fully executed copy of an irrevocable trust must be provided when:
 - the Line of Credit requested is \geq \$3,000,000.00; and
 - the irrevocable trust is acting as a third-party pledgor.

Note: The bank may require a revocable or irrevocable trust agreement at any time.

ELIGIBILITY:

The following types of trusts are not eligible for a Line of Credit:

- Special Needs Trust
- Charitable Remainder Trust
- Charitable Lead Trust

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The undersigned make(s) this Trustee Certification/Affidavit ("Trustee Certification") at the request of The Bancorp Bank, N.A. ("Bank"), on behalf of the Trust (as defined below), in connection with a Line of Credit to be made by the other Loan Party (as defined in the "Line of Credit Agreement"), and certifies, represents and warrants to Bank, as follows:

PART 1: Trust Name/Execution

The trust is known as the: _____, (the "Trust") and (please select one):
Trust Name

is a testamentary trust created under the will of the Decedent,

_____, executed on _____
Decedent Date

was created and funded during the grantor's life under an Agreement dated _____ (the "Trust Agreement").
Date

PART 2: Tax Identification Number

Trust Tax Identification Number

Note: For **Oregon** trusts, if the settlor's SSN is the TIN for the trust, please only provide the last four digits of the settlor's SSN. For **Wyoming** trusts, this section is optional.

PART 3: Revocability or Power to Amend

Please check/complete (A) or (B) as applicable.

A: **Irrevocable.** The Trust is in an irrevocable trust. It may not be revoked or amended.

B: **Revocable.** The Trust is a revocable trust. (Please also answer Part 4). The power to revoke and amend the Trust is held by the following person(s) who is(are) living and has(have) the capacity (please select one or both as applicable):

A power to revoke and amend the trust is held by the individual(s) named below in Part 6.

A power to revoke and amend the trust is held by the following individual(s) (please print all names):

Full Name

Full Name

Full Name

Full Name

¹ As used herein, the term "Line of Credit Agreement" means, collectively, the Securities-Backed Line of Credit Agreement and Additional Disclosures or the Insurance Backed Line of Credit Agreement and Additional Disclosures (whichever is applicable) and the Account Control Agreement and any other agreement between the Trust and the Bank in each case as amended, modified, supplemented or amended and restated from time to time.

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PART 4: Amendment(s) for Revocable Trust

If the Trust is revocable and Part 3(B) above was checked, please answer the below. Otherwise if the Trust is irrevocable, please skip Part 4.

The Trust Agreement:

HAS NOT been amended and remains in full force and effect

HAS been amended by amendment(s), dated _____
Date(s)

PART 5: Governing Laws

The Trust is governed by the laws of (state): _____
State

PART 6: Grantor(s)

The name(s) of the settlor(s), grantor(s), trustor(s), testator(s), as the case may be, is/are (please print all names):

Full Name

Full Name

Full Name

Full Name

PART 7: Trustee(s); Signature Authority

Please check/complete (A) or (B) as applicable.

A: Trust has a single Trustee: The undersigned is the current and sole Trustee of the Trust with the power and authority necessary to sign, execute, ratify or authenticate the Line of Credit Agreement and any document or action required in connection therewith on behalf of the Trust, including without limitation, all matters described in Part 17 below entitled "Authority and Power of Trustee(s)."

B: Trust has Multiple Trustees: There are currently the following number of acting Trustees of the Trust (If this section is completed with 2 or more,

one box below must be selected/completed.): _____
Number of Trustees

The Trustees have full power and authority necessary to sign, execute, ratify or authenticate the Line of Credit Agreement and any document or action required in connection therewith on behalf of the Trust, including without limitation, all matters described in Part 17 below entitled "Authority and Power of Trustee(s)," but to exercise such powers, the consent of (one box must be checked/completed if there are multiple Trustees):

ALL of the Trustees of the Trust (i.e., unanimous agreement) is required.

The MAJORITY of the Trustees of the Trust is required.

ANY ONE of the Trustees of the Trust is required

Other: _____
Other

The full name and address of each currently acting Trustee of the Trust is set forth below after each Trustee's respective signature.

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PART 8: California, Iowa, Nebraska and Nevada Trusts Only

Please confirm the statement below by checking the box:

This Trustee Certification is being signed by all of the currently acting Trustees.

PART 9: Minnesota, Vermont and South Dakota Trusts Only

A. Please check the box that applies

The Trust is not supervised by a court

The Trust is supervised by a court (If this choice is selected, one choice below must also be selected.)

All necessary court approval has been obtained for the Trustee(s) to act as described herein and such approvals are attached hereto.

The following restrictions are currently imposed by the court on the Trustee's or Trustees' ability to act:

Restrictions

B. Identity of Original Trustee(s)

The identity of each original trustee of the Trust is:

Full Name

Full Name

Full Name

Full Name

C. Previous name of Trust

Identify any previous name of the Trust, if the name of the Trust was changed (if not applicable, so indicate):

Previous name of Trust

D. For **Vermont** trusts only

i. Please attach as **Exhibit "A"** an abstract of the provisions of the trust instrument authorizing the trustee to act in the manner contemplated by this Trustee Certification/Affidavit.

ii. Please check the box below to confirm the statement:

No provisions of the Trust limit the authority granted to the Trustee(s). The Trust has not been recorded and filed and the undersigned Trustee(s) agree to provide written notice to the Bank prior to any filing or recording of the Trust.

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PART 10: Indiana, Mississippi, Nebraska, Oregon and Tennessee Trusts Only

A. For **Indiana, Mississippi, Nebraska, Oregon** and **Tennessee** trusts

The manner of taking title to Trust property is:

Name of Trust that appears on legal document such as a deed (e.g., Jane Jay, Trustee of the John Jones Trust under agreement dated January 1, 2016).

B. For **Mississippi, Nebraska** and **Tennessee** trusts

i. Provide the method of choosing successor trustees:

Method

ii. The named successor Trustee(s) and address(es) of such Trustees is/are (if none, so state):

Print Name

Address

Print Name

Address

and if successor Trustee(s) are designated, a third-party (including, without limitation, the Bank) may rely on the authority of one or more successors without proof of their succession.

C. For **Nebraska** trusts only

Please provide the name of each beneficiary and the relationship to the grantor, settlor, or testator:

Beneficiary

Relationship to the Grantor

Beneficiary

Relationship to the Grantor

Beneficiary

Relationship to the Grantor

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PART 11: New Mexico Trusts Only

Delegation under the Trust (please select one):

Actions may be delegated by the Trustee(s). If an action is to be undertaken through an agent, delegation of the action to an agent is not prohibited by the Trust.

Actions may not be delegated by the Trustee(s). Delegation of an action to an agent is prohibited by the Trust.

PART 12: Trustee Power Exhibit

A. For Trusts Governed By The Following States

Alaska, Arizona, Arkansas, Colorado, District of Columbia, Delaware, Florida, Illinois, Kansas, Kentucky, Massachusetts, Michigan, Missouri, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, West Virginia, and **Wisconsin**, please attach as Exhibit "A" a verbatim reproduction of the provisions of the trust agreement regarding all of the powers of the Trustee, including the administrative or managerial powers (or both), and any restrictions or limitations on those powers.

B. For Trusts Governed By The Following States

Alabama, Georgia, Maryland, Mississippi, Montana, Utah, Washington, and **Wyoming**, please attach as Exhibit "A" a verbatim reproduction of the provisions of the Trust Agreement regarding the powers, including the administrative or managerial powers (or both), of the Trustee(s) relevant to the Line of Credit Agreement and the transactions contemplated thereby and any restrictions or limitations on those powers.

PART 13: Prohibited Trusts

The undersigned Trustee(s) each represents, warrants and certifies that the Trust is not a Charitable Remainder Trust, Charitable Lead Trust or Special Needs Trust.

PART 14: Representations

The undersigned Trustee(s) each represents, warrants and certifies that the Trust is validly existing and in full force and effect and has not been terminated, revoked, modified or amended in any manner that would cause any of the certifications, representations or warranties contained in this Trustee Certification to be incorrect, incomplete or misleading. In addition, to the undersigned Trustee's or Trustees' knowledge, there are no claims, challenges of any kind, or cause of action alleged that contest or question the validity of the Trust or any Trustee's authority to act for the Trust or the validity or enforceability of the Line of Credit Agreement and no act has occurred which with notice or passage of time would cause the revocation or termination of the Trust. The Line of Credit Agreement and the transactions contemplated thereby are being entered into for a proper trust purpose.

PART 15: No Litigation

There is no pending or threatened litigation involving the Trust or the Trustee(s) that, if adversely determined, would affect the validity or continued existence of the Trust or would impair or affect the value of the Trust assets or the financial condition of the Trust or the enforceability of the Line of Credit Agreement or any document executed in connection therewith.

PART 16: Powers of Attorney

The Trustee(s) is/are authorized to execute powers of attorney and appoint an attorney-in-fact in connection with carrying out the powers set forth in the Trust to the extent set forth in the Line of Credit Agreement..

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PART 17: Authority and Power of Trustee(s)

THE TRUSTEE(S) (OR IF LESS THAN ALL TRUSTEES, THE NUMBER OF TRUSTEES INDICATED IN PART (7) ABOVE HAVE ALL REQUISITE POWER AND AUTHORITY UNDER THE TRUST AGREEMENT AND/OR APPLICABLE LAWS TO DO THE FOLLOWING:

- A. EXECUTE AND DELIVER THE LINE OF CREDIT AGREEMENT AS A BORROWER, PLEDGOR AND/OR GUARANTOR, AS THE CASE MAY BE;
- B. ACT AS A BORROWER, PLEDGOR AND/OR GUARANTOR, AS THE CASE MAY BE, IN ACCORDANCE WITH THE TERMS OF THE LINE OF CREDIT AGREEMENT;
- C. IF A BORROWER, BORROW UNDER THE LINE OF CREDIT AGREEMENT ALL OR ANY PORTION OF SUCH AMOUNT OR AMOUNTS OF MONEY OR TO REQUEST LETTERS OF CREDIT AS MAY BE MADE AVAILABLE TO THE TRUST BY BANK.
- D. IF A PLEDGOR, PLEDGE AS COLLATERAL, IN ACCORDANCE WITH THE LINE OF CREDIT AGREEMENT, ANY OF ITS SECURITIES ACCOUNTS IT HAS OR WILL ESTABLISH AT BANK, ANY AFFILIATE OF BANK, OR ANY ENTITY THAT MAY BE A PARTY TO THE LINE OF CREDIT AGREEMENT AS A 'SECURITIES INTERMEDIARY', OR ANY OTHER COLLATERAL ACCEPTABLE TO THE LENDER TO SECURE A LOAN OR GUARANTEE OR OTHER EXTENSION OF CREDIT MADE BY THE BANK TO (A) THE TRUST, (B) THE TRUSTEE(S) IN HIS/HER/THEIR INDIVIDUAL CAPACITY, (C) TO THE GRANTOR(S) OF THE TRUST, (D) ANY BENEFICIARY OF THE TRUST, OR (E) OR TO ANY THIRD PARTY, AS THE CASE MAY BE, IN CONNECTION WITH THE LINE OF CREDIT AGREEMENT;
- E. IF A GUARANTOR, IRREVOCABLY AND UNCONDITIONALLY GUARANTEE ANY BORROWER'S OBLIGATIONS UNDER AND AS DEFINED IN THE LINE OF CREDIT AGREEMENT, WHETHER SUCH BORROWER IS (A) THE TRUSTEE(S) IN HIS/HER/THEIR INDIVIDUAL CAPACITY, (B) THE GRANTOR(S) OF THE TRUST, (C) ANY BENEFICIARY OF THE TRUST OR (D) OR ANY THIRD PARTY, AS THE CASE MAY BE, IN CONNECTION WITH THE LINE OF CREDIT AGREEMENT;
- F. EXECUTE AND DELIVER, OR AUTHORIZE THE FILING OF, ALL OTHER DOCUMENTS REQUESTED BY BANK IN CONNECTION WITH THE LINE OF CREDIT AGREEMENT, INCLUDING BUT NOT LIMITED TO APPLICATIONS, AMENDMENTS, RIDERS, SUPPLEMENTS, CONTROL AGREEMENTS AND FINANCING STATEMENTS (COLLECTIVELY, ALL SUCH DOCUMENTS RELATING TO THE LINE OF CREDIT AGREEMENT, TOGETHER WITH THE LINE OF CREDIT AGREEMENT ARE THE "LOAN DOCUMENTS") AND
- G. ENTER INTO ALL TRANSACTIONS TO TAKE ALL ACTIONS CONTEMPLATED BY THE LINE OF CREDIT AGREEMENT AND THE LOAN DOCUMENTS.

PART 18: Solvency

As of the date of this Trustee Certification, the fair market value of the Trust's assets exceed the sum of the Trust's liabilities. For purposes of the foregoing, the term "liabilities" include all liabilities of the Trust (contingent and non-continent, on balance sheet and off balance sheet), including without limitation the liability of the Trust to the bank arising in connection with the Bank's loan to the applicable Borrower under the Line of Credit Agreement. If any financial statements have been submitted to the Bank, they fairly represent the Trust's financial condition as of the date hereof and no information has been omitted which would make any financial information misleading or incorrect in any material respect.

PART 19: Reliance; Agreement to Provide Written Notice of Changes to Trust

As of the date of this Trustee Certification, the fair market value of the Trust's assets exceed the sum of the Trust's liabilities. For purposes of the foregoing, the term "liabilities" include all liabilities of the Trust (contingent and non-continent, on balance sheet and off balance sheet), including without limitation the liability of the Trust to the bank arising in connection with the Bank's loan to the applicable Borrower under the Line of Credit Agreement. If any financial statements have been submitted to the Bank, they fairly represent the Trust's financial condition as of the date hereof and no information has been omitted which would make any financial information misleading or incorrect in any material respect.

PART 20: Statements True and Correct; No Limitations

The foregoing statements are true and correct. There are no other provisions of the Trust or amendments thereto that limit the any Trustee's powers. To the extent that there is any additional information regarding the Trust that is necessary to make any information set forth above not misleading or incomplete, such information is set forth on Exhibit "B" hereto.

PART 21: Right to Request Trust

THE UNDERSIGNED ACKNOWLEDGE(S) AND AGREE(S) THAT THE BANK RESERVES, UNLESS PROHIBITED BY APPLICABLE LAW, THE RIGHT TO REQUEST COMPLETE COPY OF THE TRUST AGREEMENT AND/OR PORTIONS THEREOF AT ANY TIME AND/OR TO REQUIRE WRITTEN AUTHORIZATION OF ALL TRUSTEE(S) REGARDLESS OF THE TERMS OF THE TRUST AGREEMENT.

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PART 22: Counterparts

This Trustee Certification may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same instrument.

PART 23: Signatures of Trustees

THIS TRUSTEE CERTIFICATION IS HEREBY SIGNED, DATED AND SWORN TO BY ALL OF THE TRUSTEE(S) OF THE TRUST, AND, IF APPLICABLE, THEIR SIGNATURES ARE SUBSCRIBED UNDER PENALTY OF PERJURY BEFORE A NOTARY PUBLIC. IF ANY UNDERSIGNED TRUSTEE IS ALSO A GRANTOR OF THE TRUST WITH THE CURRENT POWER TO AMEND/REVOKE THE TRUST, SUCH UNDERSIGNED TRUSTEE IS ALSO SIGNING IN HIS/HER CAPACITY AS A GRANTOR AND DOES HEREBY AGREE THAT THE TRUST SHALL BE AMENDED TO THE EXTENT OF ANY INCONSISTENCY OR CONFLICT WITH THE AGREEMENTS AND CERTIFICATIONS STATED ABOVE. FURTHERMORE, THE BANK MAY RELY (WITHOUT ANY DUTY OF INQUIRY) UPON THE CERTIFICATIONS PROVIDED IN THIS TRUSTEE CERTIFICATION UNTIL SUCH TIME AS THE BANK SHALL HAVE RECEIVED AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY AMENDMENT, MODIFICATION OR RESCISSION OF SUCH CERTIFICATION.

ALL OF THE FOREGOING IS AGREED TO AND CERTIFIED TO ON THE DATE STATED BELOW BY ALL THE CURRENT TRUSTEES.

Print Name

Address

Signature of Trustee

Date

Print Name

Address

Signature of Trustee

Date

Print Name

Address

Signature of Trustee

Date

Print Name

Address

Signature of Trustee

Date

*Note: This Trustee Certification/Affidavit form must be sworn to before a notarial officer for trusts governed by the laws of **California, Colorado, Delaware, Iowa, Minnesota, Mississippi, South Dakota, Tennessee and Vermont**. Each Trustee must have his/her signature acknowledged on the appropriate notary page. Note: This is the governing state of the trust, not the state in which the trustee(s) currently reside(s).*

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PART 24: Signatures of Grantors

All of the foregoing is further agreed to and certified to on the date stated below by each Grantor of the Trust with the power to amend or revoke the Trust who has not otherwise signed above. Each such Grantor, if any, does hereby agree that the Trust shall be amended to the extent of any inconsistency or conflict with the agreements and certifications stated above. Furthermore, the Bank may rely (without any duty of inquiry) upon the certifications provided in this trustee certification until such time as the bank shall have received at least thirty (30) days prior written notice of any amendment, modification or rescission of such certification.

(This section must be completed by any Grantor of the Trust who has not signed above as a Trustee if the Trust is revocable and governed by any of the states listed below and may be completed for any Trust that is revocable and governed in any other state.)

Connecticut, Hawaii, Louisiana, New York, Oklahoma and Rhode Island.

Full Name Address

Signature of Grantor Date

Full Name Address

Signature of Grantor Date

Full Name Address

Signature of Grantor Date

Note: This Trustee Certification/Affidavit form must be sworn to before a notarial officer for trusts governed by the laws of **California, Colorado, Delaware, Iowa, Minnesota, Mississippi, South Dakota, Tennessee and Vermont**. Each Grantor must have his/her signature acknowledged on the appropriate notary page. Note: This is the governing state of the trust, not the state in which the grantor(s) currently reside(s).

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Exhibit A

See attached.

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Exhibit B

See attached.

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Notary Page for Trusts governed by CO, DE, IA, MN, MS, SD, TN and VT

This notary page is to be completed for trusts governed by CO, DE, IA, MN, MS, SD, TN and VT. If the trust is governed in CA, please have the notary complete the page that follows. This Trustee Certification does not require a notary acknowledgement for any other state.

PLEASE NOTE THAT ALL FIELDS, INCLUDING THE BOXES BELOW, MUST BE COMPLETED BY THE NOTARY (OR THE DOCUMENT WILL BE REJECTED). THIS ACKNOWLEDGEMENT MAY NOT BE USED BY NOTARIES IN CALIFORNIA. PLEASE REFER TO THE FORM ON THE FOLLOWING PAGE FOR CALIFORNIA.

Notary Acknowledgement and Jurat:

State of _____
State

County of _____
County

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, _____
Day Month Year

by _____,
Notary Name

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/ her authorized capacity, and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

Please check one of the following (required):

Personally Known or,

Produced Identification — Type of Identification Produced _____
Identification Type

WITNESS my hand and official seal:

Seal:

Signature of Notary Public

Print Name of Notary Public

My commission expires: _____
Date

All signatures must be acknowledged by notary. Copy this page as needed.

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Notary Page for Trusts governed by California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,

County of _____
County

On _____, before me _____
Date Name and Title of the Officer

personally appeared _____,
Name of Grantor/Trustee

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/ her authorized capacity, and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Seal:

Signature of Notary Public

Print Name of Notary Public

My commission expires: _____
Date