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TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

East Ridge ^{DS} JS

- 1 PROPERTY ADDRESS 1909 Dabney Dr. CITY Chattanooga
- 2 SELLER'S NAME(S) Thomas C. Shephard & Donna Shephard ^{PS} _{JS} PROPERTY AGE 59 years
- 3 DATE SELLER ACQUIRED THE PROPERTY 1998 DO YOU OCCUPY THE PROPERTY? no
- 4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? 1 year
- 5 (Check the one that applies) The property is a ☒ site-built home ☐ non-site-built home
- 6 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling
7 units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a
8 residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property
9 transfers may be exempt from this requirement (see Tenn. Code Ann. § 66-5-209). The following is a summary of the
10 buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at
11 <http://www.tn.gov/regboards/trec/law.shtml>. (See Tenn. Code Ann. § 66-5-201, et seq.)
- 12 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to
13 the best of the seller's knowledge as of the Disclosure date.
- 14 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 15 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
16 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 17 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain
18 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn.
19 Code Ann. § 66-5-204).
- 20 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 21 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
22 agreed to in the purchase contract.
- 23 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes
24 paid.
- 25 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be
26 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or
27 occurrence which had no effect on the physical structure of the property.
- 28 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form
29 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure
30 form (See Tenn. Code Ann. § 66-5-202).
- 31 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public
32 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not
33 resided on the property at any time within the prior 3 years. See Tenn. Code Ann. § 66-5-209).
- 34 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon,
35 mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind
36 by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 37 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller
38 is not required to repair any such items.
- 39 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
40 disclaimer statement with no representations or warranties (see Tenn. Code Ann. § 66-5-202).

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F16 - Tennessee Residential Property Condition Disclosure, Page 1 of 6

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- 41 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to
42 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such
43 matters.
- 44 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although
45 licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 46 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
47 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
48 disposal system permit.
- 49 17. Sellers must disclose the presence of any known exterior injection well, the results of any known percolation test or soil
50 absorption rate performed on the property that is determined or accepted by the Department of Environment and
51 Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. §
52 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws
53 and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an
54 existing foundation to another foundation.

55 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above
56 acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this
57 information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential
58 Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential
59 Property Condition Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice
60 of an attorney on any legal questions they may have regarding this information or prior to taking any legal actions.

61 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must
62 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The
63 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee
64 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers
65 may wish to obtain.

66 **Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as**
67 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**
68 **below and/or the obligation of the buyer to accept such items "as is."**

69 INSTRUCTIONS TO THE SELLER

70 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly
71 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this
72 statement to any person or entity in connection with any actual or anticipated sale of the subject property.

73 A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

- | | | |
|--|---|--|
| 74 ☒ Range <i>in fridge</i> | ☐ Wall/Window Air Conditioning | ☐ Garage Door Opener(s) (Number of openers ____) |
| 75 ☒ Ice Maker Hookup | ☒ Window Screens | ☐ ____ Garage Door Remote(s) |
| 76 ☒ Oven | ☐ Fireplace(s) (Number) ____ | ☐ Intercom |
| 77 ☒ Microwave | ☐ Gas Starter for Fireplace | ☒ TV Antenna/Satellite Dish (excluding components) <i>DS TS</i> |
| 78 ☐ Garbage Disposal | ☐ Gas Fireplace Logs | ☐ Central Vacuum System and attachments |
| 79 ☐ Trash Compactor | ☒ Smoke Detector/Fire Alarm | ☐ Spa/Whirlpool Tub |
| 80 ☐ Water Softener | ☒ Patio/Decking/Gazebo | ☐ Hot Tub |
| 81 ☒ 220 Volt Wiring | ☐ Installed Outdoor Cooking Grill | ☒ Washer/Dryer Hookups |
| 82 ☐ Sauna | ☐ Irrigation System | ☐ Pool ☐ In-ground ☐ Above-ground |
| 83 ☒ Dishwasher | ☒ A key to all exterior doors | ☒ Access to Public Streets |
| 84 ☐ Sump Pump | ☒ Rain Gutters | ☒ All Landscaping and all outdoor lighting |
| 85 ☒ Burglar Alarm/Security System Components and controls | | |
| 86 ☐ Current Termite contract with _____ | | |

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F16 - Tennessee Residential Property Condition Disclosure, Page 2 of 6

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87 ☒ Heat Pump Unit #1 5yr Age (Approx)

88 ☐ Heat Pump Unit #2 _____ Age (Approx)

89 ☐ Heat Pump Unit #3 _____ Age (Approx)

90 ☒ Central Heating Unit #1 5yr Age ☒ Electric ☐ Gas ☐ Other

91 ☐ Central Heating Unit #2 _____ Age ☐ Electric ☐ Gas ☐ Other

92 ☐ Central Heating Unit #3 _____ Age ☐ Electric ☐ Gas ☐ Other

93 ☐ Central Air Conditioning #1 _____ Age ☐ Electric ☐ Gas ☐ Other

94 ☐ Central Air Conditioning #2 _____ Age ☐ Electric ☐ Gas ☐ Other

95 ☐ Central Air Conditioning #3 _____ Age ☐ Electric ☐ Gas ☐ Other

96 ☒ Water Heater #1 7yr Age ☒ Electric ☐ Gas ☐ Solar ☐ Other _____

97 ☐ Water Heater #2 _____ Age ☐ Electric ☐ Gas ☐ Solar ☐ Other _____

98 ☐ Other _____ ☐ Other _____

99 Garage ☐ Attached ☐ Not Attached ☒ Carport

100 Water Supply ☒ City ☐ Well ☐ Private ☐ Utility ☐ Other _____

101 Gas Supply ☒ Utility ☐ Bottled ☐ Other

102 Waste Disposal ☒ City Sewer ☐ Septic Tank ☐ Other _____

103 Roof(s): Type shingle - asphalt Age (approx): 13 years

104 Other Items:

105

106

107

108 To the best of your knowledge, are any of the above NOT in operating condition? ☐ YES ☒ NO

109 If YES, then describe (attach additional sheets if necessary):

110

111

112

113

114

115

116 **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):

117

118

119

120 If leases are not assumable, it will be Seller's responsibility to pay balance.

121 **B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING?**

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
122 Interior Walls	☐	☒	☐	Roof Components	☐	☒	☐
123 Ceilings	☐	☒	☐	Basement	☐	☐	☐ NA
124 Floors	☐	☒	☐	Foundation	☐	☒	☐
125 Windows	☐	☒	☐	Slab	☐	☒	☐
126 Doors	☐	☒	☐	Driveway	☐	☒	☐
127 Insulation	☐	☒	☐	Sidewalks	☐	☒	☐ TS DS
128 Plumbing System	☐	☒	☐	Central Heating	☐	☒	☐

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	YES	NO	UNKNOWN		YES	NO	UNKNOWN
129		☒	☐	Sewer/Septic	☐	☒	☐
130		☒	☐	Electrical System	☐	☒	☐
131		☒	☐	Exterior Walls	☐	☒	☐
132				Heat Pump	☐	☒	☐
133				Central Air Conditioning	☐	☒	☐
134				Double Paned or Insulated Window and/or Doors	☐	☒	☐

If any of the above is/are marked YES, please explain:

Please describe any repairs made by you or any previous owners of which you are aware (use separate sheet if necessary).

C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:

	YES	NO	UNKNOWN
138 1. Substances, materials or products which may be environmental hazards such as, but not limited to: asbestos, radon gas, lead-based paint, fuel or chemical storage tanks, methamphetamine, contaminated soil or water, and/or known existing or past mold presence on the subject property?	☐	☒	☐
143 2. Features shared in common with adjoining land owners, such as walls, but not limited to, fences, and/or driveways, with joint rights and obligations for use and maintenance?	☐	☒	☐
146 3. Any authorized changes in roads, drainage or utilities affecting the property, or contiguous to the property?	☐	☒	☐
148 4. Any changes since the most recent survey of the property was done?	☐	☒	☐
149 Most recent survey of the property: ☐ (check here if unknown)			
151 5. Any encroachments, easements, or similar items that may affect your ownership interest in the property?	☐	☒	☐
153 6. Room additions, structural modifications or other alterations or repairs made without necessary permits?	☐	☒	☐
155 7. Room additions, structural modifications or other alterations or repairs not in compliance with building codes?	☐	☒	☐
157 8. Landfill (compacted or otherwise) on the property or any portion thereof?	☐	☒	☐
159 9. Any settling from any cause, or slippage, sliding or other soil problems?	☐	☒	☐
160 10. Flooding, drainage or grading problems?	☐	☒	☐
161 11. Any requirement that flood insurance be maintained on the property?	☐	☒	☐
162 12. Is any of the property in a flood plain?	☐	☒	☐
163 13. Any past or present interior water intrusions(s) from outside home, standing water within foundation and/or basement?	☐	☒	☐
164 If yes, please explain. If necessary, please attach an additional sheet and any available documents pertaining to these repairs/corrections.			
167			
168			
169			
170 14. Property or structural damage from fire, earthquake, floods, landslides, tremors, wind, storm or wood destroying organisms?	☐	☒	☐
171 If yes, please explain (use separate sheet if necessary).			
172			
173			
174			
175			
176			

If yes, has said damage been repaired?

☐ ☐ ☐



		YES	NO	UNKNOWN
177	15. Any zoning violations, nonconforming uses and/or violations of	☐	☒	☐
178	"setback" requirements?			
179	16. Neighborhood noise problems or other nuisances?	☐	☒	☐
180	17. Subdivision and/or deed restrictions or obligations?	☐	☒	☐
181	18. A Condominium/Homeowners Association (HOA) which has any authority	☐	☒	☐
182	over the subject property?			
183	Name of HOA: _____			
184	HOA Phone Number: _____			
185	Special Assessments: _____			
186	Management Company: _____			
187	Management Co. Address: _____			
	HOA Address: _____			
	Monthly Dues: _____			
	Transfer Fees: _____			
	Phone: _____			
188	19. Any "common area" (facilities such as, but not limited to, pools, tennis	☐	☒	☐
189	courts, walkways or other areas co-owned in undivided interest with others)?			
190	20. Any notices of abatement or citations against the property?	☐	☒	☐
191	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	☐	☒	☐
192	or will affect the property?			
193	22. Is any system, equipment or part of the property being leased?	☐	☒	☐
194	If yes, please explain, and include a written statement regarding payment			
195	information.			
196				
197				
198	23. Any exterior wall covering of the structure(s) covered with exterior	☐	☒	☐
199	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
200	If yes, has there been a recent inspection to determine whether the structure	☐	☐	☐
201	has excessive moisture accumulation and/or moisture related damage?			
202	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
203	<i>professional inspect the structure in question for the preceding concern and provide a written report of the</i>			
204	<i>professional's finding.)</i>			
205	If yes, please explain. If necessary, please attach an additional sheet.			
206				
207				
208	24. Is heating and air conditioning supplied to all finished rooms?	☒	☐	☐
209	If the same type of system is not used for all finished rooms, please explain.			
210				
211				
212				
213	25. If septic tank or other private disposal system is marked under item (A), does	☐	☐	☐ NA
214	it have adequate capacity and approved design to comply with present state			
215	and local requirements for the actual land area and number of bedrooms and			
216	facilities existing at the residence?			
217	26. Is the property affected by governmental regulations or restrictions requiring	☐	☒	☐
218	approval for changes, use, or alterations to the property?			
219	27. Is this property in a historical district or has it been declared historical by	☐	☒	☐
220	any governmental authority such that permission must be obtained before			
221	certain types of improvements or aesthetic changes to the property are made?			
222	28. Does this property have an exterior injection well located anywhere on it?	☐	☒	☐
223	29. Is seller aware of any percolation tests or soil absorption rates being	☐	☒	☐
224	performed on the property that are determined or accepted by			
225	the Tennessee Department of Environment and Conservation?			
226	If yes, results of test(s) and/or rate(s) are attached.			

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YES NO UNKNOWN

- 227 30. Has any residence on this property ever been moved from its original
228 foundation to another foundation? ☐ ☒ ☐
- 229 31. Is this property in a Planned Unit Development? Planned Unit Development
230 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
231 controlled by one (1) or more landowners, to be developed under unified
232 control or unified plan of development for a number of dwelling units,
233 commercial, educational, recreational or industrial uses, or any combination
234 of the foregoing, the plan for which does not correspond in lot size, bulk or
235 type of use, density, lot coverage, open space, or other restrictions to the
236 existing land use regulations." Unknown is not a permissible answer under
237 the statute. East Ridge TS DS

238 **D. CERTIFICATION.** I/We certify that the information herein, concerning the real property located at
239 1909 Dabney Dr., Chattanooga, TN 37412
240 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
241 conveyance of title to this property, these changes will be disclosed in an addendum to this document.

242 Transferor (Seller) Thomas C. Shepherd Date 5/27/14 Time 11:55am
243 Transferor (Seller) Donna Shepherd Date 5/27/14 Time 11:55am
244 Donna Shepherd

245 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
246 appropriate provisions in the purchase agreement regarding advice, inspections or defects.
247
248

249 **Transferee/Buyer's Acknowledgment:** I/We understand that this disclosure statement is not intended as a substitute for any
250 inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are
251 evident by careful observation. **I/We acknowledge receipt of a copy of this disclosure.**

252 Transferee (Buyer) _____ Date _____ Time _____

253 Transferee (Buyer) _____ Date _____ Time _____

254 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
255 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
256 the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act". Tennessee Code Annotated § 66-5-201, et seq. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

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F16 – Tennessee Residential Property Condition Disclosure, Page 6 of 6

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LEAD-BASED PAINT DISCLOSURE

1 *Federal law mandates that Sellers of **housing constructed prior to 1978** must complete certain Lead-Based Paint*
2 *Disclosure requirements. These should be completed **before the Buyer makes an offer** and certainly before the*
3 *Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such*
4 *housing.*

5 **Lead Warning Statement**

6 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978
7 is notified that such property may present exposure to lead from lead-based paint that may place young children at
8 risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological
9 damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired
10 memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential
11 real property is required to provide the Buyer with any information on lead-based paint hazards from risk
12 assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards.
13 A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
14 Property Address: 1909 Dabney Dr., Chattanooga, TN 37412

15 **Seller Disclosure**

16 ***Seller to check one box below:***

- 17 ☒ Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the
18 housing.
- 19 ☐ Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has
20 provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based
21 paint hazards in the housing. List any records, reports and/or additional information, including but not limited
22 to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of
23 the lead-based paint and the conditions of the painted surfaces. If no reports or records are available, Seller
24 shall indicate as such.

27 **Buyer Acknowledgment**

- 28 1) Buyer has received copies of all records, reports and information listed above (if any);
29 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
30 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your
31 Home" (Copies available at <http://www.hud.gov>);
32 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of
33 time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment
34 or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the
35 second box below.

36 ***Buyer to check one box below:***

- 37 ☐ Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the
38 presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This
39 contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**
- 40 ☐ Buyer ***waives the opportunity to conduct a risk assessment or inspection*** for the presence of lead-based paint
41 and/or lead-based paint hazards.

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F15 – Lead-Based Paint Disclosure Page 1 of 2



Version 2/01/2014

42 **Licensee Acknowledgment**

43 Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are
44 aware of listing and selling licensees' duty to ensure compliance.

45 **Certification of Accuracy**

46 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their
47 knowledge, that the information they have provided is true and accurate and they have received a copy hereof.

48 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment
49 purposes only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

50 The party(ies) below have signed and acknowledge receipt of a copy.

51
52 **BUYER** _____ **BUYER** _____
53 _____ at _____ o'clock ☐ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm
54 **Date** _____ **Date** _____

55 The party(ies) below have signed and acknowledge receipt of a copy.

56 _____ Donna Shepherd
57 **SELLER** Thomas C. Shephard **SELLER** Donna Shephard
58 5-23-14 at 12:00 o'clock ☐ am/ ☐ pm 5/23/14 at 1200 o'clock ☐ am/ ☐ pm
59 **Date** _____ **Date** _____

60
61 The party(ies) below have signed and acknowledge receipt of a copy.

62
63 **REAL ESTATE LICENSEE FOR BUYER** _____
64 _____ at _____ o'clock ☐ am/ ☐ pm
65 **Date** _____

66
67 The party(ies) below have signed and acknowledge receipt of a copy.

68 Paula McDaniel
69 **REAL ESTATE LICENSEE FOR SELLER**
70 5/23/14 at 1:45 o'clock ☐ am/ ☒ pm
71 **Date** _____

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