



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 5/11/2023

**File ID:** TMP-2951

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**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Modification of Restrictive Covenant and Exclusive Use Agreement among the City of Huntsville, HLA Properties, LLC, T.D. Management LTD., Attitude, LLC, Cavender Family Beneficiary OOS, LTD., Mushashi, LLC, SPT Prairie 7090 Drive NW, LLC, and Cabela's Wholesale, LLC.

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:**

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO. 23-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to execute that certain Modification of Restrictive Covenant and Exclusive Use Agreement, by and among the City of Huntsville, an Alabama municipal corporation; HLA Properties, LLC, an Alabama limited liability company; T.D. Management LTD., an Ohio limited liability company; Attitude, LLC, an Alabama limited liability company; Cavender Family Beneficiary OOS, LTD., a Texas Limited Partnership; Mushashi, LLC, an Alabama limited liability company; SPT Prairie 7090 Drive NW, LLC, a Delaware limited liability company; and, Cabela's Wholesale, LLC, a Nebraska corporation, which said modification is substantially in words and figures as that certain document attached hereto and identified as "Modification of Restrictive Covenant and Exclusive Use Agreement, by and among the City of Huntsville, HLA Properties, LLC, T.D. Management LTD., Attitude, LLC, Cavender Family Beneficiary OOS, LTD., Mushashi, LLC, SPT Prairie 7090 Drive NW, LLC, and Cabela's Wholesale, LLC," consisting of fourteen (14) pages (including exhibits) and the date of May 11, 2023, appearing on the first page thereof, together with the signature of the City Clerk, and an executed copy of said document, after being signed by the Mayor and the City Clerk, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 11th day of May, 2023.

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President of the City Council of the City  
of Huntsville, Alabama

**APPROVED** this the 11th day of May, 2023.

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Mayor of the City of Huntsville, Alabama

Deed Bk 2023 Pg 12570  
(PAGE 12570 of 12582)  
E-RECORDED 4/7/2023 11:10:01 AM  
Frank Barger, PROBATE JUDGE  
Madison County, Alabama  
Term/Cashier: 036-5GR1JVU-21/ltabor  
Tran: 653842 Additional Page \$32.50  
Filing \$1.00  
Imaging \$10.00  
Mental Health Fee \$12.00  
Microfilm \$0.25  
Additional Name \$5.00  
Total: \$60.75

STATE OF ALABAMA       )  
                                     :  
COUNTY OF MADISON    )

**MODIFICATION OF RESTRICTIVE COVENANT  
AND EXCLUSIVE USE AGREEMENT**

**THIS MODIFICATION OF RESTRICTIVE COVENANT AND EXCLUSIVE USE AGREEMENT** (this "Modification Agreement") is made and entered into effective as of the 5<sup>th</sup> day of April, 2023 (the "Effective Date") by and among **HLA PROPERTIES, LLC, an Alabama limited liability company; T. D. MANAGEMENT LTD., an Ohio limited liability company; ATTITUDE, LLC, an Alabama limited liability company; CAVENDER FAMILY BENEFICIARY OOS, LTD., a Texas Limited Partnership; CITY OF HUNTSVILLE, an Alabama municipal corporation; and MUSHASHI, LLC, an Alabama limited liability company** (collectively as "Owners"); **SPT PRAIRIE 7090 DRIVE NW, LLC, a Delaware limited liability company, (individually "SPT"); and, CABELA'S WHOLESALE, LLC, a Nebraska limited liability company (successor by conversion with Cabela's Wholesale, Inc., a Nebraska corporation) (individually "Cabela's");**

**RECITALS:**

A. **ATTITUDE, LLC, an Alabama limited liability company, as Seller, ENVIRONMENT, LLC, an Alabama limited liability company, and MUSHASHI, LLC, an Alabama limited liability company, collectively as "Owners", entered into that certain Restrictive Covenant and Exclusive Use Agreement for the benefit of CABELA'S WHOLESALE, INC., a Nebraska corporation, its affiliates, successors and assigns, collectively as "Cabela's", dated as of November 18, 2014 and recorded November 19, 2014 as Document No. 20141119000613500, in the records of the Office of the Judge of Probate of Madison County, Alabama (the "Agreement").**

B. The undersigned Owners are the current owners of the "Controlled Tract" described in Exhibit "A" attached to the Agreement. Lot 9 included in the "Controlled Tract" was conveyed to The City of Huntsville, Alabama, a municipal corporation in the State of Alabama and now being dedicated as a public right of way commonly known as "Cabela Drive".

C. The "Cabela's Store Site" described in Exhibit "B" attached to the Agreement was conveyed to SPT by that certain deed from Cabela's Wholesale, Inc., a Nebraska corporation dated September 25, 2017 and recorded October 11, 2017 as Document No. 20171011000601070 in the records of the Office of the Judge of Probate of Madison County, Alabama.

D. A portion of the Controlled Tract is labeled on the Site Plan attached as Exhibit "C" to the Agreement as the "Retail Area" and referred to in the Agreement as the "Retail Tract". The Retail Tract is subject to certain additional restrictions more particularly described in the Agreement.

E. The Owners, SPT and Cabela's desire to join in this Modification Agreement to modify the additional restrictions contained in Section 2.2(a) of the Agreement regarding the Retail Tract as hereinafter set out and to delete subparagraph (K) contained in Section 2.2(a) of the Agreement.

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: May 11, 2023

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants herein contained, the sum of TEN (10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the undersigned Owners, SPT and Cabela's agree as follows:

1. **Recitals.** Owners, SPT and Cabela's acknowledge that the Recitals set forth above are accurate and agree that such Recitals are hereby incorporated into this Modification Agreement by reference as if fully set forth herein.

2. **Modification to Section 2.2(a) Additional Restrictions Applicable to Retail Tract and Cabela's Store Site.**

(i) The first sentence of Section 2.2(a) shall be deleted in its entirety and the following sentence shall be substituted in lieu thereof:

The Retail Tract (or "Retail Area" as labeled on the Site Plan), excluding the Cabela's Store Site, shall be used only for "retail sales and mixed use", to include multifamily and lodging, except, however for up to one 10,000 square foot "sit-down" restaurant approved in writing by Cabela's shall be permitted, provided that the Required Parking Ratio for any such restaurant shall be not less than 10 parking spaces per 1,000 square feet, and further provided, after 65,000 square feet of space on the Retail Tract is subject to binding, fully executed agreements for "retail sales or mixed use", then thirty percent (30%) of all space in the Retail Tract in excess of 65,000 sq. ft. may be used for restaurants subject to the foregoing limitations on Parking Ratios.

(ii) Subparagraph (K) of Section 2.2(a) shall be deleted in its entirety.

3. **Entire Agreement.** This Modification Agreement states the entire agreement among the parties hereto and merges into this Modification Agreement all statements, representations, and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

4. **Further Amendment.** The Agreement or this Modification Agreement may not be further varied, altered or amended, except by a written instrument executed by all of the owners of all properties which comprise the Controlled Tract, the Cabela's Store Site and Cabela's.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

6. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Modification Agreement or any provision hereof. No provision in this Modification Agreement is to be interpreted for or against either party because that party or such party's legal representative drafted such provision.

7. **Counterparts.** This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

8. **Binding.** Except as herein modified, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, HLA PROPERTIES, LLC, an Alabama limited liability company has caused this Modification Agreement to be executed by its duly authorized representative effective as of the date first above written.

OWNER OF CONTROLLED TRACT - Lot 1 of  
Parkside Town Centre, Phase 3, recorded as Document  
Number 20160824000481250

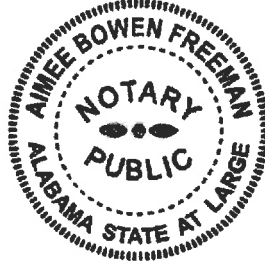
HLA PROPERTIES, LLC, an Alabama limited liability  
company

By: [Signature]  
Printed Name: Ismael Abusaleem  
Title: Manager

STATE OF ALABAMA     )  
                                      :  
COUNTY OF MADISON    )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, ISMAEL ABUSALEEM, whose name as Manager of HLA PROPERTIES, LLC, an Alabama limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he as such Manager, and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the 22nd day of September, 20 22.



Aimee Bowen Freeman  
Notary Public  
My Commission Expires: 12/7/24

IN WITNESS WHEREOF, the undersigned, T.D. MANAGEMENT LTD., an Ohio limited liability company has caused this Modification Agreement to be executed by its duly authorized representative effective as of the date first above written.

OWNER OF CONTROLLED TRACT - Lot 1A of  
Parkside Town Centre, Phase 3, recorded as Document  
Number 20160824000481250

T.D. MANAGEMENT LTD., an Ohio limited liability  
company

By: W. H. Wood  
Printed Name: William H. Wood  
Title: Manager

STATE OF Ohio )  
COUNTY OF Hamilton

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, William H. Wood whose name as Manager of T.D. MANAGEMENT LTD., an Ohio limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he as such Manager, and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the 8<sup>th</sup> day of September, 2022.

[Signature]  
Notary Public

My Commission Expires: N/A

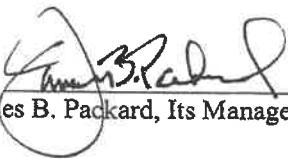
ROBERT ALAN OESTREICHER, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.



IN WITNESS WHEREOF, the undersigned, **ATTITUDE, LLC, an Alabama limited liability company**, has caused this Modification Agreement to be executed by its duly authorized Manager effective as of the date first above written.

OWNER OF CONTROLLED TRACT – Lot 4 of  
Parkside Town Centre recorded as Document Number  
20141119000613380


ATTITUDE, LLC, an Alabama limited liability  
company

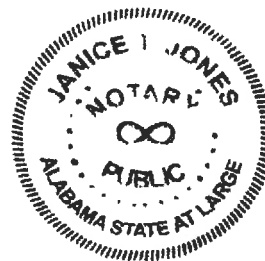
By:   
James B. Packard, Its Manager

STATE OF ALABAMA     )  
                                     :  
COUNTY OF MADISON    )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **JAMES B. PACKARD**, whose name as Manager of **ATTITUDE, LLC, an Alabama limited liability company** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he as such Manager, and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the 5<sup>th</sup> day of April, 2023.

  
Notary Public  
My Commission Expires: 7-8-2024



IN WITNESS WHEREOF, the undersigned, CAVENDER FAMILY BENEFICIARY OOS, LTD., a Texas limited partnership has caused this Modification Agreement to be executed by its duly authorized General Partner effective as of the date first above written.

OWNER OF CONTROLLED TRACT - Lot 5A of  
Parkside Town Centre, Phase 2, recorded as Document  
Number 20160518000270120

CAVENDER FAMILY BENEFICIARY OOS, LTD., a  
Texas limited partnership

BY: CAVENDER FAMILY BENEFICIARY OOS  
MANAGEMENT, LLC., a Texas limited  
liability company, Its General Partner

By: 

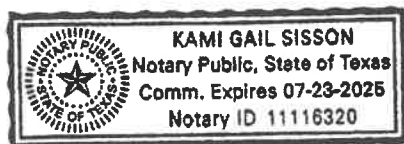
Printed Name: Mike A. Cavender


Title: President

STATE OF Texas )  
COUNTY OF Harris )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Mike A. Cavender, whose name as President of CAVENDER FAMILY BENEFICIARY OOS MANAGEMENT, LLC, a Texas limited liability company in its capacity as General Partner of CAVENDER FAMILY BENEFICIARY OOS, LTD., a Texas limited partnership is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he as such President, and with full authority executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Given under my hand and seal this the 13 day of March, 20 23.



  
Notary Public  
My Commission Expires: 07-23-2025



IN WITNESS WHEREOF, the undersigned, **CITY OF HUNTSVILLE, an Alabama municipal corporation** has caused this Modification Agreement to be executed by its Mayor and attested by its Clerk-Treasurer effective as of the date first above written.

OWNER OF CONTROLLED TRACT – Lot 5B of  
Parkside Town Centre, Phase 2, recorded as Document  
Number 20160518000270120

ATTEST:

CITY OF HUNTSVILLE, an Alabama municipal  
corporation

By: \_\_\_\_\_  
Shaundrika Edwards,  
Clerk-Treasurer

By: \_\_\_\_\_  
Tommy Battle, Mayor

STATE OF ALABAMA       )  
                                      :  
COUNTY OF MADISON    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TOMMY BATTLE** and **SHAUNDRIKA EDWARDS**, whose names as Mayor and \_\_\_\_\_ Clerk-Treasurer, respectively, of the **CITY OF HUNTSVILLE, an Alabama municipal corporation** are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

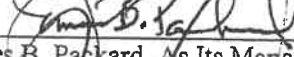
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned, **MUSHASHI, LLC**, an Alabama limited liability company has caused this Modification Agreement to be executed by its Members effective as of the date first above written.

OWNER OF CONTROLLED TRACT –  
Lot 2 of The Bridges in Research Park, Phase 4


**MUSHASHI, LLC**, an Alabama limited liability company

BY: **PRIMARY PROCESS, LLC**, an Alabama limited liability company, Its Member

By:   
James B. Packard, As Its Manager

By:   
Michael W. Culbreath, As Its Manager

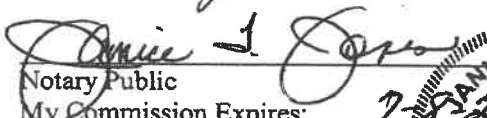
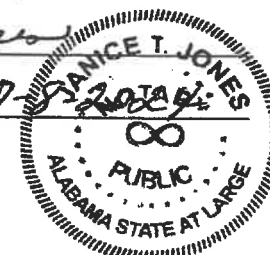
BY: **NO SWORD, LLC**, an Alabama limited liability company, Its Member

By:   
James B. Packard, As Its Manager

STATE OF ALABAMA       )  
                                      :  
COUNTY OF MADISON    )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **JAMES B. PACKARD and MICHAEL W. CULBREATH**, whose names as Managers of **PRIMARY PROCESS, LLC, an Alabama limited liability company in its capacity as Member of MUSHASHI, LLC, an Alabama limited liability company** are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such Managers, and with full authority, executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Given under my hand and seal this the 5<sup>th</sup> day of April, 2023.

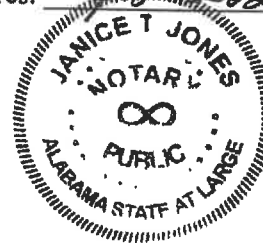
  
Notary Public  
My Commission Expires: 7-5-2024  


STATE OF ALABAMA       )  
                                  :  
COUNTY OF MADISON    )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **JAMES B. PACKARD**, whose name as Manager of **NO SWORD, LLC**, an Alabama limited liability company in its capacity as Member of **MUSHASHI, LLC**, an Alabama limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such Manager, and with full authority, executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Given under my hand and seal this the 5<sup>th</sup> day of April, 2023.

Janice T. Jones  
Notary Public  
My Commission Expires: Feb 28 2024



IN WITNESS WHEREOF, the undersigned, **SPT PRAIRIE 7090 CB DRIVE NW, LLC, a Delaware limited liability company**, has caused this Modification Agreement to be executed by its duly authorized officer effective as of the date first above written.

OWNER OF CABELA'S STORE SITE:

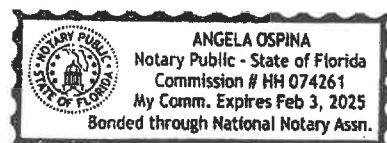
SPT PRAIRIE 7090 CB DRIVE NW, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Printed Name: Andrew Sossen  
Title: Authorized Signatory

STATE OF Florida )  
:  
COUNTY OF miami-Dade )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Andrew Sossen, whose name as Authorized Signatory of **SPT PRAIRIE 7090 CB DRIVE NW, LLC, a Delaware limited liability company** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the 28 day of march, 20 23.



ANGELA OSPINA  
Notary Public

My Commission Expires: 02-03-25



**MORTGAGEE CONSENT**  
**(Controlled Tract - Lot 1 of Parkside Town Centre Phase 3)**

Deed Bk 2023 Pg 12580  
(PAGE 12580 of 12582)  
E-RECORDED 4/7/2023 11:10:01 AM  
Frank Barger, PROBATE JUDGE  
Madison County, Alabama

The undersigned Mortgagee, **RIVER BANK & TRUST**, joins in the foregoing Modification of Restrictive Covenant and Exclusive Use Agreement ("Modification Agreement") for the purpose of (i) certifying that it is the holder of that certain Mortgage heretofore granted by **HLA PROPERTIES, LLC** appearing of record in Mortgage Book 2021, Page 22031 in the records of the Office of the Judge of Probate of Madison County, Alabama (the "Mortgage"), (ii) consents to the terms of the Modification Agreement; and (iii) agrees that its rights under the Mortgage shall be subject to and subordinate to the terms of said Modification Agreement as to the real property owned by **HLA PROPERTIES, LLC**, an Alabama limited liability company.

**RIVER BANK & TRUST**

By: [Signature]  
Printed Name: L. Ashton DeMont  
Title: EVP / North Alabama Region President

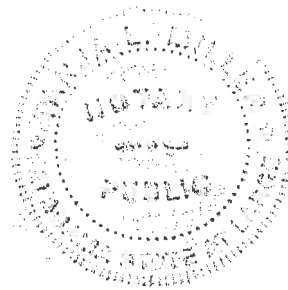
STATE OF ALABAMA )

COUNTY OF Monroe )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Lewis Ashton DeMont whose name as EVP North Alabama Region President of **RIVER BANK & TRUST**, an Alabama banking corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he as such officer, and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 3<sup>rd</sup> day of Oct, 2022

[Signature]  
Notary Public  
My Commission Expires: TANJAL MILLER  
Notary Public, Alabama State At Large  
My Commission Expires Feb. 25, 2025



**MORTGAGEE CONSENT**  
**("Cabela's Store Site")**

The undersigned Mortgagee, **WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2017-GS8 AND THE HOLDER OF THE RELATED COMPANION LOAN, AS THEIR INTERESTS MAY APPEAR**, joins in the foregoing Modification of Restrictive Covenant and Exclusive Use Agreement ("Modification Agreement") for the purpose of (i) certifying that it is the holder of that certain Mortgage, Assignment of Rents and Leases and Security Agreement heretofore granted by **SPT PRAIRIE 7090 CB DRIVE NW, LLC, a Delaware limited liability company** appearing of record as Document No. 20171011000601080 in the records of the Office of the Judge of Probate of Madison County, Alabama (the "Mortgage"), (ii) consents to the terms of the Modification Agreement; and (iii) agrees that its rights under the Mortgage shall be subject to and subordinate to the terms of said Modification Agreement as to the real property owned by **SPT PRAIRIE 7090 CB DRIVE NW, LLC, a Delaware limited liability company**.

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, for the benefit of the registered holders of GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2017-GS8 and the holder of the related companion loan, as their interests may appear

By: *David Wegerrek*  
Printed Name: DAVID WEGEREK  
Title: DIRECTOR

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, David Wegerrek, whose name as Director of **WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Trustee for the benefit of the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2017-GS8, and the holder of the related companion Loan, as their interests may appear** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he as such officer, and with full authority executed the same voluntarily for and as the act of said entities on the day the same bears date.

Given under my hand and seal this the 3rd day of April, 2023.



*Blair Harrison Barbour*  
Notary Public  
My Commission Expires: 12-11-2023

**MORTGAGEE CONSENT**  
**(Controlled Tract – Lot 2 of The Bridges in Research Park Phase 4)**

The undersigned Mortgagee, **FIRST COMMERCE BANK**, a Tennessee corporation, joins in the foregoing Modification of Restrictive Covenant and Exclusive Use Agreement ("Modification Agreement") for the purpose of (i) certifying that it is the holder of those certain Mortgages heretofore granted by **MUSHASHI, LLC**, an Alabama limited liability company appearing of record (a) as Document No. 20150831000483620, re-recorded as Document No. 20151014000566870 and ratified and reaffirmed as Document No. 20151105000612380; and (b) recorded as Document No. 20161107000637030, respectively in the records of the Office of the Judge of Probate of Madison County, Alabama (the "Mortgage"), (ii) consents to the terms of the Modification Agreement; and (iii) agrees that its rights under the Mortgage shall be subject to and subordinate to the terms of said Modification Agreement as to the real property owned by **MUSHASHI, LLC**, an Alabama limited liability company.

FIRST COMMERCE BANK, a Tennessee corporation

By: 

Printed Name: John T. Erson Jr

Title: Senior Vice President

STATE OF Alabama )

COUNTY OF Madison )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, John T. Erson Jr, whose name as Senior Vice President of **FIRST COMMERCE BANK**, a Tennessee corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he as such and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 24<sup>th</sup> day of March, 20 23.

  
Notary Public

My Commission Expires: 5/2024