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IN THE CIRCUIT COURT OF NEWTON COUNTY, MISSOURI
ASSOCIATE DIVISION

LVNV Funding LLC ,	)	CASE NO.
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
PATRICIA ROERIG,	)	
	)	
Defendant(s).	)	
	)	
	)	

PETITION
COUNT I - BREACH OF CONTRACT

COMES NOW Plaintiff, LVNV Funding LLC, and for its First Cause of Action against Defendant(s), PATRICIA ROERIG, states as follows:

1. Plaintiff is a Limited Liability Company, and is the Assignee of Credit One Bank, N.A..
2. Defendant(s) is a resident of NEWTON County, Missouri.
3. Upon Defendant's(s') request, Plaintiff's Assignor and Defendant entered into a contract under the terms of which Plaintiff's Assignor extended credit to Defendant(s) in the form of a credit card.
4. Pursuant to the Terms and Conditions of the Contract, Defendant(s) was required to make payment until the balance on the Contract was paid in full.
5. Defendant(s) breached the Contract by failing to make the payments on the dates and in the amounts due.
6. The Contract has a current balance of $690.29 (See Exhibit A)
7. Due demand has been made upon Defendant(s), but Defendant(s) has failed and/or refused to pay Plaintiff, as a result Plaintiff's Assignor accelerated the unpaid balance due from the Defendant making it immediately due and owing. The contract was assigned to Plaintiff. (Exhibit B).
8. Based on Defendant's(s') breach of contract, Plaintiff has been damaged in the amount of $690.29.
9. That the defendant is not a member of the military service of the United States, nor its Allies nor a minor nor an incompetent person.

WHEREFORE, Plaintiff, LVNV Funding LLC, respectfully requests that this Court enter Judgment in favor of LVNV Funding LLC and against Defendant(s), in the amount of $690.29, plus costs, and any other relief this Court deems just.

COUNT II- ACCOUNT STATED

COMES NOW Plaintiff, LVNV Funding LLC, and for its Second Cause of Action against Defendant(s), PATRICIA ROERIG, states as follows:

10. Plaintiff incorporates herein by reference, the allegations contained in paragraphs 1- 9 as if fully set forth herein.

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11. Defendant is indebted to Plaintiff for a balance due on Defendant's credit card.
12. Defendant and Plaintiff's Assignor had previous financial transactions related to the credit card account issued to Defendant by Plaintiff's Assignor, at Defendant's insistence and request.
13. As a result of transactions initiated by Defendant, Plaintiff's Assignor sent Defendant statements of account, to which Defendant did not object.
14. Defendant use of the credit and failure to pay the balance reflected in the statements of account issued as a result of the use of the credit, or Defendant's failure to object to the balances as reflected in the statement resulted in a promise to pay the amount due.
15. The balance agreed to by the parties is $690.29.
16. The Defendant failed to keep his/her promise to pay said balance, despite demand for same having been made, and the balance remains due and owing be Defendant to Plaintiff.
17. Plaintiff is the assignee of the account to be repaid by Defendant and is entitled to recover from Defendant the sum of $690.29.

WHEREFORE, Plaintiff, LVNV Funding LLC,respectfully requests that this Court enter Judgment in favor of LVNV Funding LLC and against Defendant(s), in the amount of $690.29, plus costs, plus post-judgment interest at the judicial interest rate and any other relief this Court deems just.

LVNV Funding LLC

BQ & Associates, P.C., L.L.O.
Brandon York MO #71620
9140 Ward Parkway, Ste. 200
Kansas City, MO 64114
(800) 887-4747 Phone
(402) 554-0339 Fax
bqmo@bqlaw.com
Attorneys for Plaintiff

pm24.frm 23115758
Credit Card Assigned
rev 03/2021

CREDIT ONE BANK CREDIT CARD STATEMENT
Account Number [redacted]
November 14, 2019 to December 13, 2019

SUMMARY OF ACCOUNT ACTIVITY		
Previous Balance		$631.82
Payments	-	$0.00
Other Credits	-	$0.00
Purchases	+	$0.00
Cash Advances	+	$0.00
Fees Charged	+	**$46.25**
Interest Charged	+	**$12.22**
New Balance		$690.29
Credit Limit		$300.00
Available Credit		$0.00
Statement Closing Date		12/13/19
Days in Billing Cycle		30

QUESTIONS?
Call Customer Service or Report
a Lost or Stolen Credit Card 1-877-825-3242
Outside the U.S. Call 1-702-405-2042

Please send billing inquiries and correspondence to:
P.O. Box 98873, Las Vegas, NV 89193-8873

PAYMENT INFORMATION

New Balance	$690.29
Past Due Amount	$187.00
Amount Due This Period	$541.29
Minimum Payment Due	**$690.29**
Payment Due Date	**01/09/20**

Late Payment Warning:
If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $38.

Minimum Payment Warning:
If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 months	$690.00

If you would like a location for credit counseling services, call 1-866-515-5720.

A

TRANSACTIONS

Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
			Fees	
F572700AV000CYLAC	12/13	12/13	ANNUAL FEE 01/20 THROUGH 01/20	8.25
	12/13	12/13	LATE FEE	38.00
			TOTAL FEES FOR THIS PERIOD	**46.25**
			Interest Charged	
	12/13	12/13	Interest Charge on Purchases	12.22
	12/13	12/13	Interest Charge on Cash Advances	0.00
			TOTAL INTEREST FOR THIS PERIOD	**12.22**

2019 Totals Year-to-Date	
Total fees charged in 2019	$349.00
Total interest charged in 2019	$98.35

Your account is currently closed.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.40%(v)	$577.10	$12.22
Cash Advances	25.40%(v)	$0.00	$0.00

(v) = Variable Rate

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Please return this portion with your payment, and write your account number on your check, made payable to *CREDIT ONE BANK*

CreditOne BANK

PAY YOUR BILL ONLINE at CreditOneBank.com
Account Number: [redacted]
New Balance: $690.29
Minimum Payment Due: $690.29
Payment Due Date: 01/09/20

For address, telephone and email changes, please complete the reverse side.
Or, update your contact information online at www.CreditOneBank.com.

AMOUNT ENCLOSED: $.

CREDIT ONE BANK
PO BOX 60500
CITY OF INDUSTRY CA 91716-0500

PATRICIA ROERIG
11645 MULBERRY RD
NEOSHO MO 64850-8200

[redacted]

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CREDIT ONE BANK CREDIT CARD STATEMENT
Account Number [redacted]
May 14, 2019 to June 13, 2019

SUMMARY OF ACCOUNT ACTIVITY		
Previous Balance		$341.93
Payments	-	$25.00
Other Credits	-	$0.00
Purchases	+	$3.47
Cash Advances	+	$0.00
Fees Charged	+	**$38.00**
Interest Charged	+	**$7.02**
New Balance		$365.42
Credit Limit		$300.00
Available Credit		$0.00
Statement Closing Date		06/13/19
Days in Billing Cycle		31

QUESTIONS?
Call Customer Service or Report
a Lost or Stolen Credit Card 1-877-825-3242
Outside the U.S. Call 1-702-405-2042

Please send billing inquiries and correspondence to:
P.O. Box 98873, Las Vegas, NV 89193-8873

PAYMENT INFORMATION	
New Balance	$365.42
Past Due Amount	$25.00
Amount Due This Period	$63.00
Minimum Payment Due	**$88.00**
Payment Due Date	**07/09/19**

Late Payment Warning:
If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $38.

Minimum Payment Warning:
If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	17 months	$434.00

If you would like a location for credit counseling services, call 1-866-515-5720.

TRANSACTIONS

Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
74071934K00XTMJJB	05/27	05/27	PAYMENT - THANK YOU LAS VEGAS NV	-25.00
	06/13	06/13	CREDIT PROTECT 1 866 803 1745	3.47
			Fees	
	06/13	06/13	LATE FEE	38.00
			TOTAL FEES FOR THIS PERIOD	**38.00**
			Interest Charged	
	06/13	06/13	Interest Charge on Purchases	7.02
	06/13	06/13	Interest Charge on Cash Advances	0.00
			TOTAL INTEREST FOR THIS PERIOD	**7.02**

2019 Totals Year-to-Date	
Total fees charged in 2019	$88.00
Total interest charged in 2019	$38.43

YOUR ACCOUNT IS PAST DUE. IT IS NOT TOO LATE TO PROTECT YOUR CREDIT RATING! PLEASE PAY THE MINIMUM AMOUNT DUE NOW OR CALL (888) 729-6274.

If your account is past due you could get help.
You have Credit Protection - Request benefits today.
It can help make payments if you get laid off or become disabled, and there is a loss of life benefit, too.
Call 1-866-803-1746 to request benefits today!

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	26.15%(v)	$321.97	$7.02
Cash Advances	26.15%(v)	$0.00	$0.00

(v) = Variable Rate

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Please return this portion with your payment, and write your account number on your check, made payable to *CREDIT ONE BANK*

CreditOne BANK

PAY YOUR BILL ONLINE at CreditOneBank.com
Account Number: [redacted]
New Balance: $365.42
Minimum Payment Due: $88.00
Payment Due Date: 07/09/19

For address, telephone and email changes, please complete the reverse side.
Or, update your contact information online at www.CreditOneBank.com.

AMOUNT ENCLOSED: $.

CREDIT ONE BANK
PO BOX 60500
CITY OF INDUSTRY CA 91716-0500

PATRICIA ROERIG
1202 S MONROE AVE
JOPLIN MO 64801-3628

[redacted]

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B

BILL OF SALE AND ASSIGNMENT OF ACCOUNTS
FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC

As of **December 31, 2019**,, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the charged-off credit card accounts identified on an account level basis in the data file named **CreditOne_LegalRecall_012020** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each account referenced on the Computer File (collectively hereinafter, the "Accounts") including, but not limited to, all claims and rights afforded each Account by virtue of that Account's corresponding terms and conditions.

The Accounts transferred under the terms of this Bill of Sale and Assignment of Accounts were each transferred to Assignee immediately following charge off for each applicable Account, as shown in the Computer File.

With respect to information for the Accounts, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to: (i) the Accounts issued by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Accounts from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for the Accounts conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Accounts.

CREDIT ONE BANK, N.A.

Gary Harwood
Vice President

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BILL OF SALE AND ASSIGNMENT OF RECEIVABLES
FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC

As of **December 31, 2019**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the receivables associated with each and every account referenced in the data file named **CreditOne_LegalRecall_012020** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) all claims or rights arising out of or relating to each of those Receivables (hereinafter, the "Receivables").

The Receivables transferred under the terms of this Bill of Sale and Assignment of Receivables were each transferred to Assignee prior to the charge off of the associated accounts, as shown in the Computer File. This Bill of Sale and Assignment of Receivables evidences the intent between the parties for the transfer of the Receivables, acts as an acknowledgement of those transfers, and, to the extent necessary, ratification of the transfers.

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for the Receivables conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Receivables.

CREDIT ONE BANK, N.A.

Gary Harwood
Vice President

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BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM MHC RECEIVABLES, LLC, TO FNBM, LLC

As of **January 15, 2020**, MHC Receivables, LLC ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has periodically transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to FNBM, LLC, ("Assignee") all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled **CreditOne_LegalRecall_012020** attached hereto and incorporated by reference as "Exhibit A" ; and (ii) all claims or rights arising out of or relating to the account level receivables (hereinafter the "Receivables").

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Released Receivables referenced herein.

MHC Receivables, LLC

Mark Rufail, Authorized Representative

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BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM FNBM, LLC, TO SHERMAN ORIGINATOR III LLC

On **January 15, 2020**, FNBM, LLC ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby transfers, sells, assigns, conveys, grants and delivers to Sherman Originator III LLC ("Assignee"), all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled **CreditOne_LegalRecall_012020** attached hereto and incorporated by reference as "Exhibit A"; and (ii) all claims or rights arising out of or relating to the receivables (hereinafter the "Receivables").

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records relating to the Receivables (the "Business Records") are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate and thoroughly embody the information in Assignor's custody and control for the Receivables from Assignor's receipt of those Receivables until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for any of the Receivables conveyed hereby.

FNBM, LLC

Jon Mazzoli, Authorized Representative

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BILL OF SALE AND ASSIGNMENT OF ACCOUNTS
FROM MHC RECEIVABLES, LLC TO SHERMAN ORIGINATOR III LLC

On **January 15, 2020,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHC Receivables, LLC ("Assignor"), hereby transfers, sells, assigns, conveys, grants and otherwise delivers to Sherman Originator III LLC ("Assignee"), all of Assignor's, rights title and interest in and to (i) the charged-off accounts identified on an account level basis in the data file named **CreditOne_LegalRecall_012020** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively hereinafter the "Accounts") including, but not limited to, all claims and rights afforded each account by virtue of that account's corresponding terms and conditions.

With respect to information for the Accounts described in the related Computer File, Assignor represents and warrants to Assignee that the business records relating to: (i) the Accounts owned by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate and thoroughly embody the information in Assignor's custody and control for the Accounts listed in the Computer File from Assignor's receipt of those Accounts until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for any of the Accounts conveyed hereby.

MHC Receivables, LLC

Mark Rufail, Authorized Representative

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Transfer and Assignment

Sherman Originator III LLC ("SOLLC III"), without recourse, to the extent permitted by applicable law, hereby transfers, sells, assigns, conveys, grants and delivers to Sherman Originator LLC ("SOLLC") all of its right, title and interest in and to the receivables and other assets (the "Assets") identified on Exhibit A, in the Receivable File dated January 03, 2020 delivered by MHC Receivables, LLC and FNBM, LLC on January 15, 2020 for purchase by SOLLC III on January 15, 2020. The transfer of the Assets included electronically stored business records.

SOLLC, subsequent to the above mentioned transfer, hereby transfers, sells, assigns, conveys, grants and delivers to LVNV Funding LLC ("LVNV"), the above mentioned Assets. The transfer of the Assets included electronically stored business records.

Dated: **January 15, 2020**

Sherman Originator III LLC
a Delaware Limited Liability Company

By: _____
Name: Jon Mazzoli
Title: Director

Dated: **January 15, 2020**

Sherman Originator LLC
a Delaware Limited Liability Company

By: _____
Name: Jackson Walker
Title: Authorized Representative

Dated: **January 15, 2020**

LVNV Funding LLC
a Delaware Limited Liability Company

By: _____
Name: Daniel Picciano
Title: Authorized Representative

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LVNV Funding LLC

vs.

Patricia Roerig

Name of Party to Whom Account is Owed: LVNV Funding LLC

Name of Party Pursuing Collection of Account: LVNV Funding LLC

Name of the Debtor Obligated to Pay Account: Patricia Roerig

AFFIDAVIT

The undersigned, being duly sworn, states the following:

1. I am over eighteen (18) years of age and am competent to make this affidavit. I am an Authorized Representative of LVNV Funding LLC (hereinafter, "Plaintiff") and am authorized to make this affidavit on its behalf. The information in this affidavit is true and correct to the best of my knowledge, information and belief, and I declare the same under penalty of perjury.
2. In the ordinary course of business, Plaintiff regularly acquires revolving credit accounts, installment accounts, and/or other credit lines from original creditors or their successors-in-interest. In the scope of my job responsibilities, I am familiar with the normal books and records of Plaintiff and the manner and method by which Plaintiff maintains said books and records in the regular course of its business, including computer records and/or data of its acquired credit accounts. These books and records contain records provided by the original creditors or their successors-in-interest and records created in the course of regularly conducted business activity at or near the time the events they purport to describe occurred, by a person with knowledge of said events or by a computer or other similar digital means which contemporaneously records an event as it occurs.
3. Plaintiff acquired the credit account of the Defendant herein, account number [redacted] (hereinafter the "Credit Account") from the original creditor or its successor-in-interest. I am familiar with the books and records maintained by Plaintiff with respect to the Credit Account and the information about the Credit Account contained therein.
4. LVNV Funding LLC is not the original creditor of the Credit Account. Credit One Bank, N.A. is the original creditor of the Credit Account.

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5. Plaintiff's business records for the Credit Account reflect that the balance due and owing to Plaintiff by the Defendant on the Credit Account as of the date of this affidavit is $690.29. All offsets, payments and credits have been allowed. No pre-judgment interest is being sought.

Given under my hand on:

Date: October 27, 2023

John Wright
Affiant

COUNTY OF GREENVILLE)
)ss.
STATE OF SOUTH CAROLINA)

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, John Wright, who acknowledged before me his/her signature to the foregoing Affidavit.

Given under my hand and seal this Friday, October 27, 2023

Notary

My Commission Expires:

DIANNA YOCOM
My Commission Expires
NOTARY PUBLIC
02-23-2031
STATE OF SOUTH CAROLINA

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