CONSTRUCTION MANAGER'S UNCONDITIONAL TRAILING WAIVER OF LIENS AND CLAIMS AND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$_____ ("Prior Payments"), previously paid to MAROUS BROTHERS CONSTRUCTION, INC. ("Construction Manager"), the sufficiency and receipt of which is hereby acknowledged by the Construction Manager, which sum represents the total amount due and payable for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the Belle Oaks Phase IA project located in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project") for BELLE OAKS MARKETPLACE IA LLC AND BELLE OAKS MARKETPLACE III LLC ("Owner") through , 20 (the "Previous Progress Billing Period"), Construction Manager unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against the Owner, the Project, the project lessees, or any person or entity relating in any manner whatsoever to the Project to the extent of the Prior Payments. Construction Manager acknowledges and represents that the Prior Payments represent full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, fringe benefits, union dues, and impact claims) through the Previous Progress Billing Period, and that no additional sum is or will hereafter be claimed due by Construction Manager for such work, services or materials against or from any person or entity, including without limitation the Owner, the Project, or any Project lessee(s), with the exception of earned and unpaid retention and any claims previously reserved in writing by Construction Manager.

Construction Manager further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Prior Payments and any future payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Construction Manager for the Project to fully and completely resolve all of Construction Manager's Project-related debts. Construction Manager understands that the representations and warranties in this instrument are a material inducement to Owner's release of any future payment to Subcontractor.

DATE:, 2	20	Construction Manager
		Ву:
Chata of	\ \	Its:
State of)) SS:	
County of)	

Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of ______, this _____, this ____, this _____, thie ____, thie ___ _, this ____ day of _____,

SUBCONTRACTOR'S UNCONDITIONAL TRAILING WAIVER OF LIENS AND CLAIMS AND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$ ("Prior Payments"), previously paid to ("Subcontractor"), the sufficiency and receipt of which is hereby acknowledged by the Subcontractor, which sum represents the total amount due and payable for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the Belle Oaks Phase IA project located in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project") for BELLE OAKS MARKETPLACE IA LLC AND BELLE OAKS MARKETPLACE III LLC ("Owner") through 20 (the "Previous Progress Billing Period"), Subcontractor unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against MAROUS BROTHERS CONSTRUCTION, INC. ("Construction Manager"), the Owner, the Project, the project lessees, Construction Manager's payment bond surety, or any person or entity relating in any manner whatsoever to the Project to the extent of the Prior Payments. Subcontractor acknowledges and represents that the Prior Payments represent full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, fringe benefits, union dues, and impact claims) through the Previous Progress Billing Period, and that no additional sum is or will hereafter be claimed due by Subcontractor for such work, services or materials against or from any person or entity, including without limitation the Owner, the Construction Manager, the Project, Construction Manager's payment bond surety, or any Project lessee(s), with the exception of earned and unpaid retention and any claims previously reserved in writing by Subcontractor.

Subcontractor further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Prior Payments and any future payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Subcontractor for the Project to fully and completely resolve all of Subcontractor's Project-related debts. Subcontractor understands that the representations and warranties in this instrument are a material inducement to Construction Manager's release of any future payment to Subcontractor.

DATE:	, 20		
		Subcontractor Name	
		Ву:	
		Its:	
State of)) SS:		
County of)		

Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of ______, this _____ day of ______, 20_____. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

LOWER-TEIR UNCONDITIONAL TRAILING WAIVER OF LIENS AND CLAIMS AND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$		("P	rior Payments'), previously paid to
("Lowe	r-Tier	Claimant"), the sufficien	cy and receipt	of which is hereby
acknowledged by the Lower-Tier Claimant, which sur	m repr	esents the total amount du	e and payable f	or all work performed
and materials and services furnished in furtherance	of the	construction improvement	project known g	generally as the Belle
Oaks Phase IA project located in the City of Richmor	nd Heig	ghts, Cuyahoga County, C	hio (the " Projec	t") for BELLE OAKS
MARKETPLACE IA LLC AND BELLE OAKS MAR	KETP	LACE III LLC ("Owner") t	hrough	, 20
(the "Previous Progress Billing Period"), Lower-Tie	r Clain	nant unconditionally waives	and releases a	ny and all mechanic's
lien claims and/or attested account claims, rights of r	necha	nic's lien and/or attested a	ccount claims, p	ayment bond claims,
and all other demands, damages, causes of action,	and ot	her claims of whatever na	ture or descripti	on against MAROUS
BROTHERS CONSTRUCTION, INC. ("Construction	า Mana	ager"),		_ ("Subcontractor"),
the Owner, the Project, the project lessees, Construct	ction N	lanager's payment bond s	urety, or any pe	rson or entity relating
in any manner whatsoever to the Project to the ext	tent of	f the Prior Payments. Low	er-Tier Claimar	nt acknowledges and
represents that the Prior Payments represent full a	nd fina	al payment for all work, la	bor, materials, e	equipment, tools and
services supplied to or in furtherance of the Project (i	ncludir	ng without limitation extra	vork, fringe ben	efits, union dues, and
impact claims) through the Previous Progress Billing	Period	d, and that no additional su	ım is or will here	eafter be claimed due
by Lower-Tier Claimant for such work, services or ma	terials	against or from any perso	n or entity, inclue	ding without limitation
the Owner, the Construction Manager, the Subcontra	ctor, th	ne Project, Construction Ma	anager's payme	nt bond surety, or any
Project lessee(s), with the exception of earned and ur	npaid r	etention and any claims pr	eviously reserve	d in writing by Lower-
Tier Claimant.				

Lower-Tier Claimant further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Prior Payments and any future payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Lower-Tier Claimant for the Project to fully and completely resolve all of Lower-Tier Claimant's Project-related debts. Lower-Tier Claimant understands that the representations and warranties in this instrument are a material inducement to Construction Manager and Subcontractor's release of any future payment to Lower-Tier Claimant.

DATE:,2	20	Lower-Tier Claimant Name
		Ву:
State of)	Its:
County of)) SS:)	

Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of ______, this _____ day of ______, 20_____. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

FORM OF CONDITIONAL LIEN WAIVERS (FOR CURRENT PAYMENTS DUE)

CONSTRUCTION MANAGER'S CONDITIONAL PARTIAL WAIVER OF LIENS AND CLAIMS AND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$_______ ("Current Payment"), which sum represents the total amount due and payable to MAROUS BROTHERS CONSTRUCTION, INC. ("Construction Manager") for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the Belle Oaks Phase IA project located in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project") for BELLE OAKS MARKETPLACE IA LLC AND BELLE OAKS MARKETPLACE III LLC ("Owner") through _______, 20_____ (the "Progress Billing Period") and when the check clears the bank upon which it is drawn, Construction Manager unconditionally waives and releases any and all mechanic's lien claims and/or attested account

claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against the Owner, the Project, the project lessees, or any person or entity relating in any manner whatsoever to the Project to the extent of the Current Payment. Construction Manager acknowledges and represents that the Current Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, fringe benefits, union dues, and impact claims) through the Progress Billing Period, and that no additional sum is or will hereafter be claimed due by Construction Manager for such work, services or materials against or from any person or entity, including without limitation the Owner, the Project, or any Project lessee(s), with the exception of earned and unpaid retention and any claims previously reserved in writing by Construction Manager.

Construction Manager further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Current Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Construction Manager for the Project to fully and completely resolve all of Construction Manager's Project-related debts through the Progress Billing Period. Construction Manager understands that the representations and warranties in this instrument are a material inducement to Owner's release of the Current Payment to Construction Manager.

DATE:	, 20	Construction Manager	
		Ву:	
State of)	lts:	
State of) SS:		
County of)		

Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of ______, this _____ day of ______, 20_____. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

SUBCONTRACTOR'S CONDITIONAL PARTIAL WAIVER OF LIENS AND CLAIMS AND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$_____ ("Current Payment"), which sum represents the total amount due and payable to ______ ("Subcontractor") for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the Belle Oaks Phase IA project located in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project") for BELLE OAKS MARKETPLACE IA LLC AND BELLE OAKS MARKETPLACE III LLC ("Owner") through , 20 (the "Progress Billing Period") and when the check clears the bank upon which it is drawn, Subcontractor unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against MAROUS BROTHERS CONSTRUCTION, INC. ("Construction Manager"), the Owner, the Project, the project lessees, Construction Manager's payment bond surety, or any person or entity relating in any manner whatsoever to the Project to the extent of the Current Payment. Subcontractor acknowledges and represents that the Current Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, fringe benefits, union dues, and impact claims) through the Progress Billing Period, and that no additional sum is or will hereafter be claimed due by Subcontractor for such work, services or materials against or from any person or entity, including without limitation the Owner, the Construction Manager, the Project, Construction Manager's payment bond surety, or any Project lessee(s), with the exception of earned and unpaid retention and any claims previously reserved in writing by Subcontractor.

Subcontractor further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Current Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Subcontractor for the Project to fully and completely resolve all of Subcontractor's Project-related debts through the Progress Billing Period. Subcontractor understands that the representations and warranties in this instrument are a material inducement to Construction Manager's release of the Current Payment to Subcontractor.

DATE:	, 20		
		Subcontractor Name	
		Ву:	
		Its:	
State of)) SS:		
County of) 55:		

Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of ______, this _____ day of ______, 20_____. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

CONDITIONAL PARTIAL WAIVER OF LIENS AND CLAIMSAND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$_____ ("Current Payment"), which sum represents the total amount due and payable to ("Lower-Tier Claimant") for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the Belle Oaks Phase IA project located in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project") for BELLE OAKS MARKETPLACE IA LLC AND BELLE OAKS MARKETPLACE III LLC ("Owner") through , 20 (the "Progress Billing Period") and when the check clears the bank upon which it is drawn, Lower-Tier Claimant unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against MAROUS BROTHERS CONSTRUCTION, INC. ("Construction Manager"), ("Subcontractor"), the Project owner(s), the Project, the project lessees, Construction Manager's payment bond surety, or any person or entity relating in any manner whatsoever to the Project to the extent of the Current Payment. Lower-Tier Claimant acknowledges and represents that the Current Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, fringe benefits, union dues, and impact claims) through the Progress Billing Period, and that no additional sum is or will hereafter be claimed due by Lower-Tier Claimant for such work, services or materials against or from any person or entity, including without limitation the Owner, the Construction Manager, the Subcontractor, the Project,

Construction Manager's payment bond surety, or any Project lessee(s), with the exception of earned and unpaid retention and any claims previously reserved in writing by Lower-Tier Claimant.

Lower-Tier Claimant further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Current Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Lower-Tier Claimant for the Project to fully and completely resolve all of Lower-Tier Claimant's Project-related debts through the Progress Billing Period. Lower-Tier Claimant understands that the representations and warranties in this instrument are a material inducement to Construction Manager and Subcontractor's release of the Current Payment to Lower-Tier Claimant.

DATE:	, 20	
		Lower-Tier Claimant Name
		Ву:
		Its:
State of)) SS:	
County of)	

Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of ______, this _____ day of ______, 20_____. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

FORM OF FINAL LIEN WAIVERS (FOR FINAL PAYMENTS)

FINAL WAIVER OF LIENS AND CLAIMS AFFIDAVIT OF PAYMENT AND INDEMNITY

For and in consideration of the sum of \$ (the "Final Payment"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, being paid by BELLE OAKS MARKETPLACE IA LLC AND BELLE OAKS MARKETPLACE III LLC ("Owner") to MAROUS BROTHERS CONSTRUCTION, INC. ("Construction Manager"), which sum represents the total amount due and payable to Construction Manager for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the Belle Oaks Phase IA project located in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project"), Construction Manager unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against the Owner, the Project, the project lessees, or any person or entity relating in any manner whatsoever to the Project. Construction Manager acknowledges and represents that the Final Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, retainage, accrued interest, fringe benefits, union dues, and impact claims), and that no additional sum is or will hereafter be claimed due by Construction Manager for such work, services or materials against or from any person or entity, including without limitation the Owner, the Project, , or any Project lessee(s).

Construction Manager further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Final Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Construction Manager for the Project to fully and completely resolve all of Construction Manager's Project-related debts. Construction Manager agrees to defend, indemnify, and hold the Owner harmless from and against any and all liens, claims, rights, debts, demands, actions, or causes of action of every kind or nature that may be asserted by any laborers, suppliers or subcontractors of Construction Manager to recover sums due for labor, materials or equipment furnished in furtherance of the Project. Construction Manager understands that the representations and warranties in this instrument are a material inducement to Owner's release of Final Payment to Construction Manager.

DATE:,	20	
		Construction Manager
		Ву:
		Its:
State of)	
) SS:	
County of)	

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Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of ______, this _____ day of ______, 20_____. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

D A T C

FINAL WAIVER OF LIENS AND CLAIMS, AFFIDAVIT OF PAYMENT, AND INDEMNITY

For and in consideration of the sum of \$_____ (the "Final Payment"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, being paid by MAROUS BROTHERS CONSTRUCTION, INC. ("Construction Manager") to ("Subcontractor"), which sum represents the total amount due and payable to Subcontractor for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the Belle Oaks Phase IA project located in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project") for BELLE OAKS MARKETPLACE IA LLC AND BELLE OAKS MARKETPLACE III LLC ("Owner"), Subcontractor unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against Construction Manager, the Owner, the Project, the project lessees, Construction Manager's payment bond surety, or any person or entity relating in any manner whatsoever to the Project. Subcontractor acknowledges and represents that the Final Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, retainage, accrued interest, fringe benefits, union dues, and impact claims), and that no additional sum is or will hereafter be claimed due by Subcontractor for such work, services or materials against or from any person or entity, including without limitation the Owner, the Construction Manager, the Project, Construction Manager's payment bond surety, or any Project lessee(s).

Subcontractor further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Final Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Subcontractor for the Project to fully and completely resolve all of Subcontractor's Project-related debts. Subcontractor agrees to defend, indemnify, and hold the Construction Manager and Owner harmless from and against any and all liens, claims, rights, debts, demands, actions, or causes of action of every kind or nature that may be asserted by any laborers, suppliers or subcontractors of Subcontractor to recover sums due for labor, materials or equipment furnished in furtherance of the Project. Subcontractor understands that the representations and warranties in this instrument are a material inducement to Construction Manager's release of Final Payment to Subcontractor.

DATE:	, 20		
		Subcontractor Name	
		Ву:	
		Its:	<u> </u>
State of)) SS:		
County of)		

Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of ______, this _____, this _____, day of ______, 20 ____. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

FINAL WAIVER OF LIENS AND CLAIMS, AFFIDAVIT OF PAYMENT AND INDEMNITY

For and in consideration of the sum of \$ (the "Final Payment"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, being paid by MAROUS BROTHERS **CONSTRUCTION, INC.** ("Construction Manager") jointly to ("Subcontractor") ("Lower-Tier Claimant"), which sum represents the total amount due and and payable to Lower-Tier Claimant for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the Belle Oaks Phase IA project located in the City of Richmond Heights. Cuvahoga County. Ohio (the "Project"), for BELLE OAKS MARKETPLACE IA LLC AND BELLE OAKS MARKETPLACE III LLC ("Owner") Lower-Tier Claimant unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against Construction Manager, Owner, the Project, the project lessees, Construction Manager's payment bond surety, or any person or entity relating in any manner whatsoever to the Project. Lower-Tier Claimant acknowledges and represents that the Final Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, retainage, accrued interest, fringe benefits, union dues, and impact claims), and that no additional sum is or will hereafter be claimed due by Lower-Tier Claimant for such work, services or materials against or from any person or entity, including without limitation the Owner, the Construction Manager, the Project, Construction Manager's payment bond surety, or any Project lessee(s).

Lower-Tier Claimant further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Final Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Lower-Tier Claimant for the Project to fully and completely resolve all of Lower-Tier Claimant's Project-related debts. Lower-Tier Claimant agrees to defend, indemnify, and hold the Construction Manager and Owner harmless from and against any and all liens, claims, rights, debts, demands, actions, or causes of action of every kind or nature that may be asserted by any laborers, suppliers or subcontractors of Lower-Tier Claimant to recover sums due for labor, materials or equipment furnished in furtherance of the Project. Lower-Tier Claimant understands that the representations and warranties in this instrument are a material inducement to Construction Manager's release of Final Payment to Lower-Tier Claimant.

DATE:	, 20	
		Lower Tier Claimant Name
		Ву:
		lts:
State of)) SS:	
County of)	

Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of ______, this _____ day of ______, This is an acknowledgement clause. No act are offirmation was administered to the act and the same to acknowledgement clause.

20_____. This is an acknowledgment clause. No oath or affirmation was administered to the signer.