

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF LOU ARAGON

The undersigned, being first sworn, deposes and says:

1. My name is Lou Aragon and I am employed as an Assistant Vice President for Morgan Stanley Credit Corp. (AMorgan Stanley@).

2. Morgan Stanley is the current owner of the property at 3108 Carriage Light Court in Raleigh, North Carolina. The company acquired the property through a foreclosure sale.

3. The foreclosure sale took place on 20 October 2010, and Morgan Stanley purchased the property that day for \$140, 915.87 at public auction at the Wake County Courthouse. The sale remained open for ten days, and no advanced bid was placed on the property within the time allowed by law.

4. The trustee=s deed to Morgan Stanley for the property at 3108 Carriage Light Court was recorded with the Wake County Register of Deeds on 3 November 2010. Morgan Stanley retains title to the property at this time.

5. Morgan Stanley has signed a listing agreement with Carlene Sumner at Real Living Pittman Properties, and she is handling the marketing and sale of this property for my company. Andrzej Symczyk is the potential new owner under contract at this time. Our contract expires 23 August 2011.

6. Morgan Stanley Credit Corp. has not contracted with Natural International Land Trust, or any of its trustees including Shawn Pendergrast and Nathaniel John Church, to either sell the property to the trust or trustees, to lease it to them, or to allow

them to lease it out. The company has had no contact with Natural International Land Trust or any of its trustees with regards to the property.

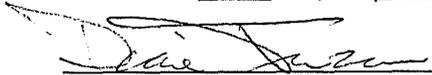
7. Morgan Stanley knows of no reason why the Natural International Land Trust has any valid reason to place a common law lien in the amount of \$1,200,000 on this property. Morgan Stanley has had no work performed on this property since it purchased the property in the foreclosure sale and has not entered into any other contracts in connection with the property except for the listing agreement with the realtor=s office and the purchase agreement with the potential new owner.



Lou Aragon

Sworn and subscribed before me

This, the 2nd day of August, 2011



(Notary Public)

My Commission Expires: 8/7/2013



STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF PETER GREIJN

The undersigned, being first sworn, deposes and says:

1. My name is Peter Greijn and I am a realtor affiliated with Referral Realty Group/ ReMax One Realty located at 100 Lynn Road, Raleigh, North Carolina.
2. I am the current listing agent for the properties located at 301 Capellan Street, Wake Forest, North Carolina, and at 1313 Thaney Court, Wake Forest, North Carolina. Both of these properties are currently owned by the Bank of Hampton Roads. Attached to this affidavit as Exhibits 1 and 2 respectively and incorporated by reference are copies of the Multiple Listing Service reports for (a) 301 Capellan Street; and (b) 1313 Thaney Court.
3. These properties are both bank-owned. The previous owner of the Capellan Street property was HRP Ventures LLC. The previous owners of the Thaney Court property were James and Kristi Hunsucker Adams. To the best of my knowledge, these owners left their properties without dispute after they were foreclosed upon.
4. I took the listing for the Capellan Street property in February 2011 and for the Thaney Court property in January 2011. I have been the only listing agent for these properties since they were foreclosed upon.
5. I am aware that the Natural International Land Trust has filed a general warranty deed and a common law lien on the Capellan Street property with the Wake County Register of Deeds. I am also aware that the Nu Vision International Trust has filed a general warranty deed and a common law lien on the Thaney Court property with the Wake County Register of Deeds.

6. I have never met or interacted with anyone claiming to represent the Natural International Land Trust or the Nu Vision International Trust. I have never met or interacted with anyone by the name of Shawn Adrian Pendergraft, Montreal Lee White, Lawrence Christopher White or Malandie Terrell Wilson. I have never received an offer on either the Cappelan Street or Thaney Court properties from any of the above mentioned trusts or individuals. To the best of my knowledge, none of these individuals or trusts had any connection to these properties before filing documents with the Wake County Register of Deeds.

7. I am also unaware of any work that has been performed on either of these properties or any other contractual obligation entered into in connection with these properties that would serve as the basis for the filing of any type of lien on the properties.

8. On at least one occasion, the Nu Vision International Trust placed a "no trespassing" notice on the front door of the Thaney Court property. I discovered this notice while attempting to show the property to prospective buyers. I removed the notice immediately upon discovering it, before these buyers could see it. I am concerned that this issue may harm my ability to solicit offers on these properties or cause problems during closing proceedings.


Peter Greijn

Sworn and subscribed before me

This, the 2nd day of August, 2011

Diana L. Creek

(Notary Public)

My Commission Expires: 11/21/2012



STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF MIKE MORIARTY

The undersigned, being first sworn, deposes and says:

1. My name is Mike Moriarty and I am a realtor with RE/MAX Preferred Associates.

2. I am the current listing agent for the property at 1605 Dogwood View Lane in Raleigh, North Carolina, owned by Juree Kim Jo. I have the exclusive right to sell this property. Attached to this affidavit as Exhibits 1 and 2 respectively and incorporated by reference are copies of the (a) Exclusive Right to Sell Agreement signed by Juree Kim Jo; and (b) the Multiple Listing Service report for this property. This property is a short-sale.

3. I listed this property in March 2011. Since listing the property, I have received offers to purchase the home, but none have been accepted. However, we have not received any offers from Natural International Trust, Nathaniel Church, Shawn Pendergraft, Don McCullers or Malandie Winston. The property has not sold and remains on the market.

5. On June 7, 2011, I received a call from Frank Gombatz, the listing agent for the subdivision, regarding the property. He informed me that he had received a call from a common law group asking for the gate code (the entrance to the neighborhood is gated and passcode protected) and keys to the property.

6. Something did not sound right to me about this request, so I called the contact number Mr. Gombatz provided me ((919) 438-6201) and reached Nathaniel Church on June 7, 2011 to get further information. During our call, Mr. Church expressed an interest in the home, and I agreed to show him the property on June 8, 2011.

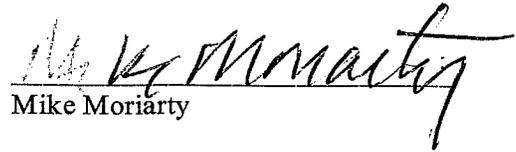
7. On June 8, 2011, I showed the residence to Nathaniel Church, Shawn Pendergraft, Malandie Winston, and Don McCullers. While I was showing the home, the individuals acted as if they were potential buyers. They did not tell me that they owned the property.

8. The showing went well, and I followed up by calling (919) 438-6201 on June 10, 2011. The individual who answered the phone identified himself as Nathaniel Church, but the person sounded like Shawn Pendergraft to me. At that time, the individual who said he was Mr. Church reluctantly informed me that he already owned the property. I was unaware that the property had sold. I told Mr. Church that I was skeptical of his ownership rights and he offered to fax me a copy of the deed and common law lien. On June 13, 2011, Mr. Church sent by facsimile a copy of a deed and a common law lien filed in connection with the property at 1605 Dogwood View Lane. Attached to this affidavit as Exhibits 3 and 4 respectively and incorporated by reference are copies of the (a) General Warranty Deed for 1605 Doogwood View Lane; and (b) the Common Law Lien placed on the property Mr. Church faxed to me.

9. I did not give Nathaniel Church, Shawn Pendergraft, Malandie Winston, or Don McCullers keys to the home or the code to the gate. It was represented to me by Frank Gombatz that the Natural International group contacted Ted Reynolds, the developer/owner of the subdivision to gain the information on the gate code and keys. As far as I know, they have not been able to enter the home or property since I showed them the property on June 8, 2011.

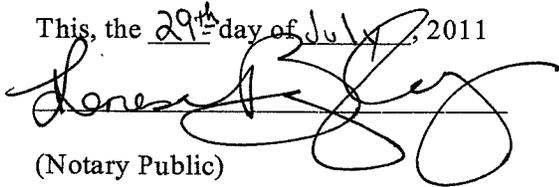
10. I spoke to the homeowner, and she knows of nothing that would entitle these individuals or Natural International to ownership of the home. Both the owner and I are unaware of any work that has been done on the house or of any outstanding bills that are owed in connection to the home to allow anyone or any entity to place a common law lien on the property such as the one Natural International Trust placed on the home on June 3, 2011.

11. At this point, I still have this home listed pursuant to the Exclusive Right to Sell Agreement I entered into with the owner.


Mike Moriarty

Sworn and subscribed before me

This, the 29th day of July, 2011


(Notary Public)

My Commission Expires: 12.7.2014

THERESA BAGLEY
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 12.7.2014

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF BRAD SIMMONS

The undersigned, being first sworn, deposes and says:

1. My name is Brad Simmons and I am a realtor with Allen Tate Realtors.
2. I am the current listing agent for the property 3108 Floresta Drive in Apex, North Carolina, owned by Four Oaks Bank & Trust Company. Attached to this affidavit as Exhibits 1 and 2 respectively and incorporated by reference are copies of the (a) Exclusive Right to Sell Agreement signed by Four Oaks Bank & Trust Company; and (b) the Multiple Listing Service report for this property. This is a bank-owned property that was previously owned by a builder Old Hickory Homes. Four Oaks Bank & Trust, the lender, foreclosed on the property in June 2011.
3. I initially listed this property for the builder Old Hickory Homes in March 2011. In June, when Four Oaks Bank & Trust foreclosed on the property, I agreed to list the property on the bank's behalf.
4. I have had some clients who have made offers to purchase the property, however the property has not sold and remains on the market.
5. I became aware that a common law lien had been placed on the property when Mr. St. Peters called me. I was unaware that the property had sold or that a lien had been placed on the title. After speaking to Mr. St. Peters I went to the home to make sure no one had taken possession of, entered, or tampered with the property. No one had taken possession of the home, and as far as I could tell, no one had entered or tampered with the property. I have, however, replaced the lock box just to be safe.

6. I am not familiar with anyone named Nathaniel John Church or Shawn Pendergraft and have never shown the property to, spoken to or received an offer on the property from anyone by that name. To the best of my knowledge, I have never interacted with anyone from the ONCE International Land Trust. I contacted buyers's agents that have shown the property to their clients in an effort to determine if anyone had shown the house to Nathaniel John Church or Shawn Pendergraft or anyone associated with ONCE International Land. Based on my knowledge and the calls I made, no agent has shown, received an offer from, gone under contract with, or sold the property to Nathaniel John Church or Shawn Pendergraft or anyone associated with ONCE International Land Trust.

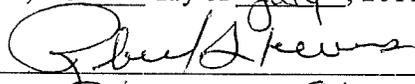
7. I hired a cleaning service to clean the house and I had the well worked on, but all service charges have been paid. I am not aware of anything that would entitle these individuals or ONCE International Land Trust to ownership of the property or to file a common law lien on the property.



Brad Simmons

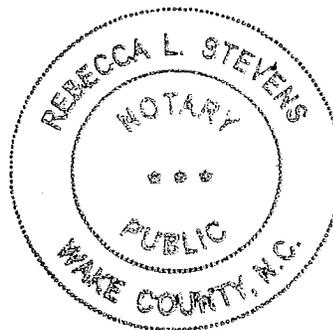
Sworn and subscribed before me

This, the 29 day of July, 2011



Rebecca L. Stevens
(Notary Public)

My Commission Expires: 1-19-2013



1786994 Active Residential LP: \$ 539,500



Property Leased: N Special Conditions: REO/Lender Owned

3108 Floresta Drive

City: Apex Zip: 27539 Area/Sub: 009/I
 Media: 25 VT: No Yr Blt: 2007 List Type: ER
 Subdivision: Brookshire Manor Nbrhd: SP
 Seller's Name: Four Oaks Bank & Trust Company Open House: Sold Dt:

School Information

Elementary 1: Wake - Dillard Elementary 2:
 Middle 1: Wake - West Lake Middle 2:
 High 1: Wake - Middle Creek High 2:
 Directions: Take Ten Ten Rd south to RIGHT on West Lake Rd. Go 6/10ths of mile turn right into Brookshire Manor S/D home is first one on right...

Remarks: This Beautiful Custom Home sitting on 1.06 acres is priced \$118,471 BELOW TAX VALUE! Incredible upgrades throughout the home, Great open floor plan with remarkable details. 3 car garage with ample space for additional storage. The 1st patio is ready for you to install your outdoor kitchen. The 2nd patio is for cool nights in front of the fire. Enjoy your outdoors all 4 seasons.

Rooms / SqFt Information

Living Area	Above Grade: 4578	Below Grade: 0	Total: 4578
Other Area	Above Grade: 213	Below Grade: 0	Total: 213
# Rooms: 15	Beds: 4	Full Baths: 3	Half Baths: 1

Living Area-Room Dim/Levels

Entry Hall:	Office/Study: 17.6X13.6 / Main	Master BR: 17.9X15.4 / Main	Bedroom 5:
Living: 19.2X16.4 / Main	Kitchen: 15.7X15.1 / Main	Bedroom 2: 14.8X13 / Second	Utility: 8.3X5.9 / Main
Dining: 15.9X13 / Main	Breakfast: 16.9X13.2 / Main	Bedroom 3: 16.8X14.6 / Second	Bonus: 23.9X15.5 / Second
Family: 14X13.9 / Main	Htd Snrm: 12.5X17 / Main	Bedroom 4: 14X12.7 / Second	

Other Area-Room Dim/Levels

Garage: 33X22 / Main	Storage:	Patio: 16.6X14.7 / Main	Scrnd Porch:
Carport:	Porch: 6.4x4 / Main	Deck: 20.4X16.5 / Main	

General Information

Lot Dim: 397.3x106.92x96.35x189.51x126.16 Lot #: 1 Appx Acres: 1.06 Foundation: Crawl Zoning: Res
 New Construction: No Framed: Restrictive Covenants: Y
 Builders Name: Old Hickory Homes Inc. HUD Compliant Senior Housing: N In City: No
 HOA Mgmt: HOA Fees 1: \$600 Annually - Req: N Ownership: Less Primary Residence: N

Financing and Taxes

Tax Value: \$657,971 Tax Rate: 0.6140 TM/BK/PAR/LT or Deed Page: 12459/659
 Financial Comments: Special Bank Financing - Below Market - Extremely Motivated please call agent...
 Legal Desc: L01 Brookshire Manor BM2006-01573 Pin #:

Features

Design: 2 Story	Exterior Enclosed Patio, Garden Area, Gutters, Landscaped, Patio, Sprinkler System, Features: Storm Windows
Property Type: Detached	
Construction Type: Site built (Stick)	
Acres: 1-2.9 Acres	
Exterior Stone, Fiber Cement/Partial Brick	
Finish:	
Roof: Shingle	Style: Transitional
A/C: Dual Zone, Heat Pump, A/C Age 3-6 Years	Basement
Fuel-Heat: Natural Gas	Desc:
Fireplace Gas Logs	
Desc:	Flooring: Carpet, Hardwood, Tile, Marble
Lot Desc: Corner Lot	Heating: Dual Zone, Heat Pump
	Water Heater: Gas
	Water/Sewer: Well, Septic Tank
	Parking: 3 Garage
	Financing: Cash, Conventional, FHA, New Needed/VA
	Dining: Breakfast Room, Separate Dining Room/Kitchen/Dining Room
	Washer/Dryer 1st Floor
	Loc:
	Interior 10Ft+ Ceiling, Bath/Shower, Bath/Tub, Bookshelves, Ceiling Fan, Distributed
	Features: Audio, F/Glass Bth, Garden Tub, Granite Counter Tops, Lighting Control, Pantry, Smoke Alarm, Tub/ Sep Shower, Trey Ceiling, Tub/Shower, Walk In Attic, W.I. Closet, Wet Bar
Equip /Appl: Dishwasher, Disposal, Double Oven, Elec. Dryer HU, Garage Opener, Ice Maker Connection, Microwave, Warming Oven	
	Spec. SVC:
	Green
	Features: .
	Green Certs:

Showing Instructions

Show Instruct: Hours of Notice: none, Combo LB	Agent Phone: 919-249-1300	Agent Appt Ph: 919-595-8989
List Agent: 82046/ Brad Simmons	Office Phone: 919-249-1300	
List Office: 71687 / Allen Tate Co. Inc.	CoList Agent Ph:	CoList Appt Ph:
Co List Agent:	Comm to Sub Agt: 0.00/ %/ N	LADOM: 57 CDOM: 146
Comm to Buy Agt: 3.0/ %/ N	Possession: ATC	PE: No
List Type: ER-Exclusive Right		

Comparable Information

Sale Agent:	SA Phone:	Terms:
Sale Office:	SO Phone:	Sold Price:
Pending Date:	Est Closing Dt:	Sold Dt:
Selling Info:		
Financial Concessions (CC):		
Other Concessions:		
Special Circumstances:		

Agent Only Remarks

HOA currently inactive. Outer Loop-Hwy development. We recommend you contact a qualified source for info on potential and proposed highway improvements or construction to determine the possible impact on the property you wish to purchase. DOT Info, call 919-250-4016 or www.doh.dot.state.nc.us - Wake County Planning Dept 919-856-6310, cary 919-469-4082, and Apex 919-234-3426.

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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT
[Consult "Guidelines" (Form 101 G) for guidance in completing this form]

This EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ("Agreement") is entered into (Date) 6/1/2011, between Four Oaks Bank & Trust Company as Seller(s) ("Seller") of the property described below (the "Property"), and Allen Tate Co., Inc. as Listing Firm ("Firm").

Seller represents that, as of the Commencement Date of this Agreement, the Seller is not a party to a listing agreement with any other real estate firm regarding the Property. Seller has received a copy of the "WORKING WITH REAL ESTATE AGENTS" brochure and has reviewed it with Firm.

1. PROPERTY. The Property that is the subject of this Agreement shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

Street Address: 3401 Castlaine Circle aka 3408 Fiorsta Drive
City: Apex Zip 27539
County: Wake, North Carolina
(NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)
Legal Description: (Complete ALL applicable)

- Plat Reference: Lot/Unit 1, Block/Section 1, Subdivision/Condominium Brookshire Manor BM2006-01573, as shown on Plat Book/Slide 12459 at Page(s) 659
The PIN/PID or other identification number of the Property is: 0770213885/0352892
Other description: Brookshire Manor

Some or all of the Property may be described in Deed Book 12459 at Page 659

2. FIXTURES. The following items, if any, and if owned by the Seller, are included free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke/carbon monoxide alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including contents, if any, as of Settlement, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the Property, EXCEPT the following items which are leased or not owned by the Seller or which the Seller does not intend to convey: None

Seller shall repair any damage caused by removal of any items excepted above.

3. PERSONAL PROPERTY. The following personal property shall be transferred to Buyer at no value at Closing: N/A

4. HOME WARRANTY. Seller [] agrees [X] does not agree to obtain and pay for at settlement a one year home warranty for the Property at a cost not to exceed \$. If Seller agrees to obtain and pay for a home warranty at any time, Firm hereby discloses that a fee of will be offered to Firm by the person or entity through or from which any home warranty is obtained as compensation to Firm for its assistance in obtaining the home warranty, and Seller hereby consents to Firm's receipt of such fee.

5. LISTING PRICE. Seller lists the Property at a price of \$ 539,500 on the following terms:

- [X] Cash [X] FHA [X] VA [X] USDA [X] Conventional [] Loan Assumption [X] Seller Financing [] Other
Seller agrees to sell the Property for the Listing Price or for any other price or on any other terms acceptable to Seller.



6. **TERM.** In consideration of the Seller agreeing to list the Property for sale and in further consideration of Firm's services and efforts to find a buyer, Firm is hereby granted the exclusive right to sell the Property from 6/1/2011 ("Commencement Date") until midnight, 6/1/2012 ("Expiration Date").

7. **FIRM'S COMPENSATION.**

(a) **Fee.** Seller agrees to pay Firm a total fee of 7.00 % of the gross sales price of the Property, OR _____ ("Fee"), which shall include the amount of any compensation paid by Firm as set forth in paragraph 8 below to any other real estate firm, including individual agents and sole proprietors ("Cooperating Real Estate Firm").

(b) **Fee Earned.** The Fee shall be deemed earned under any of the following circumstances:

(i) If a ready, willing and able buyer is procured by Firm, a Cooperating Real Estate Firm, the Seller, or anyone else during the Term of this Agreement at the price and on the terms set forth herein, or at any price and upon any terms acceptable to the Seller;

(ii) If the Property is sold, optioned, exchanged, conveyed or transferred, or the Seller agrees, during the Term of this Agreement or any renewal hereof, to sell, option, exchange, convey or transfer the Property at any price and upon any terms whatsoever; or

(iii) If the circumstances set out in (i) or (ii) above have not occurred, and if, within 90 days after the Expiration Date the ("Protection Period"), Seller either directly or indirectly sells, options, exchanges, conveys or transfers, or agrees to sell, option, exchange, convey or transfer the Property upon any terms whatsoever, to any person with whom Seller, Firm, or any Cooperating Real Estate Firm communicated regarding the Property during the Term of this Agreement or any renewal hereof, provided the names of such persons are delivered or postmarked to the Seller within 15 days after the Expiration Date. HOWEVER, Seller shall NOT be obligated to pay the Fee if a valid listing agreement is entered into between Seller and another real estate broker and the Property is subsequently sold, optioned, exchanged, conveyed or transferred during the Protection Period.

(c) **Fee Due and Payable.** Once earned as set forth above, the Fee will be due and payable at the earlier of:

(i) Closing on the Property;

(ii) The Seller's failure to sell the Property (including but not limited to the Seller's refusal to sign an offer to purchase the Property at the price and terms stated herein or on other terms acceptable to the Seller, the Seller's default on an executed sales contract for the Property, or the Seller's agreement with a buyer to unreasonably modify or cancel an executed sales contract for the Property); or

(iii) Seller's breach of this Agreement.

(d) **Transfer of Interest in Business Entity.** If Seller is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the Fee shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Seller at the time of the transfer.

(e) **Additional Compensation.** If additional compensation, incentive, bonus, rebate and/or other valuable consideration ("Additional Compensation") is offered to the Firm from any other party or person in connection with a sale of the Property, Seller will permit Firm to receive it in addition to the Fee. Firm shall timely disclose the promise or expectation of receiving any such Additional Compensation and confirm the disclosure in writing before Seller makes or accepts an offer to sell. (NOTE: NCAR Form #770 may be used to confirm the disclosure of any such Additional Compensation)

(f) **Attorney Fees and Costs.** If Firm is the prevailing party in any legal proceeding brought by Firm against Seller to recover any or all of the Fee, Firm shall be entitled to recover from Seller reasonable attorney fees and court costs incurred by Firm in connection with the proceeding.

8. **COOPERATION WITH/COMPENSATION TO OTHER FIRMS.** Firm has advised Seller of Firm's company policies regarding cooperation and the amount(s) of any compensation that will be offered to other brokers, including but not limited to, seller subagents, buyer agents or both, brokers who do or do not participate in a listing service and brokers who are or are not REALTORS®. Seller authorizes Firm to (Check ALL applicable authorizations):

- Cooperate with subagents representing the Seller and offer them the following compensation: _____ % of the gross sales price or \$ _____; and/or,
- Cooperate with buyer agents representing the buyer and offer them the following compensation: 3.0 % of the gross sales price or \$ _____; and/or,
- Cooperate with and compensate other Cooperating Real Estate Firms according to the Firm's attached policy.

Firm will promptly notify Seller if compensation offered to a Cooperating Real Estate Firm is different from that set forth above. Agents with Cooperating Real Estate Firms must orally disclose the nature of their relationship with a buyer (subagent or buyer agent) to Firm at the time of initial contact with Firm, and confirm that relationship in writing no later than the time an offer to purchase is submitted for the Seller's consideration. Seller should be careful about disclosing confidential information because agents representing buyers must disclose all relevant information to their clients.

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9. **FIRM'S DUTIES.** Firm agrees to provide Seller the benefit of Firm's knowledge, experience and advice in the marketing and sale of the Property. Seller understands that Firm makes no representation or guarantee as to the sale of the Property, but Firm agrees to use its best efforts in good faith to find a buyer who is ready, willing and able to purchase the property. In accordance with the REALTORS® Code of Ethics, Firm shall, with Seller's approval, in response to inquiries from buyers or Cooperating Real Estate Firms, disclose the existence of offers on the Property. Where Seller authorizes disclosure, Firm shall also disclose whether offers were obtained by the individual agent who signs this Agreement, another agent of the Firm, or by a Cooperating Real Estate Firm. Seller acknowledges that real estate brokers are prohibited by N.C. Real Estate Commission rule from disclosing the price or other material terms contained in a party's offer to purchase, sell, lease, rent or option real property to a competing party without the express authority of the party making the offer.

Seller acknowledges that Firm is required by law to disclose to potential purchasers of the Property all material facts pertaining to the Property about which the Firm knows or reasonably should know, and that REALTORS® have an ethical responsibility to treat all parties to the transaction honestly. Seller further acknowledges that Firm is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Seller, including but not limited to an attorney, insurance agent, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, or contractor. Although Firm may provide Seller the names of providers who claim to perform such services, Seller understands that Firm cannot guarantee the quality of service or level of expertise of any such provider. Seller agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes. Seller also agrees to indemnify and hold Firm harmless from and against any and all liability, claim, loss, damage, suit, or expense that Firm may incur either as a result of Seller's selection and use of any such provider or Seller's election not to have one or more of such services performed.

THE AGENT (FIRM) SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.

10. **MARKETING.** Seller authorizes Firm (*Check ALL applicable sections*):
- Signs.** To place "For Sale," "Under Contract," "Sale Pending," or other similar signs on the Property (where permitted by law and relevant covenants) and to remove other such signs.
 - Lock/Key Boxes.** To place a lock/key box on the Property.
 - Open Houses.** To conduct open houses of the Property at such times as Seller and Firm may subsequently agree.
 - Listing Service.** To submit pertinent information concerning the Property to any listing service of which Firm is a member or in which any of Firm's agents participate and to furnish to such listing service notice of all changes of information concerning the Property authorized in writing by Seller. Seller authorizes Firm, upon execution of a sales contract for the Property, to notify the listing service of the pending sale and the expiration date of any due diligence period, and upon closing of the sale, to disseminate sales information, including sales price, to the listing service, appraisers and real estate brokers.
 - Advertising Other Than On The Internet.** To advertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the extent and in such manner as Firm may decide.
 - Internet Advertising.** To display information about the Property on the Internet either directly or through a program of any listing service of which the Firm is a member or in which any of Firm's agents participate, and authorizes other firms who belong to any listing service of which the Firm is a member or in which any of Firm's agents participate to display information about the Property on the Internet in accordance with the listing service rules and regulations. Seller specifically authorizes the display of the address of the Property, automated estimates of the market value of the Property and third-party comments about the Property. If seller desires to limit or prohibit Internet advertising as set forth above, seller must complete an opt-out form in accordance with listing service rules.

NOTE: NCAR Form #105 may be used to limit or prohibit Internet advertising and explains how such limitations may or may not be effective.

Seller acknowledges and understands that while the marketing services selected above will facilitate the showing and sale of the Property, there are risks associated with allowing access to and disseminating information about the Property that are not within the reasonable control of the Firm, including but not limited to:

- (a) unauthorized use of a lock/key box,
- (b) control of visitors during or after a showing or an open house,
- (c) inappropriate use of information about the Property placed on the Internet or furnished to any listing service in which the Firm participates.

[Handwritten initials]

[Handwritten initials]

Seller therefore agrees to indemnify and hold harmless Firm from any damages, costs, attorneys' fees and other expenses as a result of any personal injury or property loss or damage to Seller or any other person not caused by Firm's negligence arising directly or indirectly out of any such marketing services.

11. **EARNEST MONEY.** Unless otherwise provided in the sales contract, any initial and additional earnest money deposits and any other earnest monies paid in connection with any transaction shall be held by the Firm, in escrow, until the consummation or termination of the transaction. Any earnest money forfeited by reason of the buyer's default under a sales contract shall be divided equally between the Firm and Seller. In no event shall the sum paid to the Firm because of a buyer's default be in excess of the fee that would have been due if the sale had closed as contemplated in the sales contract. In accordance with NC General Statutes Section 93A-12, if a dispute regarding the return or forfeiture of any earnest money deposit arises between Seller and the buyer, the escrow agent holding the deposit may deposit the disputed monies with the appropriate Clerk of Court following written notice to the parties. In the event of any such dispute, Seller directs Firm to disclose Seller's last known mailing address to the escrow agent upon request to enable the escrow agent to comply with the notice requirement of such law.

12. **SELLER REPRESENTATIONS.**

(a) **Flood Hazard Disclosure/Insurance.** To the best of Seller's knowledge, the Property is is not located partly or entirely within a designated Special Flood Hazard Area. The Seller does does not currently maintain flood hazard insurance on the Property.

(b) **Synthetic Stucco.** To the best of Seller's knowledge, the Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system," commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows:

(c) **Owners' Association.** To the best of Seller's knowledge there is is not an owners' association which imposes various mandatory covenants, conditions and restrictions upon the Property. If there is an owners' association, Seller agrees to promptly complete an Owners' Association Disclosure and Addendum (Standard Form 2A12-T) at Seller's expense and to attach it as an addendum to any contract for the sale of the Property.

(d) **Termite Bond.** To the best of Seller's knowledge there is is not a termite bond on the Property. If there is a termite bond, it is is not transferable. If transferable, the transfer cost is \$ _____, and the bonding company is: _____

(e) **Ownership.** Seller represents that Seller:

- has owned the Property for at least one year;
- has owned the Property for less than one year
- does not yet own the Property

If Seller does not yet own the Property, Seller agrees to promptly provide Firm information pertaining to Seller's acquisition of the Property, such as a copy of a sales contract or option for the Property, and to keep Firm timely informed of all developments pertaining to Seller's acquisition of the Property.

(f) **Residence.** Seller represents that the Property is or is not the Seller's primary residence

(g) **Receipt of Sample Forms.**

- Seller acknowledges receipt of a sample copy of an Offer to Purchase And Contract (form 2-T) or Offer to Purchase and Contract—New Construction (form 800-T), as may be appropriate for review purposes.
- Seller acknowledges receipt of a sample copy of a Professional Services Disclosure and Election form (form #760) for review purposes.

(h) **Current Liens.** Seller represents to the best of Seller's knowledge:

(1) The Property is is not encumbered by a deed of trust or mortgage. Complete any of the following where applicable:

(i) There is a first deed of trust or mortgage on the Property securing a loan held by:

Lender Name: _____ Account #: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

(ii) There is a second deed of trust or mortgage on the Property securing a loan held by:

Lender Name: _____ Account #: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

(iii) There is a deed of trust or mortgage on the Property securing an equity line of credit held by:

Lender Name: _____ Account #: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

(2) Seller is current on all payments for the loans identified in numbered items (i), (ii) and (iii) above except as specified in (7) below.

(3) Seller is not in default on any loan identified in numbered items (i), (ii) and (iii) above and has not received any notice(s) from the holder of any loan identified in numbered items (i), (ii) and (iii) above or from any other lien holder of any kind, regarding a default under the loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure except as specified in (7) below.

(4) There are not any liens secured against the Property for Federal, State or local income taxes, unpaid real property taxes, unpaid condominium or homeowners' association fees, mechanics', laborers' or materialmen's liens, or other liens affecting the Property, and Seller has no knowledge of any matter that might result in a lien affecting the Property except as specified in (7) below.

(5) There are not any judgments against Seller affecting the Property, and Seller has no knowledge of any matter that might result in a judgment that may potentially affect the Property except as specified in (7) below.

(6) There are not any Uniform Commercial Code (UCC) fixture filings affecting the Property, and Seller has no knowledge of any matter that might result in a UCC fixture filing affecting the Property except as specified in (7) below.

(7) Specify any information, including approximate balances, required by Seller representations (2) through (6) above
NOTE: Outstanding liens may affect Seller's net proceeds: _____

(i) **Bankruptcy.** Seller currently:

(1) is is not under bankruptcy protection under United States law.

(2) is is not contemplating seeking bankruptcy protection during the term of this Agreement.

(j) **Access.** Seller represents that the Property has legal access to a public right of way. If access is by private road/easement/other, Seller further represents that there is is not an agreement regarding the maintenance of such private road/easement/other means of access. If applicable, Seller agrees to promptly provide Firm information pertaining to any such agreement.

(k) **Lease(s).** To the best of Seller's knowledge, the Property is is not subject to any lease(s). If applicable, Seller agrees to promptly provide Firm a copy of any such lease(s) or a written statement of the terms of any oral lease(s).

(l) **VA/FHA Appraisal.** To the best of Seller's knowledge, a VA or FHA appraisal has has not been performed on the Property within six months prior to the Commencement Date. If applicable, Seller agrees to promptly provide Firm a copy of any such appraisal if available.

(m) **Special Assessments.** To the best of Seller's knowledge, there are no Proposed or Confirmed Special Assessments (as defined in the sample contract form provided to Seller) regarding the Property except as follows (Insert "none" or the identification of such assessments, if any): None

If, during the term of this Agreement, Seller becomes aware that any of the representations set forth in this paragraph 12 are incorrect or no longer accurate, Seller shall promptly notify Firm and cooperate with Firm in taking appropriate corrective action.

13. **SELLER'S DUTIES.** Seller agrees to cooperate with Firm in the marketing and sale of the Property, including but not limited to:

(a) providing to Firm, in a timely manner, accurate information including but not limited to the Residential Property Disclosure Statement (unless exempt), and the Lead-Based Paint or Lead-Based Paint Hazard Addendum with respect to any residential dwelling built prior to 1978;

(b) making the Property available for showing (including working, existing utilities) at reasonable times and upon reasonable notice;

(c) providing Firm as soon as reasonably possible after the execution of this Agreement copies of the following documents (where relevant) in the possession of Seller:

(1) restrictive covenants affecting the Property;

(2) bylaws, articles of incorporation, rules and regulations, and other governing documents of the owners' association and/or the subdivision;

(3) title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Firm, (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Firm, and (3) the owners' association manager (or other authorized representative) to release and disclose copies of all documents referenced in subparagraphs (c)(1) and (c)(2) above. Seller acknowledges and understands that Firm is under no obligation to acquire any of the information referenced in this subparagraph (c) or to verify the accuracy of any such information that may be provided to Firm.

(d) immediately referring to Firm all inquiries or offers it may receive regarding the Property; showing the Property only by appointment made by or through Firm; and conducting all negotiations through Firm;

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(e) executing and delivering at settlement a GENERAL WARRANTY DEED conveying fee simple marketable title to the Property, including legal access to a public right of way, free of all encumbrances except ad valorem taxes for the current year, utility easements, rights-of-way, and unviolated restrictive covenants, if any, and those encumbrances that the buyer agrees to assume in the sales contract.

Seller represents that the Seller has the right to convey the Property, and that there are currently no circumstances that would prohibit the Seller from conveying fee simple marketable title as set forth in the preceding sentence, except as follows (*insert N/A if not applicable*): N/A

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching NCAR form 104 as an addendum to this Agreement.)

(f) providing Firm, in a timely manner, any information necessary (including any information omitted under Paragraph 12) to enable Firm to prepare an estimate of Seller's net proceeds at settlement. Seller acknowledges and understands that any such estimate is an approximation only and that Seller should verify the accuracy of the calculations.

14. **HOME INSPECTION:** Seller is advised to obtain a home inspection for the purpose of evaluating the condition of the Property in order to enhance its marketability and to help reduce concerns of prospective buyers. Seller agrees does not agree to obtain and pay for a home inspection by a licensed NC Home Inspector within 0 days after the execution of this agreement.

Seller acknowledges receipt of a copy of *Questions and Answers on: Home Inspections* by the NC Real Estate Commission.

15. **ADDITIONAL TERMS AND CONDITIONS.** The following additional terms and conditions shall also be a part of this Agreement: _____

16. **DUAL AGENCY.** Seller understands that the potential for dual agency will arise if a buyer who has an agency relationship with Firm becomes interested in viewing the Property. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.

(a) **Disclosure of Information.** In the event Firm serves as a dual agent, Seller agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (1) that a party may agree to a price, terms, or any conditions of sale other than those offered;
- (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

(b) **Firm's Role as Dual Agent.** If Firm serves as agent for both Seller and a buyer in a transaction involving the Property, Firm shall make every reasonable effort to represent Seller and buyer in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and buyer. Seller understands and acknowledges that:

- (1) Prior to the time dual agency occurs, Firm will act as Seller's exclusive agent;
- (2) In its separate representation of Seller and buyer, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (3) Firm is required by law to disclose to Seller and buyer any known or reasonably ascertainable material facts.

Seller agrees Firm shall not be liable to Seller for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

(c) **Seller's Role.** Should Firm become a dual agent, Seller understands and acknowledges that:

- (1) Seller has the responsibility of making Seller's own decisions as to what terms are to be included in any purchase and sale agreement with a buyer client of Firm;
- (2) Seller is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Seller and buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
- (3) Seller has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (4) Seller may seek independent legal counsel to assist Seller with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.





Should Firm become a dual agent, Seller waives all claims, damages, losses, expenses or liabilities, other than for violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Seller shall have a duty to protect Seller's own interests and should read any purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Seller wants included in said agreement.

(d) Authorization (*initial only ONE*).

_____  Seller authorizes the Firm to act as a dual agent, representing both the Seller and the buyer, subject to the terms and conditions set forth in Paragraph 16.

_____ Seller desires exclusive representation at all times during this agreement and does NOT authorize Firm to act in the capacity of dual agent. *If Seller does not authorize Firm to act as a dual agent, the remainder of this paragraph shall not apply.*

(e) Designated Agent Option (*Initial only if applicable*).

_____ Seller hereby authorizes the Firm to designate an individual agent(s) to represent the Seller, to the exclusion of another individual agents associated with the Firm. The individual designated agent(s) shall represent only the interests of the Seller to the extent permitted by law.

NOTE: When dual agency arises, an individual agent shall not practice designated agency and shall remain a dual agent if the individual agent has actually received confidential information concerning a buyer client of the Firm in connection with the transaction or if designated agency is otherwise prohibited by law.

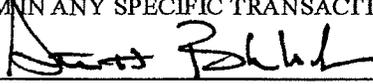
17. **MEDIATION.** If a dispute arises out of or related to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If the need for mediation arises, the parties will choose a mutually acceptable mediator and will share the cost of mediation equally.

18. **ENTIRE AGREEMENT/CHANGES/TERMINATION.** This Agreement constitutes the entire agreement between Seller and Firm and there are no representations, inducements, or other provisions other than those expressed herein. This Agreement may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument. All changes, additions, or deletions to this Agreement must be in writing and signed by both Seller and Firm. Seller acknowledges and understands that this Agreement constitutes a binding contract between Seller and Firm. Although Seller may at any time withdraw from the fiduciary relationship existing between Seller and Firm, the contract created by this Agreement may not be terminated by Seller or Firm prior to its Expiration Date without legally sufficient cause. Any such termination shall be by mutually-acceptable written agreement signed by both Seller and Firm.



Seller and Firm each acknowledge receipt of a signed copy of this Agreement.

THE NORTH CAROLINA ASSOCIATION OF REALTORS[®], INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Seller: Four Oaks Bank & Trust Company 
Print Name Signature

Contact Information: Home (919) 963-1159 Work Cell shblalock@fouroaksbank.com Email

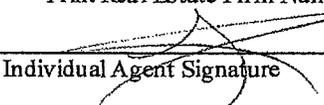
Mailing Address: PO Box 309 Four Oaks, NC 27524

Seller: _____
Print Name Signature

Contact Information: _____
Home Work Cell Email

Mailing Address: _____

Firm: Allen Tate Co., Inc. Phone: 919-924-7083
Print Real Estate Firm Name

By:  269956
Individual Agent Signature Individual Agent License Number

Office Address: 3420 Ten-Ten Rd. Ste. 300 Cary NC 27518

Office Phone: 919-924-7083 Fax: 919-249-1301 E-mail: Brad.Simmons@allentate.com

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF LEE ST. PETER

The undersigned, being first sworn, deposes and says:

1. My name is Lee St. Peter and I am a realtor with Prudential York Simpson Underwood Realty.

2. I am the listing agent for the property at 6405 Mountain Grove Lane, Wake Forest, North Carolina, that is currently owned by Deutsche Bank National Trust Company ("Deutsche Bank"). This property is currently managed for the lender by OneWest Services, LLC, a property management company based in Austin, Texas. Attached to this affidavit as Exhibit 1 and incorporated by reference is a copy of the Multiple Listing Service report (MLS number 1771381) for this property.

3. The bank purchased this property at a foreclosure sale. Ryan and Allison Shoaf owned this property before the bank foreclosed on it.

4. I became the listing agent for this property at 6405 Mountain Grove Lane on March 3, 2011.

5. I am also the current listing agent for 1208 Graedon Drive, Raleigh, North Carolina, owned by DLJ Mortgage Capital, Inc. This property is currently managed for the lender by Select Portfolio Servicing, Inc., a property management company based in Salt Lake City, Utah. Attached to this affidavit as Exhibit 2 and incorporated by reference is a copy of the Multiple Listing Service report (MLS number 1781378) for this property.

6. DLJ Mortgage Capital, Inc. Purchased the property at 1208 Graedon Drive at a foreclosure sale. Patrick J. Smith owned this property before the lender foreclosed on it.

7. I became the listing agent for this property at 1208 Graedon Drive on April 28, 2011.

8. Around noon on Friday, July 8, I learned from Karl Zellman, a realtor showing 6405 Mountain Grove Lane to a potential buyer, that the "for sale" sign and the lock box were no longer on the property. Mr. Zellman also related to me that the people who were currently occupying the house claimed that they purchased the home and had transferred the utilities to their names.

9. That afternoon, acting on the information I received from Mr. Zellman, I traveled to Wake Forest to visit the 6405 Mountain Grove Lane property. I found that the "for sale" sign and lock box were not on the property and that the current occupants had apparently changed the locks on the property. I did not find any occupants at the house when I visited.

10. After finding out that someone was living in the property and had changed the locks, I posted the property with no trespassing signs that included my name and phone number. I did not re-key the locks at that time because I was not completely certain that the bank had not sold the property by another means. I later returned to the property on Sunday, July 10, to attempt to speak with the current occupants, but again found no one home.

11. On the evening of Friday, July 8, I received, from an anonymous source, facsimiles of a deed for 6405 Mountain Grove Lane as well as a cease and desist order regarding that property. The deed listed "ONCE International Land Trust" as both the grantor and the grantee. The facsimiles included no cover letter or other identifying point of contact.

12. On Friday evening I checked the Wake County Register of Deeds for ONCE

International Land Trust and found the same deed for the 6405 Mountain Grove Lane property that I had received from the anonymous source.

13. I also noticed on the same search results page a deed for the 1208 Graedon Drive property listing "ONCE International Land Trust" as both grantor and grantee. Shawn Adrian Pendergraft signed this deed. No one had changed the locks at the 1208 Graedon Drive property.

14. Deutsche Bank has not sent me any information concerning any sale of the property at 6405 Mountain Grove Lane. Likewise, DLJ Mortgage Capital has not sent me any information about any sale of the 1208 Graedon Drive property. I know that large institutions such as Deutsche Bank and DLJ Mortgage Capital seldom sell homes without the services of a realtor, and as the listing agents for those properties, those lenders would almost certainly have told me if they had sold the home.

15. That same Friday evening, I emailed the property management companies that manage these properties for the lenders to verify that the properties were still owned by the financial institutions. On Monday, July 11, the property management companies responded and assured me that the financial institutions had not sold or otherwise transferred title, or authorized another party to sell or otherwise transfer title to these properties.

16. Around noon on Monday, July 11, I received a call from Don Cornelius McCullers. He informed me that he had bought the 6405 Mountain Grove Lane property directly from the bank for \$652,000 in cash and that he had taken the utilities account under his name. He refused my request to send me a copy of the purchase contract or any HUD documents. He also informed me that no lawyer had been involved with the transaction. I suggested to him that

his purchase was almost certainly not valid and advised him to attempt to recover the money he paid on the sale. At that point, the call was disconnected.

17. About a half hour after the first call, I received a another call from Mr. McCullers. He apologized that the phone had dropped the call, said he would try to recover his money, and thanked me for my time. I remember being struck by his seeming nonchalance about potentially having lost \$652,000. After speaking with Mr. McCullers, I looked up the contact information for ONCE International Land Trust and determined that its business address was listed at 914 N. Arendell Ave. Zebulon, North Carolina.

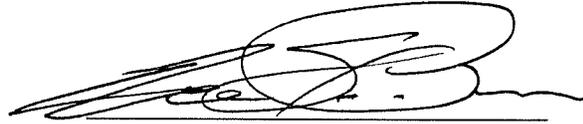
18. On Monday, July 11, the property management company changed the locks on the property to ensure that the occupants would no longer be able to enter the property. I believe the property is not currently occupied.

19. About a week after speaking with Mr. McCullers, I received a call from Michael Moriarty, a fellow realtor, who told me that he also has had property that has been targeted by a land trust. I told Mr. Moriarty about the recent events with 6405 Mountain Grove Lane, 1208 Graedon Drive, and ONCE International Land Trust, and I also shared the location listed as the business address of ONCE International Land Trust. That address was, in fact, a daycare facility.

20. Prior to these events, I was not familiar with ONCE International Land Trust, Don Cornelius McCullers, or Shawn Adrian Pendergraft. I have never received an offer on the property from any party with these names. No one with my organization, Select Portfolio Servicing, Inc., OneWest Services, LLC, DLJ Mortgage Capital, Inc., or Deutsche Bank has any relationship with ONCE International Land Trust, Don Cornelius McCullers, or Shawn Adrian

Pendergraft of which I am aware.

21. I am also unaware of any work that has been performed on either of these properties or any other contractual obligation entered into in connection with these properties that would serve as the basis for the filing of any type of lien on the properties.



Lee St. Peter

Sworn and subscribed before me

This, the 4th day of Aug., 2011

Kay V. Moore

(Notary Public) KAY V. MOORE

My Commission Expires: 10-14-12

