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REGISTER OF DEEDS

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Alleghany County 04-02-2007
NORTH CAROLINA
Real Estate
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STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

ALLEGHANY COUNTY
SPO File Number 003-AN
Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

402216 2145 (5)
402217 5743 (5)

THIS CONSERVATION EASEMENT DEED, made this 2nd day of April, 2007, by **Willow Investment, LLC,** ("**Grantor**"), whose mailing address is **218 Willow Bend Dr. Galax, VA. 24333**, to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

TAX INFORMATION RECORDED
ALLEGHANY TAX COLLECTOR
Sherry Combs 4/02/07

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement

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Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Cherry Lane Township, Alleghany County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 155.75 acres and 48.97 acres being conveyed to the Grantor by deed as recorded in **Deed Book 291, at Page 330-332,** of the Alleghany County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of **UT to Crab Creek**

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a described area of the Property, referred to hereafter as the "**Easement Area**", and "for the benefit of the people of North Carolina, and being all of the tract of land as identified as **Tract 1: 20.747 acres Less Highway Right of Way of 0.938 acres (precisely 19.809 acres)** and **Tract 2: 27.007 acres less Highway Righ of Way of 0.735 acres (precisely 26.272 acres)** as shown on a plat of survey entitled "**Current Surveying & Mapping , P.A. 1353 Brushy Mountain Road, Wilkesboro, NC 28697**" dated **1/09/07**, certified by **Richard C. Current, Professional Land Surveyor No. L-756** and **recorded in Map Book 9, Page 440,** Alleghany County Registry further described in legal descriptions attached identified as :

Exhibit I and Exhibit II Attached

This description is subject to all Notes on State of North Carolina (Job# ALL0602 Tract 1) dtd November 7, 2006 (Revised February 28, 2007) prepared by Current Surveying and Mapping, P.A.

The purposes of this Conservation Easement are to maintain, restore, enhance, create and preserve wetland and/or riparian resources in the Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. The following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads.

B. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area.

E. Agricultural Use. All agricultural uses within the Easement Area including any use for cropland, waste lagoons, or pastureland are prohibited.

F. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area.

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Area. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

H. Signs. No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area may be allowed.

I. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material in the Easement Area is prohibited.

J. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

K. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. Subdivision and Conveyance. Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying fee that is subject to this Easement is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee for the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future transfer of the fee simple shall be subject to this Conservation Easement. Any transfer of the fee is subject to the Grantee's right of ingress, egress, and regress over and across the Property to the Easement Area for the purposes set forth herein.

M. Development Rights. All development rights are removed from the Easement Area and shall not be transferred.

N. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is consistent with the purposes of this Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

A. Ingress, Egress, Regress and Inspection. The Grantee, its employees and agents, successors and assigns, receive the perpetual right of general ingress, egress, and regress to the Easement Area over the Property at reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, their successors or assigns, for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under

emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, their successors or assigns, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

V. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

B. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other address(es) as either party establishes in writing upon notification to the other.

C. Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Conservation Easement herein created.

D. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

E. This Conservation Easement may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

F. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Easement Area, and the right of quiet enjoyment of the Easement Area.

TO HAVE AND TO HOLD the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation Easement herein granted; that the same are free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

_____ (SEAL)
Member-Manager

_____ (SEAL)
Member-Manager

Corporate Seal

Willow Investment LLC (Seal)

NORTH CAROLINA

COUNTY OF Alleghany

I, Jean R. Osborne, a Notary Public in and for the County and State aforesaid, do hereby certify that J. Keith Andrews and Rita C. Andrews are Manager/ Member of the Limited Liability Company , personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 2 day of April, 2007.

Jean R. Osborne
Notary Public

JEAN R. OSBORNE
NOTARY PUBLIC
Alleghany County
North Carolina
My Commission Expires 6-12-2010

My commission expires:

6-12-2010

Exhibit I

Conservation Easement Area Tract I

State of North Carolina
Glade Creek Township, Alleghany County, N.C.
November 7, 2006

A certain tract or parcel of land containing 20.747 Acres lying in Glade Creek Township, Alleghany County, N.C. and being more particularly described as follows:

Beginning on a 5/8" rebar, said rebar being located South 57 degrees 21 minutes 58 seconds West 261.92 feet from a 5/8" rebar found in place, said rebar found in place being located South 00 degrees 36 minutes 21 seconds East 214.14 feet from a 5/8" rebar found in place as shown on Plat Bk. 4, Pg. 15, thence from the TRUE POINT OF BEINNING South 39 degrees 44 minutes 33 seconds East 190.68 feet to a 5/8" rebar, thence North 84 degrees 57 minutes 37 seconds East 400.02 feet to a 5/8" rebar, thence North 50 degrees 07 minutes 55 seconds East 208.71 feet to a 5/8" rebar, thence North 09 degrees 10 minutes 09 seconds West 122.68 feet to a 5/8" rebar, thence North 00 degrees 48 minutes 22 seconds East 68.48 feet to a 5/8" rebar, thence North 87 degrees 57 minutes 45 seconds East 129.86 feet to a 5/8" rebar, thence South 38 degrees 38 minutes 52 seconds East 139.14 feet to a 5/8" rebar, thence South 53 degrees 06 minutes 42 seconds West 75.30 feet to a 5/8" rebar, thence South 26 degrees 25 minutes 22 seconds West 72.29 feet to a 5/8" rebar, thence South 51 degrees 55 minutes 35 seconds West 309.68 feet to a 5/8" rebar, thence South 33 degrees 14 minutes 22 seconds West 342.66 feet to a 5/8" rebar, thence South 81 degrees 07 minutes 59 seconds East 272.88 feet to a 5/8" rebar, thence North 78 degrees 14 minutes 03 seconds East 406.70 feet to a 5/8" rebar, thence North 54 degrees 40 minutes 49 seconds East 126.00 feet to a 5/8" rebar, thence North 46 degrees 04 minutes 49 seconds East 204.50 feet to a 5/8" rebar, thence North 60 degrees 44 minutes 45 seconds East 72.53 feet to a 5/8" rebar, thence North 78 degrees 01 minute 54 seconds East 79.42 feet to a 5/8" rebar, thence South 06 degrees 33 minutes 12 seconds West 565.70 feet to a point in Hwy. 18, thence with said road the next eleven (11) calls and distances South 76 degrees 24 minutes 04 seconds West 146.42 feet to a P.K. nail, thence South 76 degrees 20 minutes 40 seconds West 173.81 feet to a point, thence South 78 degrees 52 minutes 03 seconds West 149.65 feet to a P.K. nail, thence South 84 degrees 01 minute 46 seconds West 99.65 feet to a point, thence South 88 degrees 36 minutes 10 seconds West 85.07 feet to a P.K. nail, thence North 85 degrees 49 minutes 45 seconds West 100.76 feet to a point, thence North 80 degrees 56 minutes 24 seconds West 59.90 feet to a P.K. nail, thence North 75 degrees 27 minutes 02 seconds West 121.29 feet to a point, thence North 69 degrees 14 minutes 11 seconds West 697.87 feet to a P.K. nail, thence North 68 degrees 50 minutes 45 seconds West 292.69 feet to a P.K. nail, thence North 68 degrees 15 minutes 22 seconds West 116.60 feet to a point, thence leaving said road North 21 degrees 41 minutes 16 seconds East 29.87 feet to a ¾" pipe found in place, thence North 57 degrees 21 minutes 57 seconds East 704.25 feet to the point of Beginning. Containing 20.747 Acres by Coordinate Computation less Highway Right of Way of 0.938 Acre. Actual field survey done under the direction and supervision of Richard C. Current, Reg. No. L-756. This description is subject to all Notes on State of North Carolina (Job # ALL0602 Tract 1) dtd November 7, 2006 (Revised February 28, 2007) prepared by Current Surveying & Mapping, P.A.

THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY RICHARD C. CURRENT, REG. NO. L-756, FEBRUARY 28, 2007. THIS MEDIUM SHALL NOT BE CONSIDERED A CERTIFIED DOCUMENT.

Exhibit II Conservation Easement Area Tract 2

State of North Carolina
Glade Creek Township, Alleghany County, N.C.
November 7, 2006

A certain tract or parcel of land containing 27.007 Acres lying in Glade Creek Township, Alleghany County, N.C. and being more particularly described as follows:

Beginning on a ½" pipe found in place, said pipe being the Northwest corner of Bk. 170, Pg. 328, thence South 04 degrees 36 minutes 55 seconds East passing through a ¾" pipe found in place at 911.20 feet a total distance of 937.65 feet to a point in Hwy. 18, thence with said road the next five (5) calls and distances South 68 degrees 22 minutes 45 seconds West 168.75 feet to a P.K. nail, thence South 72 degrees 07 minutes 50 seconds West 231.39 feet to a P.K. nail, thence South 75 degrees 37 minutes 24 seconds West 234.00 feet to a P.K. nail, thence South 76 degrees 28 minutes 39 seconds West 683.17 feet to a P.K. nail, thence South 76 degrees 24 minutes 04 seconds West 284.08 feet to a point, thence leaving said road North 06 degrees 33 minutes 12 seconds East 565.70 feet to a point, thence North 78 degrees 01 minute 54 seconds East 33.99 feet to a 5/8" rebar, thence South 88 degrees 53 minutes 04 seconds East 279.07 feet to a 5/8" rebar, thence South 86 degrees 48 minutes 12 seconds East 349.42 feet to a 5/8" rebar, thence South 40 degrees 08 minutes 20 seconds East 145.36 feet to a 5/8" rebar, thence North 77 degrees 29 minutes 54 seconds East 122.25 feet to a 5/8" rebar, thence North 35 degrees 29 minutes 54 seconds East 97.29 feet to a 5/8" rebar, thence North 47 degrees 45 minutes 01 second East 288.82 feet to a 5/8" rebar, thence North 20 degrees 34 minutes 19 seconds East 147.34 feet to a 5/8" rebar, thence North 09 degrees 07 minutes 27 seconds East 96.32 feet to a 5/8" rebar, thence North 10 degrees 25 minutes 22 seconds West 77.60 feet to a 5/8" rebar, thence North 51 degrees 16 minutes 39 seconds West 114.70 feet to a 5/8" rebar, thence North 02 degrees 45 minutes 10 seconds East 228.43 feet to a 5/8" rebar, thence North 66 degrees 51 minutes 36 seconds West 95.57 feet to a 5/8" rebar, thence North 10 degrees 33 minutes 56 seconds West 305.35 feet to a 5/8" rebar, thence North 01 degree 51 minutes 38 seconds West 135.76 feet to a 5/8" rebar, thence North 08 degrees 02 minutes 15 seconds West 287.08 feet to a 5/8" rebar, thence North 13 degrees 21 minutes 18 seconds West 607.29 feet to a 5/8" rebar, thence North 28 degrees 10 minutes 05 seconds West 157.20 feet to a 5/8" rebar, thence North 21 degrees 14 minutes 07 seconds West 222.52 feet to a 5/8" rebar, thence North 48 degrees 36 minutes 43 seconds West 10.75 feet to a 5/8" rebar, thence North 81 degrees 21 minutes 06 seconds East 555.04 feet to a stone found in place, thence South 04 degrees 23 minutes 02 seconds West 1734.92 feet to a 5/8" rebar, thence South 82 degrees 53 minutes 05 seconds East 363.38 feet to the point of Beginning. Containing 27.007 Acres by Coordinate Computation less Highway Right of Way of 0.735 Acre. Actual field survey done under the direction and supervision of Richard C. Current, Reg. No. L-756. This description is subject to all Notes on State of North Carolina (Job # ALL0602 Tract 2) dtd November 7, 2006 (Revised February 28, 2007) prepared by Current Surveying & Mapping, P.A.

THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY RICHARD C. CURRENT, REG. NO. L-756, FEBRUARY 28, 2007. THIS MEDIUM SHALL NOT BE CONSIDERED A CERTIFIED DOCUMENT.