

## **EXHIBIT 2**

**BB&T'S NOTICE OF FILING IN SUPPORT OF MOTION FOR TURNOVER  
OF SALE PROCEEDS OF FAIRVIEW PROPERTY SUBJECT TO MORTGAGE  
INTEREST AND SUPPORTING MEMORANDUM OF LAW**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

CASE NO.: 8:09-cv-0087-T-26TBM

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

ARTHUR NADEL, SCOOP CAPITAL,  
LLC, SCOOP MANAGEMENT, INC.,

Defendants,

SCOOP REAL ESTATE, L.P.,  
VALHALLA INVESTMENT PARTNERS, L.P.,  
VALHALLA MANAGEMENT, INC.,  
VICTORY FUND, LTD,  
VIKING IRA FUND, LLC,  
VIKING FUND, LLC, AND  
VIKING MANAGEMENT, LLC,

Relief Defendants.

\_\_\_\_\_ /

**DECLARATION OF DAVID S. HENDRIX**

I, David S. Hendrix, declare as follows:

1. I am a Shareholder with the law firm of GrayRobinson, P.A. (“GrayRobinson”) and serve as Chairman of the Banking and Finance Department.

2. I base this declaration on personal knowledge and review of documents described below maintained by GrayRobinson. The documents record acts and events, were made at or near the time those acts or events took place; were made by, or from information transmitted by, a person with knowledge; were made in the course of a regularly conducted business activity;

and it was the regular practice of the business entity to make the record. Exhibits A-M attached are part of the business record maintained by GrayRobinson and are offered accordingly.

3. I submit this declaration in support of the position of Branch Banking and Trust Company (“BB&T”) that the Court should permit BB&T to recover \$267,720.59, the net proceeds of the sale of the Fairview Property (as defined below), even if Burton W. Wiand, as Receiver (“Receiver”), did not timely receive BB&T’s formal proof of claim on or before September 2, 2010 on BB&T’s loan to Arthur and Marguerite Nadel secured by a first mortgage on the Fairview Property (the “Fairview Loan”).

4. GrayRobinson was retained by BB&T for the limited purpose of conducting specific legal research regarding the Receivership and the two properties held by the Receiver, to provide BB&T the name and location of where to file the Proof of Claims and then to monitor the sales effort and ultimate sale of the two properties and to report the sales information to BB&T. This limited representation included authority to communicate with Receiver’s counsel regarding the marketing and sale of the two properties.

5. Alexandra de Alejo, Esq. (“Ms. de Alejo”) was one of the GrayRobinson attorneys who assisted BB&T with obtaining information relative to the two properties held by the Receiver and providing status updates to BB&T regarding the sales efforts of the Receiver with respect to the two properties encumbered by the two mortgage loans as described below.

6. BB&T informed GrayRobinson that BB&T employees would directly submit the proofs of claims regarding the two properties held by the Receiver.

7. On August 24, 2010, Ms. de Alejo sent an email to BB&T employee Holly Decker (“Ms. Decker”), a Vice President working in the commercial loan department, of the

proof of claim deadline of September 2, 2010, and the procedure for BB&T to submit proofs of claim. A copy of the email is attached hereto as Exhibit A. BB&T informed GrayRobinson that the commercial loan department would submit a proof of claim to the Receiver on BB&T's commercial loan to Laurel Preserve, LLC, which was secured by a mortgage on property owned by Laurel Preserve ("Laurel Preserve Property").

8. On August 24, 2010, Ms. de Alejo also sent an email to BB&T employee Kade Herrick ("Mr. Herrick"), who worked in BB&T's residential mortgage loan department, of the proof of claim deadline of September 2, 2010, and the procedure for BB&T to submit proofs of claim. A copy of this email is attached hereto as Exhibit B. BB&T informed GrayRobinson that the residential loan department would submit a proof of claim to the Receiver on the Fairview Loan, which was secured by a mortgage on property at 131 Garren Creek Road, Fairview, North Carolina 28730 ("Fairview Property").

9. On August 27, 2010, Mr. Herrick sent Ms. de Alejo two emails, with a copy to BB&T employee Michael Pocisk ("Mr. Pocisk"), who also worked in the residential mortgage loan department, and Robert Dennison, Esq., in-house counsel to BB&T, the first attaching BB&T's Proof of Claim on the Fairview Loan completed and signed by Mr. Pocisk on that date and supporting documentation, consisting of the note and mortgage ("Fairview POC"), and the second indicating that Mr. Herrick was sending the Fairview POC to Maya M. Lockwood, Esq. ("Ms. Lockwood"), the person designated by the Receiver to receive proofs of claim. A copy of these emails with attachments is attached hereto as Composite Exhibit C.

10. From this point forward GrayRobinson's representation was limited to periodically checking on the marketing and sales efforts of the two properties held by the Receiver and reporting updates on the marketing and sales efforts to BB&T.

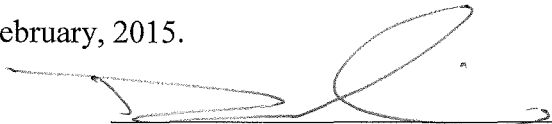
11. On April 26, 2012, Gianluca Morello, Esq. ("Mr. Morello"), another attorney for the Receiver, sent Ms. de Alejo a letter responding to her inquiry concerning the update on the sale of the properties ("April 26, 2012 Letter"). A copy of the April 26, 2012 Letter is attached hereto as Exhibit K. The April 26, 2012 Letter indicated that although BB&T had timely submitted the Laurel Preserve POC, the Receiver had no evidence of receipt of the Fairview POC. This letter was the first notice from the Receiver's counsel to Gray Robinson regarding any issue concerning receipt of the Fairview POC.

12. That afternoon, Ms. de Alejo emailed to Mr. Morello copies of the Fairview POC and the Laurel Preserve POC with supporting documentation for each from her file previously sent to her by Mr. Herrick and Ms. Decker, respectively, in August-September 2010. A copy of Ms. de Alejo's email with attachments to Mr. Morello is attached hereto as Composite Exhibit L.

13. On November 5, 2012, Ms. de Alejo emailed the Receiver's counsel advising that Mr. Herrick had left the bank, and she was unable to obtain a copy of his transmittal of the Fairview POC. A copy of this email is attached hereto as Exhibit M.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 24<sup>th</sup> day of February, 2015.



David S. Hendrix

# **EXHIBIT A**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**

## Natalie Montejo

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**From:** Alexandra de Alejo  
**Sent:** Tuesday, August 24, 2010 4:45 PM  
**To:** 'Decker, Holly'  
**Cc:** Linda Morrow  
**Subject:** Garren Creek property, Fairview, NC - Nadel  
**Attachments:** Proof\_of\_Claim\_Form.pdf

Hello Holly,

Pursuant to the receiver's website, <http://nadelreceivership.com/>, any person or entity, who wishes to submit a claim must submit an original, written Proof of Claim which complies with all instructions to: Burton W. Wiand, Esq., Receiver; c/o Maya M. Lockwood, Esq.; Wiand Guerra King P.L.; 3000 Bayport Drive, Suite 600; Tampa, FL 33607, so that it is received by **September 2, 2010**. As discussed, I have attached the Proof of Claim form to this email.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact us. Thank you.

# **EXHIBIT B**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**



## Natalie Montejo

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**From:** Alexandra de Alejo  
**Sent:** Tuesday, August 24, 2010 4:55 PM  
**To:** 'Decker, Holly'  
**Cc:** 'kherrick@bbandt.com'  
**Subject:** FW: Garren Creek property, Fairview, NC - Nadel & Laurel Mountain Preserve Property  
**Attachments:** Proof\_of\_Claim\_Form.pdf

Holly,

After further review of the file, it appears that Kade Herrick may have been the point person on the Garren Creek property and you were the point person on the Laurel Mountain Preserve property. Therefore, I have resent the below email including Kade on same. If either of you have any questions or comments, or if we can assist either of you in any way, please do not hesitate to contact us.

Also, please note that any Proof of Claim needs to be received by the receiver by Wednesday, September 2, 2010.

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**From:** Alexandra de Alejo  
**Sent:** Tuesday, August 24, 2010 4:45 PM  
**To:** 'Decker, Holly'  
**Cc:** Linda Morrow  
**Subject:** Garren Creek property, Fairview, NC - Nadel

Hello Holly,

Pursuant to the receiver's website, <http://nadelreceivership.com/>, any person or entity, who wishes to submit a claim must submit an original, written Proof of Claim which complies with all instructions to: Burton W. Wiand, Esq., Receiver; c/o Maya M. Lockwood, Esq.; Wiand Guerra King P.L.; 3000 Bayport Drive, Suite 600; Tampa, FL 33607, so that it is received by **September 2, 2010**. As discussed, I have attached the Proof of Claim form to this email.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact us. Thank you.

# **EXHIBIT C**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**

## Natalie Montejo

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**From:** Herrick, Kade <KHerrick@BBandT.com>  
**Sent:** Friday, August 27, 2010 10:40 AM  
**To:** Alexandra de Alejo  
**Cc:** Pocisk, Michael; Dennison, Robert  
**Subject:** Proof of Claim  
**Attachments:** SKMBT\_60010082710270.pdf

Alexandra,  
Included is the completed copy of the proof of claim as well as our payoff amount and copy of the NOTE. Please let me know if you need anything else or if there is anything we can do to assist in this matter.

Kade Herrick  
BB&T Mortgage  
864-242-8721

-----Original Message-----

**From:** [KMBT26F6A7@bbandt.com](mailto:KMBT26F6A7@bbandt.com) [<mailto:KMBT26F6A7@bbandt.com>]  
**Sent:** Friday, August 27, 2010 11:28 AM  
**To:** Herrick, Kade  
**Subject:** Scanned file from BB&T Investor Acct/Cashiers/Loss Mitigation

Attached is the scanned file from BB&T Mortgage Investor Accounting/Cashiers/Loss Mitigation.

## PROOF OF CLAIM FORM

SECURITIES AND EXCHANGE COMMISSION,  
Plaintiff,

v.

ARTHUR NADEL, SCOOP CAPITAL, LLC, SCOOP  
MANAGEMENT, INC.,

Defendants,

SCOOP REAL ESTATE, L.P., VALHALLA INVESTMENT  
PARTNERS, L.P., VALHALLA MANAGEMENT, INC.,  
VICTORY IRA FUND, LTD., VICTORY FUND, LTD.,  
VIKING IRA FUND, LLC, VIKING FUND, LLC, AND  
VIKING MANAGEMENT, LLC,

Relief Defendants.

Name and address of Claimant  
(Please print or type):

Account Name:

Fund Name:

Case Number: 8:09-CV-00087-T-26TBM  
U.S. District Court Middle District of  
Florida (Tampa Division)

### ATTENTION:

The Honorable Richard A. Lazzara of the United States District Court, Middle District of Florida, entered Orders appointing Burton W. Wiand as Receiver of SCOOP CAPITAL, LLC; SCOOP MANAGEMENT, INC.; SCOOP REAL ESTATE, L.P.; VALHALLA INVESTMENT PARTNERS, L.P.; VALHALLA MANAGEMENT, INC.; VICTORY FUND, LTD.; VICTORY IRA FUND, LTD.; VIKING IRA FUND, LLC; VIKING FUND, LLC; VIKING MANAGEMENT, LLC; VENICE JET CENTER, LLC; TRADEWIND, LLC; LAUREL MOUNTAIN PRESERVE, LLC; LAUREL PRESERVE, LLC; THE MARGUERITE J. NADEL REVOCABLE TRUST UAD 8/2/07; THE LAUREL MOUNTAIN PRESERVE HOMEOWNERS ASSOCIATION, INC.; THE GUY-NADEL FOUNDATION, INC.; LIME AVENUE ENTERPRISES, LLC; A VICTORIAN GARDEN FLORIST, LLC; VIKING OIL & GAS, LLC; and HOME FRONT HOMES, LLC (individually, "Receivership Entity," and collectively, "Receivership Entities"). On April 21, 2010, the Court issued an Order establishing a Claim Bar Date for all claims and approving this Proof of Claim Form and the basic procedures to administer any claims. In order to be eligible to receive a distribution from the Receivership Entities' assets, you must complete and return this Proof of Claim Form and, if applicable, provide the requested documentation, so that it is received on or before **September 2, 2010, to Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607.** *The proper filing of this completed claim form may entitle you to receive a distribution from the Receivership. Altered forms will not be accepted.*

The information provided in this Proof of Claim Form will be used to calculate your distribution, if any, from the Receivership. The Receiver has the right to dispute and/or verify any information you have provided in order to determine the proper distribution amount, if any, to which you may be entitled. The Receiver further has the right to amend any information he may have provided as to your Net Investment Amount. **By identifying and providing a Net Investment Amount for an account the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2), if warranted, amend the provided Net Investment Amount.**

### IMPORTANT INFORMATION TO READ PRIOR TO SUBMITTING THIS FORM

ANY PERSON OR ENTITY SUBMITTING THIS PROOF OF CLAIM FORM SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, AS TO ANY CLAIMS, OBJECTIONS, DEFENSES, OR COUNTERCLAIMS THAT COULD BE OR HAVE BEEN ASSERTED BY THE RECEIVER AGAINST SUCH CLAIMANT OR THE HOLDER OF SUCH CLAIM IN CONNECTION WITH THIS RECEIVERSHIP, INCLUDING THOSE ARISING OUT OF (1) ANY DEALING OR BUSINESS TRANSACTED BY OR WITH ANY RECEIVERSHIP ENTITY OR (2) ANY DEALING OR BUSINESS TRANSACTED THAT RELATES IN ANY WAY TO ANY RECEIVERSHIP PROPERTY. FURTHER, CLAIMANTS WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CLAIMS, OBJECTIONS, DEFENSES, AND COUNTERCLAIMS. IF THIS COMPLETED FORM, SIGNED UNDER PENALTY OF PERJURY, IS NOT RECEIVED BY THE RECEIVER AT THE ABOVE-REFERENCED ADDRESS BY **SEPTEMBER 2, 2010**, YOU WILL BE FOREVER BARRED FROM ASSERTING ANY CLAIM AGAINST THE RECEIVERSHIP ENTITIES' ASSETS AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

**General Instructions:**

You must answer each and every question. Please answer each question as fully as possible. If you need additional space to complete an answer, please attach a separate sheet of paper and indicate the number of the question for which you are providing the additional information. If the question does not apply to you, please write "not applicable." Do not write "NA," "N/A" or the like. If the answer to the question is "no" or "none," please answer as such.

1. Full name of person completing this form. Michael Poersk
2. If this form is being completed on behalf of a person or entity other than the person listed in question 1, please provide the name of the person or entity with an interest in the Receivership Entities' assets.

Not Applicable

3. If this form is being completed on behalf of an entity, please provide the full name of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.

Branch Banking and Trust Company

4. Current address and telephone number of person completing this form.

301 College Street  
Greenville, SC 29601  
804-242-8720

5. Current address and telephone number of person or entity with an interest in the Receivership Entities' assets (if different from answer to question 4).

Same

6. Provide one mailing address where you (or the person/entity on whose behalf you are acting) authorize the receipt of all future communications relating to this claim, including any possible distribution payment you may receive. It is your responsibility to advise the Receiver of any change to this address after the submission of this form.

Same

7. Please refer to Exhibit A attached to this document. If sufficient information is available, this Exhibit provides the following information for the identified "account:" (1) the total amount invested; (2) the total amount received; and (3) the Net Investment Amount. If you received funds unrelated to your investment in an "account" (for example, incentive fees), those amounts will also appear in the attached Exhibit. Do the amounts listed in the Exhibit accurately represent the amount of your investment into and all amounts received from that account and any other funds you received from the Receivership Entities? Failure to respond to this question will mean that you agree with the amounts listed in the Exhibit.

Yes  No.

If you answered yes, you do not have to respond to questions 8 and 9.

8. Please provide the following information regarding your investment in or with, or interest in, any Receivership Entity, and attach copies of all checks, bank or other financial account statements, invoices, wire transfer confirmations, and other documents relating to your answer:

1<sup>st</sup> investment in or with the Receivership Entities:

totaled \$ \_\_\_\_\_

was made on \_\_\_\_\_ (date);

through a check (or wire transfer) made payable to \_\_\_\_\_ and drawn on account number \_\_\_\_\_ with \_\_\_\_\_ (identify financial institution); for \_\_\_\_\_ (identify the purported fund or other entity through which your investment in or with the Receivership Entities was made).

If applicable, 2<sup>nd</sup> investment in or with the Receivership Entities:

totaled \$ \_\_\_\_\_

was made on \_\_\_\_\_ (date);

through a check (or wire transfer) made payable to \_\_\_\_\_ and drawn on account number \_\_\_\_\_ with \_\_\_\_\_ (identify financial institution); for \_\_\_\_\_ (identify the purported fund or other entity through which your investment in or with the Receivership Entities was made).

If additional investments were made, please attach a separate sheet identifying (1) those amounts, (2) the dates on which they were made, (3) the payee (or recipient) of the check (or wire transfer), (4) the account number and financial institution holding the account, and (5) the purported fund or other entity through which your investment in or with the Receivership Entities was made.

Total amount you are claiming you invested in the Receivership Entities: \$ not applicable

9. Have you ever received any amount from a Receivership Entity, either as a distribution on your investment or for any other reason?        Yes        No. If yes, please provide the following information for each amount received, and attach copies of all checks, bank or other financial account statements, wire transfer confirmations, and other documents relating to your answers.

	<u>Date</u>	<u>Amount</u>	<u>Payor/Payee of check/wire</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

If any additional amounts were received from any Receivership Entity, please attach a separate sheet identifying those amounts, the dates on which they were received, and the payor and payee of the check(s) or wire transfers.

Total amount you are claiming you received from the Receivership Entities: \$ \_\_\_\_\_

10. Was any deposit into this account transferred from any other account with any Receivership Entity?        Yes        No. If yes, please identify the date of any such transfer(s), the account name(s) and Receivership Entity from which the funds were transferred, and the amount of the transfer(s).

not applicable

11. Was your investment funded in any part with an investment in or funds received or transferred from any "investment club" operated by Arthur Nadel, such as Harmony Investment Club, Indigo Investment Club, or Traders Investment Club? \_\_\_\_\_ Yes \_\_\_\_\_ No.

If you answered yes, please identify with specificity the funds received or transferred, the date of any such transfer, and the name of the investment club from which the funds originated.

Not applicable

12. Have you filed or otherwise commenced any lawsuits, arbitrations, actions, or other proceedings; or made any demands against any person or entity, relating in any way to your investment in or with any Receivership Entity, including against (i) financial institutions; (ii) employees, officers, directors, representatives, other investors, or shareholders of any Receivership Entity; (iii) brokers or agents; or (iv) any other person or entity? \_\_\_\_\_ Yes \_\_\_\_\_  No.

If you answered yes, please identify with specificity the nature and status of any lawsuits, arbitrations, actions, other proceedings or demands that you have filed, made or otherwise commenced. Please include the name of the attorney and/or firm who commenced any such proceeding or made any such demand on your behalf.

Not applicable

13. If you were not an investor in a Receivership Entity, state how you claim an interest in any distribution by the Receivership Entities (for example, if you are the beneficiary of a deceased investor, the investment was assigned or sold to you, or you provided services or goods to the Receivership Entities for which you have not been paid).

Mortgage loan in the name of Arthur and Marguerite Nadel. Total amount due \$ 271,528.82

14. Did you receive anything of value other than money from any Receivership Entity at any point in time (for example, fax machines, shares of stock)? \_\_\_\_\_ Yes \_\_\_\_\_  No. If yes, please identify what you received, from whom, and the date on which you received it.

15. Identify your primary contact person(s) at the Receivership Entities.

Jeffery Rizzo

16. List any other employees or other representatives of any Receivership Entity or anyone else associated with a Receivership Entity, including any accountant (such as Michael Zucker), lawyer (such as lawyers associated with Holland & Knight LLP), or investment or trading representative (such as anyone associated with Shoreline Group, LLC) with whom you communicated or dealt.

Not Applicable

17. Please identify with specificity the way in which you came to learn about the Receivership Entities and thereafter invest in or with any of them, including the person who introduced you to the Receivership Entities, the statements made by that person, any documents provided by that person, meetings you had with the representative(s) of the Receivership Entities, information that you relied on, and any other information.

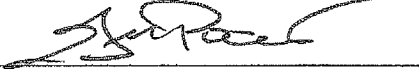
Advised by Foreclosure Attorney

Please submit this completed and signed, under penalty of perjury, Proof of Claim Form and legible copies of any documentation requested in this form to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607** SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 2, 2010.

IF YOU DO NOT AGREE WITH ANY AMOUNTS PROVIDED ON EXHIBIT A OR NO AMOUNTS WERE PROVIDED ON EXHIBIT A, YOU MUST PROVIDE ALL DOCUMENTS OR OTHER MATERIAL THAT IS RELATED IN ANY WAY TO YOUR INVESTMENT IN THE RECEIVERSHIP ENTITIES, OR, IF YOU ARE NOT AN INVESTOR, TO YOUR CLAIM AGAINST A RECEIVERSHIP ENTITY, INCLUDING COPIES OF YOUR CANCELLED CHECKS, BANK OR OTHER FINANCIAL ACCOUNT STATEMENTS SHOWING THE TRANSFER OF FUNDS INVESTED AND RECEIVED, STATEMENTS FROM THE RECEIVERSHIP ENTITIES, WIRE TRANSFER CONFIRMATIONS, AND ANY OTHER DOCUMENTS REGARDING YOUR CLAIM(S).

Sign, date, print your name and title, if any.

By signing below, I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 which forms part of the laws of the United States of America that the information provided in this form is true and correct.

Sign: 

Print Name: Mike Poasle

Date: 8/27/10

Title: Vice President





**EXHIBIT A**

**Account Name:**  
**Fund Name:**

**Amount Invested:**  
**Total Payments:**  
**Net Investment Amount:**

*The Receiver has determined not to specify a Net Investment Amount for the above-named account, entity and/or individual. Please respond to questions 8 and 9 on the Proof of Claim Form and provide all documents and other material that supports and otherwise relates in any way to your claim, including copies of cancelled checks, bank or other financial account statements showing the transfer of funds invested and received, statements from the Receivership Entities, wire transfer confirmations, and any other documents regarding your claim.*

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THE RECEIVER HAS PROVIDED THE ABOVE INFORMATION BASED UPON DOCUMENTS AVAILABLE TO HIM. THESE FIGURES ARE BELIEVED TO BE ACCURATE AND REASONABLE CONCLUSIONS. PLEASE CAREFULLY REVIEW THE ABOVE AMOUNTS. IF THE NUMBERS PROVIDED ARE NOT CONSISTENT WITH YOUR RECORDS, IT IS YOUR OBLIGATION TO PROVIDE TRUE AND CORRECT INFORMATION TO THE RECEIVER. IF YOU CONFIRM THAT THE ABOVE AMOUNTS ACCURATELY REPRESENT THE AMOUNT INVESTED INTO AND ALL AMOUNTS RECEIVED FROM THE ABOVE-NAMED ACCOUNT AND ANY OTHER FUNDS YOU RECEIVED FROM THE RECEIVERSHIP ENTITIES, YOU ARE DOING SO UNDER PENALTY OF PERJURY.

BY IDENTIFYING AND PROVIDING THE ABOVE FIGURES, THE RECEIVER DOES NOT WAIVE ANY RIGHT TO (1) DENY, CONTEST THE VALIDITY OF, OR OTHERWISE OBJECT TO A CLAIM OR, (2) IF WARRANTED, AMEND ANY OF THE PROVIDED FIGURES.

09:16:27 Fri Aug 27, 2010

PAY4 6612432471 AS-OF 09/01/10 PAYOFF CALCULATION TOTALS 08/26/10 09:16:13  
NAME A NADEL CONTACT NAME ARTHUR NADEL

-----  
PRINCIPAL BALANCE 248,941.73 ----- RATE CHANGES -----  
INTEREST 09/01/10 17,737.04 CALC INT FROM RATE AMOUNT  
PRO RATA MIP/PMI .00 01/01/09 5.37500 6,690.30  
ESCROW ADVANCE 2,146.24 07/01/09 3.87500 9,646.44  
ESCROW BALANCE .00 07/01/10 3.37500 1,400.30  
SUSPENSE BALANCE .00 09/01/10  
HUD BALANCE .00  
REPLACEMENT RESERVE .00  
RESTRICTED ESCROW .00  
TOTAL-FEES .00  
ACCUM LATE CHARGES 973.21  
ACCUM NSF CHARGES 25.00  
OTHER FEES DUE 169.60  
PENALTY INTEREST .00  
FLAT/OTHER PENALTY FEE .00 TOTAL INTEREST 17,737.04  
CR LIFE/ORIG FEE RBATE .00 TOTAL TO PAYOFF 271,528.82  
RECOVERABLE BALANCE 1,536.00 NUMBER OF COPIES: 1 PRESS PF1 TO PRINT

MULTIPLE IR CHANGE PERIODS CROSSED - CALCULATIONS ARE SUSPECT  
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# ADJUSTABLE RATE NOTE

(1 Year LIBOR Index - Rate Caps - Fixed Rate Conversion Option)

(Assumable during Life of Loan) *in ID: 1001599 661 24324715*

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY THIS NOTE ALSO CONTAINS AN OPTION TO CONVERT MY ADJUSTABLE INTEREST RATE TO A FIXED RATE

JUNE 14, 2004  
[Date]

Asheville  
[City]

North Carolina  
[State]

131 Garren Creek Road, Fairview, NC 28730  
[Property Address]

## 1 BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay US \$ 268,000 00 (this amount is called "Principal"), plus interest, to the order of the Lender The Lender is Branch Banking and Trust Company

I will make all payments under this Note in the form of cash, check or money order

I understand that the Lender may transfer this Note The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder "

## 2 INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid I will pay interest at a yearly rate of 4 625% The interest rate I will pay will change in accordance with Sections 4 or 5 of this Note

The interest rate required by this Section 2 and Sections 4 or 5 of this Note is the rate I will pay both before and after any default described in Section 8(B) of this Note

## 3 PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month

I will make my monthly payment on the first day of each month beginning on August 1, 2004

~~I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal If, on July 1, 2034~~

~~, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date "~~

I will make my monthly payments at 223 West Nash Street, Wilson, NC 27893

or at a different place if required by the Note Holder

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of US \$ 1,377 89 This amount may change

### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Sections 4 or 5 of this Note

## 4 INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The initial interest rate I will pay may change on the first day of July, 2007, and may change on that day every 12th month thereafter Each date on which my interest rate could change is called a "Change Date "


DOC # 533131

APPL # 7000466121

LOAN # 6612432471

MULTISTATE CONVERTIBLE ADJUSTABLE RATE NOTE - 1 Year LIBOR Index (Assumable) -  
Single Family - Freddie Mac UNIFORM INSTRUMENT

Form 3547 8/01

 857N (0108)

UM50 0108

VMP MORTGAGE FORMS (800)521 7291

Page 1 of 5

Initials

*(Handwritten initials)*



**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One Quarter percentage points ( 2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 6.625% or less than 2.625%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than Two percentage point(s) ( 2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.625% (the "Maximum Rate").

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5 FIXED INTEREST RATE CONVERSION OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the First Change Date and ending on the Fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that (i) I must give the Note Holder notice that I want to do so, (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument, (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of US \$ 250.00, and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

**(B) Calculation of Fixed Rate**

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus Zero and Five Eighths of one percentage point ( 0.625%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus Zero and Five Eighths of one percentage point ( 0.625%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

**(C) New Payment Amount and Effective Date**

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly

payment Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date

**6 BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

**7 LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**8 BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**9 GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**10 OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**11 WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor "Presentment" means the right to require the Note Holder to demand payment of amounts due "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid

**12 UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. The Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**(A) UNTIL I EXERCISE MY CONVERSION OPTION UNDER THE CONDITIONS STATED IN SECTION 5 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT IS DESCRIBED AS FOLLOWS**

**Transfer of the Property or a Beneficial Interest in Borrower** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee, and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.


**(B) IF I EXERCISE MY CONVERSION OPTION UNDER THE CONDITIONS STATED IN SECTION 5 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 12(A) ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS**

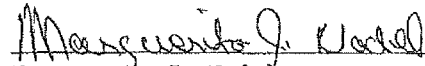
**Transfer of the Property or a Beneficial Interest in Borrower** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

  
\_\_\_\_\_  
Arthur Nadel (Seal)  
-Borrower

  
\_\_\_\_\_  
Marguerite J Nadel (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

*[Sign Original Only]*



## Natalie Montejo

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**From:** Herrick, Kade <KHerrick@BBandT.com>  
**Sent:** Friday, August 27, 2010 10:43 AM  
**To:** Alexandra de Alejo  
**Cc:** Pocisk, Michael; Dennison, Robert  
**Subject:** Nadel proof

Alexandra,  
I will also send a copy of this to Maya M Lockwood as instructed in the email.

Kade Herrick  
BB&T Mortgage  
Loss Mitigation Department  
864-242-8721-phone  
252-293-9058-fax

# **EXHIBIT D**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**

## Natalie Montejo

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**From:** Decker, Holly <HDecker@BBandT.com>  
**Sent:** Thursday, September 02, 2010 1:48 PM  
**To:** mlockwood@wiandlaw.com  
**Cc:** mmadison@wiandlaw.com; Alexandra de Alejo; Watkins, Teri  
**Subject:** Proof of Claim Form - BB&T, re: Laurel Preserve, LLC  
**Attachments:** SKMBT\_75010090213150.pdf

Dear Ms. Lockwood,

Please find attached the above referenced form. I filled it out as best I could given that the Banks situation is a bit different than the other claimants.

Our commercial loan is secured by 10 Laurel Cottage Lane, Black Mountain, NC 28711. The collateral is held by the Receiver.

If you have any questions please do not hesitate to contact me or my assistant Teri Watkins at 828-225-2028.

With best regards,

Holly Decker  
BB&T  
Vice President  
Business Services Officer  
Asheville Area Commercial Team  
828-225-2031 (direct)  
828-251-4650 (fax)

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**From:** [KMBT24264E@BBandT.com](mailto:KMBT24264E@BBandT.com) [mailto:[KMBT24264E@BBandT.com](mailto:KMBT24264E@BBandT.com)]  
**Sent:** Thursday, September 02, 2010 2:16 PM  
**To:** Decker, Holly  
**Subject:** Message from KMBT\_750

<<SKMBT\_75010090213150.pdf>>

## PROOF OF CLAIM FORM

SECURITIES AND EXCHANGE COMMISSION,  
Plaintiff,  
v.  
ARTHUR NADEL, SCOOP CAPITAL, LLC, SCOOP  
MANAGEMENT, INC.,  
Defendants,  
SCOOP REAL ESTATE, L.P., VALHALLA INVESTMENT  
PARTNERS, L.P., VALHALLA MANAGEMENT, INC.,  
VICTORY IRA FUND, LTD., VICTORY FUND, LTD.,  
VIKING IRA FUND, LLC, VIKING FUND, LLC, AND  
VIKING MANAGEMENT, LLC,  
Relief Defendants.

Name and address of Claimant  
(Please print or type): BRANCH BANKING & TRUST  
One West Pack Square, Box 2  
Asheville, NC 28801  
Account Name:  
Fund Name: Laurel Preserve, LLC

Case Number: 8:09-CV-00087-T-26TBM  
U.S. District Court Middle District of  
Florida (Tampa Division)

### ATTENTION:

The Honorable Richard A. Lazzara of the United States District Court, Middle District of Florida, entered Orders appointing Burton W. Wiand as Receiver of SCOOP CAPITAL, LLC; SCOOP MANAGEMENT, INC.; SCOOP REAL ESTATE, L.P.; VALHALLA INVESTMENT PARTNERS, L.P.; VALHALLA MANAGEMENT, INC.; VICTORY FUND, LTD.; VICTORY IRA FUND, LTD.; VIKING IRA FUND, LLC; VIKING FUND, LLC; VIKING MANAGEMENT, LLC; VENICE JET CENTER, LLC; TRADEWIND, LLC; LAUREL MOUNTAIN PRESERVE, LLC; LAUREL PRESERVE, LLC; THE MARGUERITE J. NADEL REVOCABLE TRUST UAD 8/2/07; THE LAUREL MOUNTAIN PRESERVE HOMEOWNERS ASSOCIATION, INC.; THE GUY-NADEL FOUNDATION, INC.; LIME AVENUE ENTERPRISES, LLC; A VICTORIAN GARDEN FLORIST, LLC; VIKING OIL & GAS, LLC; and HOME FRONT HOMES, LLC (individually, "Receivership Entity," and collectively, "Receivership Entities"). On April 21, 2010, the Court issued an Order establishing a Claim Bar Date for all claims and approving this Proof of Claim Form and the basic procedures to administer any claims. In order to be eligible to receive a distribution from the Receivership Entities' assets, you must complete and return this Proof of Claim Form and, if applicable, provide the requested documentation, so that it is received on or before **September 2, 2010**, to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607**. *The proper filing of this completed claim form may entitle you to receive a distribution from the Receivership. Altered forms will not be accepted.*

The information provided in this Proof of Claim Form will be used to calculate your distribution, if any, from the Receivership. The Receiver has the right to dispute and/or verify any information you have provided in order to determine the proper distribution amount, if any, to which you may be entitled. The Receiver further has the right to amend any information he may have provided as to your Net Investment Amount. **By identifying and providing a Net Investment Amount for an account the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2), if warranted, amend the provided Net Investment Amount.**

### IMPORTANT INFORMATION TO READ PRIOR TO SUBMITTING THIS FORM

ANY PERSON OR ENTITY SUBMITTING THIS PROOF OF CLAIM FORM SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, AS TO ANY CLAIMS, OBJECTIONS, DEFENSES, OR COUNTERCLAIMS THAT COULD BE OR HAVE BEEN ASSERTED BY THE RECEIVER AGAINST SUCH CLAIMANT OR THE HOLDER OF SUCH CLAIM IN CONNECTION WITH THIS RECEIVERSHIP, INCLUDING THOSE ARISING OUT OF (1) ANY DEALING OR BUSINESS TRANSACTED BY OR WITH ANY RECEIVERSHIP ENTITY OR (2) ANY DEALING OR BUSINESS TRANSACTED THAT RELATES IN ANY WAY TO ANY RECEIVERSHIP PROPERTY. FURTHER, CLAIMANTS WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CLAIMS, OBJECTIONS, DEFENSES, AND COUNTERCLAIMS. IF THIS COMPLETED FORM, SIGNED UNDER PENALTY OF PERJURY, IS NOT RECEIVED BY THE RECEIVER AT THE ABOVE-REFERENCED ADDRESS BY **SEPTEMBER 2, 2010**, YOU WILL BE FOREVER BARRED FROM ASSERTING ANY CLAIM AGAINST THE RECEIVERSHIP ENTITIES' ASSETS AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

**General Instructions:**

You must answer each and every question. Please answer each question as fully as possible. If you need additional space to complete an answer, please attach a separate sheet of paper and indicate the number of the question for which you are providing the additional information. If the question does not apply to you, please write "not applicable." Do not write "NA," "N/A" or the like. If the answer to the question is "no" or "none," please answer as such.

1. Full name of person completing this form. Holly Decker, Business Services Officer, BB&T
2. If this form is being completed on behalf of a person or entity other than the person listed in question 1, please provide the name of the person or entity with an interest in the Receivership Entities' assets.

BB&T (Branch Banking & Trust of NC)

3. If this form is being completed on behalf of an entity, please provide the full name of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.

BB&T, Commercial Loan Division, Western Region of NC

4. Current address and telephone number of person completing this form.

One West Pack Square, Box 2, Asheville, NC 28801

5. Current address and telephone number of person or entity with an interest in the Receivership Entities' assets (if different from answer to question 4).

828-225-2031 or 828-225-2041

6. Provide one mailing address where you (or the person/entity on whose behalf you are acting) authorize the receipt of all future communications relating to this claim, including any possible distribution payment you may receive. It is your responsibility to advise the Receiver of any change to this address after the submission of this form.

BB&T, Attention: Holly Decker, One West Pack Square, Asheville, NC 28801

7. Please refer to Exhibit A attached to this document. If sufficient information is available, this Exhibit provides the following information for the identified "account:" (1) the total amount invested; (2) the total amount received; and (3) the Net Investment Amount. If you received funds unrelated to your investment in an "account" (for example, incentive fees), those amounts will also appear in the attached Exhibit. Do the amounts listed in the Exhibit accurately represent the amount of your investment into and all amounts received from that account and any other funds you received from the Receivership Entities? Failure to respond to this question will mean that you agree with the amounts listed in the Exhibit.

       Yes      x   No.

If you answered yes, you do not have to respond to questions 8 and 9.

8. Please provide the following information regarding your investment in or with, or interest in, any Receivership Entity, and attach copies of all checks, bank or other financial account statements, invoices, wire transfer confirmations, and other documents relating to your answer:

1<sup>st</sup> investment in or with the Receivership Entities:

totaled \$ 384,578.56

was made on 5/1/2007 (date);

through a check (or wire transfer) made payable to Laurel Preserve, LLC and drawn on account number 9511600232-00001 with BB&T of NC (identify financial institution); for Laurel Preserve, LLC (identify the purported fund or other entity through which your investment in or with the Receivership Entities was made).

If applicable, 2<sup>nd</sup> investment in or with the Receivership Entities:

totaled \$ \_\_\_\_\_

was made on \_\_\_\_\_ (date);

through a check (or wire transfer) made payable to \_\_\_\_\_ and drawn on account number \_\_\_\_\_ with \_\_\_\_\_ (identify financial institution); for \_\_\_\_\_ (identify the purported fund or other entity through which your investment in or with the Receivership Entities was made).

If additional investments were made, please attach a separate sheet identifying (1) those amounts, (2) the dates on which they were made, (3) the payee (or recipient) of the check (or wire transfer), (4) the account number and financial institution holding the account, and (5) the purported fund or other entity through which your investment in or with the Receivership Entities was made.

**Total amount you are claiming you invested in the Receivership Entities: \$384,578.56**

9. Have you ever received any amount from a Receivership Entity, either as a distribution on your investment or for any other reason? X Yes \_\_\_\_\_ No. If yes, please provide the following information for each amount received, and attach copies of all checks, bank or other financial account statements, wire transfer confirmations, and other documents relating to your answers.

	<u>Date</u>	<u>Amount</u>	<u>Payor/Payee of check/wire</u>
A.	_____	_____	<u>Please see attached loan payment history</u>
B.	_____	_____	_____
C.	_____	_____	_____

If any additional amounts were received from any Receivership Entity, please attach a separate sheet identifying those amounts, the dates on which they were received, and the payor and payee of the check(s) or wire transfers.

**Total amount you are claiming you received from the Receivership Entities: \$384,578.56**

10. Was any deposit into this account transferred from any other account with any Receivership Entity? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please identify the date of any such transfer(s), the account name(s) and Receivership Entity from which the funds were transferred, and the amount of the transfer(s).

We have no way of knowing.

11. Was your investment funded in any part with an investment in or funds received or transferred from any "investment club" operated by Arthur Nadel, such as Harmony Investment Club, Indigo Investment Club, or Traders Investment Club? \_\_\_\_\_ Yes \_\_\_\_\_ No.

If you answered yes, please identify with specificity the funds received or transferred, the date of any such transfer, and the name of the investment club from which the funds originated.

\_\_\_\_\_  
We have no way to trace funds used to pay for loan payments.  
\_\_\_\_\_

12. Have you filed or otherwise commenced any lawsuits, arbitrations, actions, or other proceedings; or made any demands against any person or entity, relating in any way to your investment in or with any Receivership Entity, including against (i) financial institutions; (ii) employees, officers, directors, representatives, other investors, or shareholders of any Receivership Entity; (iii) brokers or agents; or (iv) any other person or entity? \_\_\_\_\_ Yes  X  No.

If you answered yes, please identify with specificity the nature and status of any lawsuits, arbitrations, actions, other proceedings or demands that you have filed, made or otherwise commenced. Please include the name of the attorney and/or firm who commenced any such proceeding or made any such demand on your behalf.

13. If you were not an investor in a Receivership Entity, state how you claim an interest in any distribution by the Receivership Entities (for example, if you are the beneficiary of a deceased investor, the investment was assigned or sold to you, or you provided services or goods to the Receivership Entities for which you have not been paid).

\_\_\_\_\_  
Laurel Preserve, LLC owes BB&T \$378,076.95 for a commercial loan  
\_\_\_\_\_

collateral is 10 Laurel Cottage Lane, Black Mountain, NC 28711  
\_\_\_\_\_

This collateral is held in the control of the Receiver  
\_\_\_\_\_

14. Did you receive anything of value other than money from any Receivership Entity at any point in time (for example, fax machines, shares of stock)? \_\_\_\_\_ Yes  X  No. If yes, please identify what you received, from whom, and the date on which you received it.

15. Identify your primary contact person(s) at the Receivership Entities.

\_\_\_\_\_  
Laurel Preserve - Arthur Nadel  
\_\_\_\_\_

16. List any other employees or other representatives of any Receivership Entity or anyone else associated with a Receivership Entity, including any accountant (such as Michael Zucker), lawyer (such as lawyers associated with Holland & Knight LLP), or investment or trading representative (such as anyone associated with Shoreline Group, LLC) with whom you communicated or dealt.

Marguerite "Peg" Nadel

17. Please identify with specificity the way in which you came to learn about the Receivership Entities and thereafter invest in or with any of them, including the person who introduced you to the Receivership Entities, the statements made by that person, any documents provided by that person, meetings you had with the representative(s) of the Receivership Entities, information that you relied on, and any other information.

This claim is for a commercial loan in the name of Laurel Mountain Preserve, LLC. Loan number is 9511600232-00001.

Arthur and Peg Nadel approached BB&T for funding for the loan.

Please submit this completed and signed, under penalty of perjury, Proof of Claim Form and legible copies of any documentation requested in this form to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607** SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 2, 2010.

IF YOU DO NOT AGREE WITH ANY AMOUNTS PROVIDED ON EXHIBIT A OR NO AMOUNTS WERE PROVIDED ON EXHIBIT A, YOU MUST PROVIDE ALL DOCUMENTS OR OTHER MATERIAL THAT IS RELATED IN ANY WAY TO YOUR INVESTMENT IN THE RECEIVERSHIP ENTITIES, OR, IF YOU ARE NOT AN INVESTOR, TO YOUR CLAIM AGAINST A RECEIVERSHIP ENTITY, INCLUDING COPIES OF YOUR CANCELLED CHECKS, BANK OR OTHER FINANCIAL ACCOUNT STATEMENTS SHOWING THE TRANSFER OF FUNDS INVESTED AND RECEIVED, STATEMENTS FROM THE RECEIVERSHIP ENTITIES, WIRE TRANSFER CONFIRMATIONS, AND ANY OTHER DOCUMENTS REGARDING YOUR CLAIM(S).

Sign, date, print your name and title, if any.

By signing below, I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 which forms part of the laws of the United States of America that the information provided in this form is true and correct.

Sign: \_\_\_\_\_



Print Name: Holly Decker

Date: 9/2/2010

Title: VP





**EXHIBIT A**

**Account Name:** BB&T Commercial Loan Division, Western Region NC  
**Fund Name:** Laurel Preserve, LLC

<p><b>Amount Invested:</b> \$394,000 (original face amount of BB&amp;T note)</p> <p><b>Total Payments:</b> \$33,842.63</p> <p><b>Net Investment Amount:</b> \$360,157.37</p>
--

*The Receiver has determined not to specify a Net Investment Amount for the above-named account, entity and/or individual. Please respond to questions 8 and 9 on the Proof of Claim Form and provide all documents and other material that supports and otherwise relates in any way to your claim, including copies of cancelled checks, bank or other financial account statements showing the transfer of funds invested and received, statements from the Receivership Entities, wire transfer confirmations, and any other documents regarding your claim.*

THE RECEIVER HAS PROVIDED THE ABOVE INFORMATION BASED UPON DOCUMENTS AVAILABLE TO HIM. THESE FIGURES ARE BELIEVED TO BE ACCURATE AND REASONABLE CONCLUSIONS. PLEASE CAREFULLY REVIEW THE ABOVE AMOUNTS. IF THE NUMBERS PROVIDED ARE NOT CONSISTENT WITH YOUR RECORDS, IT IS YOUR OBLIGATION TO PROVIDE TRUE AND CORRECT INFORMATION TO THE RECEIVER. IF YOU CONFIRM THAT THE ABOVE AMOUNTS ACCURATELY REPRESENT THE AMOUNT INVESTED INTO AND ALL AMOUNTS RECEIVED FROM THE ABOVE-NAMED ACCOUNT AND ANY OTHER FUNDS YOU RECEIVED FROM THE RECEIVERSHIP ENTITIES, YOU ARE DOING SO UNDER PENALTY OF PERJURY.

BY IDENTIFYING AND PROVIDING THE ABOVE FIGURES, THE RECEIVER DOES NOT WAIVE ANY RIGHT TO (1) DENY, CONTEST THE VALIDITY OF, OR OTHERWISE OBJECT TO A CLAIM OR, (2) IF WARRANTED, AMEND ANY OF THE PROVIDED FIGURES.

13:30:32 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 001

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
05/07/07	05/04/07	002	11			3,174.50 3,174.50	NEW PRIN PROCEEDS	3,174.50
05/07/07	05/04/07	002	13			390,825.50	ADDL PRIN	394,000.00
05/10/07	05/09/07	002	17	58		1,500.00	ORIGINATIO CHARGED	
05/10/07	05/09/07	002	42	58		1,500.00	ORIGINATIO PAYMENT	
06/05/07	06/04/07	002	84			819.30 2,976.89 3,796.19	PRIN PMT INT PMT TOTL PMT	393,180.70

CUSTOMER # 9511600232 NOTE # 00001      CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44    PF7= PAGE FORWARD    PF9= FINAL PAGE    PF10= BANK VIEW

13:30:34 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 002

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
07/10/07	07/09/07	002	84			1,011.35 2,784.84 3,796.19	PRIN PMT INT PMT TOTL PMT	392,169.35
08/07/07	08/06/07	002	84			924.78 2,871.41 3,796.19	PRIN PMT INT PMT TOTL PMT	391,244.57
09/05/07	09/04/07	002	84			932.28 2,863.91 3,796.19	PRIN PMT INT PMT TOTL PMT	390,312.29
09/19/07	09/18/07	000	02	50		8.000000	RATE CHNG	
10/10/07	10/09/07	002	84			1,123.85 2,672.34 3,796.19	PRIN PMT INT PMT TOTL PMT	389,188.44

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:35 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 003

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
11/01/07	10/31/07	000	02	50		7.750000	RATE CHNG	
11/07/07	11/06/07	002	84			1,114.12	PRIN PMT	388,074.32
						2,682.07	INT PMT	
						3,796.19	TOTL PMT	
12/04/07	12/03/07	002	84			1,303.15	PRIN PMT	386,771.17
						2,493.04	INT PMT	
						3,796.19	TOTL PMT	
12/12/07	12/11/07	000	02	50		7.500000	RATE CHNG	
01/08/08	01/07/08	002	84			1,282.74	PRIN PMT	385,488.43
						2,513.45	INT PMT	
						3,796.19	TOTL PMT	
01/23/08	01/22/08	000	02	50		6.750000	RATE CHNG	
CUSTOMER # 9511600232 NOTE # 00001						CUSTOMER # 9511600232 NOTE # 00001		
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW								

13:30:36 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 004

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
01/31/08	01/30/08	000	02	50		6.250000	RATE CHNG	
02/05/08	02/04/08	002	84			1,418.47	PRIN PMT	384,069.96
						2,377.72	INT PMT	
						3,796.19	TOTL PMT	
03/05/08	03/04/08	002	84			1,894.88	PRIN PMT	382,175.08
						1,901.31	INT PMT	
						3,796.19	TOTL PMT	
03/19/08	03/18/08	000	02	50		5.500000	RATE CHNG	
04/08/08	04/07/08	002	84			1,882.99	PRIN PMT	380,292.09
						1,913.20	INT PMT	
						3,796.19	TOTL PMT	
05/01/08	04/30/08	000	02	50		5.250000	RATE CHNG	
CUSTOMER # 9511600232 NOTE # 00001						CUSTOMER # 9511600232 NOTE # 00001		
PF4= CL44 PF7= PAGE FORWARD						PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW		

13:30:38 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 005

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
05/13/08	05/12/08	002	84			2,052.61	PRIN PMT	378,239.48
						1,743.58	INT PMT	
						3,796.19	TOTL PMT	
06/06/08	06/05/08	002	84			2,097.34	PRIN PMT	376,142.14
						1,698.85	INT PMT	
						3,796.19	TOTL PMT	
07/07/08	07/03/08	002	84			2,150.57	PRIN PMT	373,991.57
						1,645.62	INT PMT	
						3,796.19	TOTL PMT	
08/05/08	08/04/08	002	84			2,106.06	PRIN PMT	371,885.51
						1,690.13	INT PMT	
						3,796.19	TOTL PMT	

CUSTOMER # 9511600232 NOTE # 00001

CUSTOMER # 9511600232 NOTE # 00001

PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:39 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 006

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
09/08/08	09/05/08	002	84			2,115.26 1,680.93 3,796.19	PRIN PMT INT PMT TOTL PMT	369,770.25
10/07/08	10/06/08	002	84			2,178.45 1,617.74 3,796.19	PRIN PMT INT PMT TOTL PMT	367,591.80
10/09/08	10/08/08	000	02	50		4.750000	RATE CHNG	
10/30/08	10/29/08	000	02	50		4.250000	RATE CHNG	
11/04/08	11/03/08	002	84			2,277.00 1,519.19 3,796.19	PRIN PMT INT PMT TOTL PMT	365,314.80

CUSTOMER # 9511600232 NOTE # 00001      CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44   PF7= PAGE FORWARD   PF8= PAGE BACK   PF9=FINAL PAGE   PF10= BANK VIEW



13:30:40 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 007

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
12/09/08	12/08/08	002	84			2,538.65	PRIN PMT	362,776.15
						1,257.54	INT PMT	
						3,796.19	TOTL PMT	
12/17/08	12/16/08	000	02	50		3.500000	RATE CHNG	
01/13/09	01/12/09	002	84			2,618.78	PRIN PMT	360,157.37
						1,177.41	INT PMT	
						3,796.19	TOTL PMT	
02/23/09	02/23/09	000	17	93		151.85	LATE FEES CHARGED	
03/23/09	03/23/09	000	17	93		151.85	LATE FEES CHARGED	

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:41 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 008

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
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04/21/09	04/21/09	000	17	93		151.85	LATE FEES CHARGED	
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05/21/09	05/21/09	000	17	93		151.85	LATE FEES CHARGED	
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06/22/09	06/22/09	000	17	93		151.85	LATE FEES CHARGED	
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07/21/09	07/21/09	000	17	93		151.85	LATE FEES CHARGED	
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08/21/09	08/21/09	000	17	93		151.85	LATE FEES CHARGED	
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09/21/09	09/21/09	000	17	93		151.85	LATE FEES CHARGED	
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CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:43 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 009

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
10/21/09	10/21/09	000	17	93		151.85	LATE FEES CHARGED	
11/23/09	11/23/09	000	17	93		151.85	LATE FEES CHARGED	
12/21/09	12/21/09	000	17	93		151.85	LATE FEES CHARGED	
01/21/10	01/21/10	000	17	93		151.85	LATE FEES CHARGED	
02/22/10	02/22/10	000	17	93		151.85	LATE FEES CHARGED	
03/22/10	03/22/10	000	17	93		151.85	LATE FEES CHARGED	

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:48 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 009

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
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10/21/09	10/21/09	000	17	93		151.85	LATE FEES CHARGED	
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11/23/09	11/23/09	000	17	93		151.85	LATE FEES CHARGED	
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12/21/09	12/21/09	000	17	93		151.85	LATE FEES CHARGED	
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01/21/10	01/21/10	000	17	93		151.85	LATE FEES CHARGED	
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02/22/10	02/22/10	000	17	93		151.85	LATE FEES CHARGED	
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03/22/10	03/22/10	000	17	93		151.85	LATE FEES CHARGED	
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CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001

PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:49 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 010

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
04/01/10	04/01/10	000	17	73		350.00	OUTS APPR/ CHARGED	
04/21/10	04/21/10	000	17	93		151.85	LATE FEES CHARGED	
05/21/10	05/21/10	000	17	93		151.85	LATE FEES CHARGED	
06/21/10	06/21/10	000	17	93		151.85	LATE FEES CHARGED	
07/21/10	07/21/10	000	17	93		151.85	LATE FEES CHARGED	
08/23/10	08/23/10	000	17	93		151.85	LATE FEES CHARGED	

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 FINAL PAGE - PF8= PAGE BACK PF10= BANK VIEW

# **EXHIBIT E**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**

**Natalie Montejo**

---

**From:** Alexandra de Alejo  
**Sent:** Tuesday, January 25, 2011 11:10 AM  
**To:** 'Jeffrey Rizzo'  
**Subject:** RE: Nadel Receivership

Thank you.

---

**From:** Jeffrey Rizzo [mailto:JRizzo@wiandlaw.com]  
**Sent:** Tuesday, January 25, 2011 11:01 AM  
**To:** Alexandra de Alejo  
**Subject:** Nadel Receivership

Alexandra,

Attached are the listings for the two NC properties we discussed.

[http://www.mlsfinder.com/nc\\_wncrms/nonaarmour/index.cfm?action=listing\\_detail&property\\_id=476286&searchkey=bde79a1a-c346-35ab-6e89-0ae108db260f&npp=8&sr=1](http://www.mlsfinder.com/nc_wncrms/nonaarmour/index.cfm?action=listing_detail&property_id=476286&searchkey=bde79a1a-c346-35ab-6e89-0ae108db260f&npp=8&sr=1)

[http://www.mlsfinder.com/nc\\_wncrms/nonaarmour/index.cfm?action=listing\\_detail&property\\_id=443661&searchkey=bde79a1a-c346-35ab-6e89-0ae108db260f&npp=8&sr=1](http://www.mlsfinder.com/nc_wncrms/nonaarmour/index.cfm?action=listing_detail&property_id=443661&searchkey=bde79a1a-c346-35ab-6e89-0ae108db260f&npp=8&sr=1)

Jeffrey

**WIAND GUERRA KING**

Jeffrey C. Rizzo, CP, FRP

3000 BAYPORT DRIVE | SUITE 600 | TAMPA, FL 33607  
DIRECT: 813.347.5123  
MAIN: 813.347.5100 | FAX: 813.347.5173  
EMAIL: [jrizzo@wiandlaw.com](mailto:jrizzo@wiandlaw.com) | [www.wiandlaw.com](http://www.wiandlaw.com)

# **EXHIBIT F**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**



## Natalie Montejo

---

**From:** Jeffrey Rizzo <JRizzo@wiandlaw.com>  
**Sent:** Tuesday, May 24, 2011 8:49 AM  
**To:** Alexandra de Alejo  
**Subject:** RE: Nadel Receivership

Thank you for your voice message and e-mail. Both properties continue to be marketed for sale. I will provide more details upon receipt of information from the brokers.

## WIAND GUERRA KING

Jeffrey C. Rizzo, CP, FRP

3000 BAYPORT DRIVE | SUITE 600 | TAMPA, FL 33607  
DIRECT: 813.347.5123  
MAIN: 813.347.5100 | FAX: 813.347.5173  
EMAIL: [jrizzo@wiandlaw.com](mailto:jrizzo@wiandlaw.com) | [www.wiandlaw.com](http://www.wiandlaw.com)

---

**From:** Alexandra de Alejo [<mailto:Alexandra.deAlejo@gray-robinson.com>]  
**Sent:** Monday, May 23, 2011 10:29 AM  
**To:** Jeffrey Rizzo  
**Cc:** Linda Morrow  
**Subject:** RE: Nadel Receivership

Mr. Rizzo,

This email follows my voicemail I left you earlier today regarding the below properties. Please contact me at your earliest convenience to provide a status of the sale efforts regarding the two properties.

Thank you.

### Alexandra de Alejo

Associate Attorney  
GrayRobinson, P.A.  
201 North Franklin Street, Suite 2200  
P.O. Box 3324 (33601-3324)  
Tampa, Florida 33602  
Main: 813-273-5000 | Fax: 813-273-5145  
Email: [Alexandra.deAlejo@gray-robinson.com](mailto:Alexandra.deAlejo@gray-robinson.com)

**GRAY | ROBINSON**  
ATTORNEYS AT LAW

This e-mail is intended only for the individual(s) or entity(s) named within the message. This e-mail might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. Should the intended recipient forward or disclose this message to another person or party, that action could constitute a waiver of the attorney-client privilege. If the reader of this message is not the intended recipient, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and to do so might constitute a violation of the Electronic Communications Privacy Act, 18 U.S.C. section 2510-2521. If this communication was received in error we apologize for the intrusion. Please notify us by reply e-mail and delete the original message without reading same. Nothing in this e-mail message shall, in and of itself, create an attorney-client relationship with the sender.

Disclaimer under Circular 230: Any statements regarding tax matters made herein, including any attachments, are not formal tax opinions by this firm, cannot be relied upon or used by any person to avoid tax penalties, and are not intended to be used or referred to in any marketing or promotional materials.

Please be advised that this law firm may be acting as a debt collector and is attempting to collect a debt and any information provided will be used for that purpose.

**From:** Jeffrey Rizzo [mailto:JRizzo@wiandlaw.com]  
**Sent:** Tuesday, January 25, 2011 11:01 AM  
**To:** Alexandra de Alejo  
**Subject:** Nadel Receivership

Alexandra,

Attached are the listings for the two NC properties we discussed.

[http://www.mlsfinder.com/nc\\_wncrms/nonaarmour/index.cfm?action=listing\\_detail&property\\_id=476286&searchkey=bde79a1a-c346-35ab-6e89-0ae108db260f&npp=8&sr=1](http://www.mlsfinder.com/nc_wncrms/nonaarmour/index.cfm?action=listing_detail&property_id=476286&searchkey=bde79a1a-c346-35ab-6e89-0ae108db260f&npp=8&sr=1)

[http://www.mlsfinder.com/nc\\_wncrms/nonaarmour/index.cfm?action=listing\\_detail&property\\_id=443661&searchkey=bde79a1a-c346-35ab-6e89-0ae108db260f&npp=8&sr=1](http://www.mlsfinder.com/nc_wncrms/nonaarmour/index.cfm?action=listing_detail&property_id=443661&searchkey=bde79a1a-c346-35ab-6e89-0ae108db260f&npp=8&sr=1)

Jeffrey

**WIAND GUERRA KING**

Jeffrey C. Rizzo, CP, FRP

3000 BAYPORT DRIVE | SUITE 600 | TAMPA, FL 33607  
DIRECT: 813.347.5123  
MAIN: 813.347.5100 | FAX: 813.347.5173  
EMAIL: [jrizzo@wiandlaw.com](mailto:jrizzo@wiandlaw.com) | [www.wiandlaw.com](http://www.wiandlaw.com)

# **EXHIBIT G**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**

## Natalie Montejo

---

**From:** Alexandra de Alejo  
**Sent:** Wednesday, June 08, 2011 1:22 PM  
**To:** 'Jeffrey Rizzo'  
**Subject:** RE: Nadel Receivership

Mr. Rizzo,

Any update from the broker regarding the properties encumbered by BB&T's liens? Thank you.

---

**From:** Jeffrey Rizzo [<mailto:JRizzo@wiandlaw.com>]  
**Sent:** Tuesday, May 24, 2011 8:49 AM  
**To:** Alexandra de Alejo  
**Subject:** RE: Nadel Receivership

Thank you for your voice message and e-mail. Both properties continue to be marketed for sale. I will provide more details upon receipt of information from the brokers.

## WIAND GUERRA KING

Jeffrey C. Rizzo, CP, FRP

3000 BAYPORT DRIVE | SUITE 600 | TAMPA, FL 33607  
DIRECT: 813.347.5123  
MAIN: 813.347.5100 | FAX: 813.347.5173  
EMAIL: [jrizzo@wiandlaw.com](mailto:jrizzo@wiandlaw.com) | [www.wiandlaw.com](http://www.wiandlaw.com)

---

**From:** Alexandra de Alejo [<mailto:Alexandra.deAlejo@gray-robinson.com>]  
**Sent:** Monday, May 23, 2011 10:29 AM  
**To:** Jeffrey Rizzo  
**Cc:** Linda Morrow  
**Subject:** RE: Nadel Receivership

Mr. Rizzo,

This email follows my voicemail I left you earlier today regarding the below properties. Please contact me at your earliest convenience to provide a status of the sale efforts regarding the two properties.

Thank you.

**Alexandra de Alejo**  
Associate Attorney  
GrayRobinson, P.A.  
201 North Franklin Street, Suite 2200  
P.O. Box 3324 (33601-3324)  
Tampa, Florida 33602  
Main: 813-273-5000 | Fax: 813-273-5145  
Email: [Alexandra.deAlejo@gray-robinson.com](mailto:Alexandra.deAlejo@gray-robinson.com)  
**GRAY | ROBINSON**  
ATTORNEYS AT LAW

# **EXHIBIT H**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**

**Natalie Montejo**

**From:** Jeffrey Rizzo <JRizzo@wiandlaw.com>  
**Sent:** Wednesday, June 08, 2011 2:51 PM  
**To:** Alexandra de Alejo  
**Subject:** Nadel Receivership - 131 Garren Creek Rd)

Alexandra,

Below is information regarding the marketing efforts for the Garren Creek Road property in Fairview, NC.

**WIAND GUERRA KING**

Jeffrey C. Rizzo, CP, FRP

3000 BAYPORT DRIVE | SUITE 600 | TAMPA, FL 33607  
DIRECT: 813.347.5123  
MAIN: 813.347.5100 | FAX: 813.347.5173  
EMAIL: jrizzo@wiandlaw.com | www.wiandlaw.com

----- Forwarded message -----

From: "Trulia on behalf of Mike & Nona Armour" <updates@trulia.com>  
Date: Mon, Jun 6, 2011 20:43  
Subject: 131 Garren Creek Rd update on Trulia (06/06/2011) courtesy of Mike & Nona Armour  
To: <roger@therwjgroup.com>



Prepared by Mike & Nona Armour  
ph: (828) 771-2336  
armourteam@gmail.com

As you may know, I'm marketing your property on Trulia, where over 13.5 million active homebuyers are searching for homes for sale. Below is a traffic summary for 6/4/11.

**Listing performance on Trulia**

**131 Garren Creek Rd, Fairview NC**  
\$359,000 4 br 2 ba

[View this listing on Trulia](#)

	Week ending 6/4/11	Total
<b>Results views</b> Number of times your property was viewed on the results page on trulia.com	17	207
<b>Details views</b> Number of times your property was viewed on the property details page on trulia.com	2	72

**Clicks**

Number of times someone clicked to see more info about your property

0

0

**Useful-resources on Trulia**

[Real Estate Trends for Fairview, NC 28730](#)

[Comparable properties to 131 Garren Creek Rd. Fairview NC](#)

[Got a real estate question? Ask the real estate community on Trulia »](#)



This Client Listing Report was generated for you by Mike & Nona Armour on [trulia.com](http://trulia.com). Trulia is the best place to start your real estate search, with over 13.5 million serious buyers and sellers visiting each month!

Comments, compliments or complaints? Let us know: [http://www.trulia.com/leave\\_feedback](http://www.trulia.com/leave_feedback)  
Trulia.com | 116 New Montgomery Street, Suite 300, San Francisco, CA 94105

# **EXHIBIT I**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**



## Natalie Montejo

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**From:** Alexandra de Alejo  
**Sent:** Thursday, March 22, 2012 9:33 PM  
**To:** 'Jeffrey Rizzo'  
**Cc:** Linda Morrow  
**Subject:** RE: Nadel Receivership

Mr. Rizzo,

Any update regarding my below request? Thank you.

---

**From:** Alexandra de Alejo  
**Sent:** Monday, March 12, 2012 6:31 PM  
**To:** 'Jeffrey Rizzo'  
**Cc:** Linda Morrow  
**Subject:** RE: Nadel Receivership

Mr. Rizzo,

Please provide a status update regarding your sales efforts with respect to the two properties in which BB&T holds liens. Thank you.

---

**From:** Alexandra de Alejo  
**Sent:** Wednesday, September 21, 2011 10:51 AM  
**To:** 'Jeffrey Rizzo'  
**Cc:** Linda Morrow  
**Subject:** RE: Nadel Receivership

Hello Mr. Rizzo,

Please provide a status update on the two properties in which BB&T holds liens. Thank you.

---

**From:** Alexandra de Alejo  
**Sent:** Monday, May 23, 2011 10:29 AM  
**To:** 'Jeffrey Rizzo'  
**Cc:** Linda Morrow  
**Subject:** RE: Nadel Receivership

Mr. Rizzo,

This email follows my voicemail I left you earlier today regarding the below properties. Please contact me at your earliest convenience to provide a status of the sale efforts regarding the two properties.

Thank you.

# **EXHIBIT J**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**

## Natalie Montejo

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**From:** Alexandra de Alejo  
**Sent:** Thursday, March 22, 2012 9:33 PM  
**To:** 'Jeffrey Rizzo'  
**Cc:** Linda Morrow  
**Subject:** RE: Nadel Receivership

Mr. Rizzo,

Any update regarding my below request? Thank you.

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**Sent:** Monday, March 12, 2012 6:31 PM  
**To:** 'Jeffrey Rizzo'  
**Cc:** Linda Morrow  
**Subject:** RE: Nadel Receivership

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Please provide a status update regarding your sales efforts with respect to the two properties in which BB&T holds liens. Thank you.

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**Sent:** Wednesday, September 21, 2011 10:51 AM  
**To:** 'Jeffrey Rizzo'  
**Cc:** Linda Morrow  
**Subject:** RE: Nadel Receivership

Hello Mr. Rizzo,

Please provide a status update on the two properties in which BB&T holds liens. Thank you.

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**From:** Alexandra de Alejo  
**Sent:** Monday, May 23, 2011 10:29 AM  
**To:** 'Jeffrey Rizzo'  
**Cc:** Linda Morrow  
**Subject:** RE: Nadel Receivership

Mr. Rizzo,

This email follows my voicemail I left you earlier today regarding the below properties. Please contact me at your earliest convenience to provide a status of the sale efforts regarding the two properties.

Thank you.

# **EXHIBIT K**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**

# WIAND GUERRA KING

WIAND GUERRA KING P.L. // 3000 BAYPORT DRIVE, SUITE 600 | TAMPA, FL 33607 | PHONE: 813.347.5100

Gianluca Morello  
Direct Dial: 813-347-5105  
[gmorello@wiandlaw.com](mailto:gmorello@wiandlaw.com)

April 26, 2012

## VIA EMAIL AND FACSIMILE

Email: [alexandra.dealejo@gray-robinson.com](mailto:alexandra.dealejo@gray-robinson.com)  
Fax: (813) 273-5145

Alexandra de Alejo, Esq.  
GrayRobinson, P.A.  
201 North Franklin Street  
Suite 2200  
Tampa, Florida 33602

Re: *Securities and Exchange Commission v. Nadel, et al.*  
Case No. 8:09-cv-87-T-26TBM (M.D. Fla.)

- Laurel Preserve, LLC
- 131 Garren Creek Road, Fairview, NC

Dear Ms. de Alejo:

As you know, I represent Burton W. Wiand in his capacity as Receiver (the “**Receiver**”) appointed in the above action. I write in response to your inquiry into the status of two Receivership properties with ties to Branch Banking & Trust (“**BB&T**”) mortgage loans: (1) a cottage home located on the Laurel Preserve development in Buncombe County, NC which is titled in the name of Laurel Preserve, LLC (the “**Laurel Preserve Cottage**”) and (2) 131 Garren Creek Road in Fairview, Buncombe County, NC (the “**Garren Creek Home**”) and, along with the Laurel Preserve Cottage, the “**Properties**”) titled in the name of Arthur and Marguerite Nadel.

As you may know, in an April 21, 2010, Order, the Court established a specific process for all creditors to submit claims to assets of this Receivership (the “**Claims Process**”). The Claims Process was established to provide an organized and efficient procedure and timeline for the Receiver, and the Court, to consider all claims – including any held by BB&T – to assets of the Receivership, which include the Properties. The deadline for the submission of claims expired on September 2, 2010. Although BB&T timely submitted a claim relating to its interest in the Laurel Preserve Cottage, it did not submit any claim relating to its interest in the Garren Creek Home.

April 26, 2012

Page 2

On March 2, 2012, the Court granted the Receiver's Motion to (1) Approve Determination and Priority of Claims, (2) Pool Receivership Assets and Liabilities, (3) Approve Plan of Distribution, and (4) Establish Objection Procedure (Doc. 675). In relevant part, the order granting that motion barred and enjoined any further claims against the Receivership:

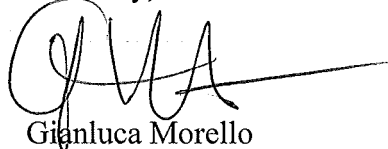
[A]ny and all further claims against Receivership Entities, Receivership property, the Receivership estate, or the Receiver by any Claimant, taxing authority, or any other public or private person or entity and any and all proceedings or other effects to enforce or otherwise collect on any lien, debt, or other asserted interest in or against Receivership Entities, Receivership property, or the Receivership estate are hereby barred and enjoined absent further order from this Court.

By operation of BB&T's failure to submit a claim relating to its interest in the Garren Creek Home, the expiration of the deadline for submission of claims, and the Court's March 2, 2012, Order barring and enjoining any further claims, BB&T is currently precluded from asserting its claim with respect to the Garren Creek Home and the mortgage loan relating to that property.

With respect to your inquiry on the status of the Properties, the Receiver is actively marketing them, both through the Receivership's website ([www.nadelreceivership.com](http://www.nadelreceivership.com)) and a licensed real estate agent; is taking whatever steps are necessary to maximize their value for the benefit of the Receivership estate; and, in the interim, is taking appropriate steps to secure and protect them.

I would like to discuss this matter further with you, and will call you either later today or early tomorrow.

Sincerely,



Gianluca Morello

GM/jcr

cc: Jeffrey C. Rizzo

# **EXHIBIT L**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**

## Eileen Hunt

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**From:** Alexandra de Alejo  
**Sent:** Thursday, April 26, 2012 3:09 PM  
**To:** 'Carrie Rehus'  
**Cc:** 'Gianluca Morello'  
**Subject:** RE: Securities and Exchange Commission v. Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.)  
**Attachments:** SKMBT\_60010082710270.pdf; SKMBT\_75010090213150.pdf

Mr. Morrello,

I attach the proof of claims submitted by BB&T for both properties. Please call me at your earliest convenience to discuss this matter.

Thank you.

---

**From:** Carrie Rehus [<mailto:CRehus@wiandlaw.com>]  
**Sent:** Thursday, April 26, 2012 11:28 AM  
**To:** Alexandra de Alejo  
**Cc:** Gianluca Morello  
**Subject:** Securities and Exchange Commission v. Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.)

Ms. de Alejo:

Please see attached correspondence from Gianluca Morello in connection with the above matter.

Thanks,

## WIAND GUERRA KING

### Carrie A. Rehus

Assistant to Gianluca Morello  
and Michael S. Lamont

3000 BAYPORT DRIVE | SUITE 600 | TAMPA, FL 33607  
PHONE: 813.347.5129 | FAX: 813.347.5198  
EMAIL: [crehus@wiandlaw.com](mailto:crehus@wiandlaw.com) | [www.wiandlaw.com](http://www.wiandlaw.com)

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## PROOF OF CLAIM FORM

SECURITIES AND EXCHANGE COMMISSION, Plaintiff,  v. ARTHUR NADEL, SCOOP CAPITAL, LLC, SCOOP MANAGEMENT, INC., Defendants, SCOOP REAL ESTATE, L.P., VALHALLA INVESTMENT PARTNERS, L.P., VALHALLA MANAGEMENT, INC., VICTORY IRA FUND, LTD., VICTORY FUND, LTD., VIKING IRA FUND, LLC, VIKING FUND, LLC, AND VIKING MANAGEMENT, LLC, Relief Defendants.	Name and address of Claimant (Please print or type):  Account Name: Fund Name:
Case Number: 8:09-CV-00087-T-26TBM U.S. District Court Middle District of Florida (Tampa Division)	

**ATTENTION:**

The Honorable Richard A. Lazzara of the United States District Court, Middle District of Florida, entered Orders appointing Burton W. Wiand as Receiver of SCOOP CAPITAL, LLC; SCOOP MANAGEMENT, INC.; SCOOP REAL ESTATE, L.P.; VALHALLA INVESTMENT PARTNERS, L.P.; VALHALLA MANAGEMENT, INC.; VICTORY FUND, LTD.; VICTORY IRA FUND, LTD.; VIKING IRA FUND, LLC; VIKING FUND, LLC; VIKING MANAGEMENT, LLC; VENICE JET CENTER, LLC; TRADEWIND, LLC; LAUREL MOUNTAIN PRESERVE, LLC; LAUREL PRESERVE, LLC; THE MARGUERITE J. NADEL REVOCABLE TRUST UAD 8/2/07; THE LAUREL MOUNTAIN PRESERVE HOMEOWNERS ASSOCIATION, INC.; THE GUY-NADEL FOUNDATION, INC.; LIME AVENUE ENTERPRISES, LLC; A VICTORIAN GARDEN FLORIST, LLC; VIKING OIL & GAS, LLC; and HOME FRONT HOMES, LLC (individually, "Receivership Entity," and collectively, "Receivership Entities"). On April 21, 2010, the Court issued an Order establishing a Claim Bar Date for all claims and approving this Proof of Claim Form and the basic procedures to administer any claims. In order to be eligible to receive a distribution from the Receivership Entities' assets, you must complete and return this Proof of Claim Form and, if applicable, provide the requested documentation, so that it is received on or before **September 2, 2010**, to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607**. *The proper filing of this completed claim form may entitle you to receive a distribution from the Receivership. Altered forms will not be accepted.*

The information provided in this Proof of Claim Form will be used to calculate your distribution, if any, from the Receivership. The Receiver has the right to dispute and/or verify any information you have provided in order to determine the proper distribution amount, if any, to which you may be entitled. The Receiver further has the right to amend any information he may have provided as to your Net Investment Amount. **By identifying and providing a Net Investment Amount for an account the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2), if warranted, amend the provided Net Investment Amount.**

**IMPORTANT INFORMATION TO READ PRIOR TO SUBMITTING THIS FORM**

ANY PERSON OR ENTITY SUBMITTING THIS PROOF OF CLAIM FORM SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, AS TO ANY CLAIMS, OBJECTIONS, DEFENSES, OR COUNTERCLAIMS THAT COULD BE OR HAVE BEEN ASSERTED BY THE RECEIVER AGAINST SUCH CLAIMANT OR THE HOLDER OF SUCH CLAIM IN CONNECTION WITH THIS RECEIVERSHIP, INCLUDING THOSE ARISING OUT OF (1) ANY DEALING OR BUSINESS TRANSACTED BY OR WITH ANY RECEIVERSHIP ENTITY OR (2) ANY DEALING OR BUSINESS TRANSACTED THAT RELATES IN ANY WAY TO ANY RECEIVERSHIP PROPERTY. FURTHER, CLAIMANTS WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CLAIMS, OBJECTIONS, DEFENSES, AND COUNTERCLAIMS. IF THIS COMPLETED FORM, SIGNED UNDER PENALTY OF PERJURY, IS NOT RECEIVED BY THE RECEIVER AT THE ABOVE-REFERENCED ADDRESS BY **SEPTEMBER 2, 2010**, YOU WILL BE FOREVER BARRED FROM ASSERTING ANY CLAIM AGAINST THE RECEIVERSHIP ENTITIES' ASSETS AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

General Instructions:

You must answer each and every question. Please answer each question as fully as possible. If you need additional space to complete an answer, please attach a separate sheet of paper and indicate the number of the question for which you are providing the additional information. If the question does not apply to you, please write "not applicable." Do not write "NA," "N/A" or the like. If the answer to the question is "no" or "none," please answer as such.

1. Full name of person completing this form. Michael Poersk
2. If this form is being completed on behalf of a person or entity other than the person listed in question 1, please provide the name of the person or entity with an interest in the Receivership Entities' assets.

Not Applicable

3. If this form is being completed on behalf of an entity, please provide the full name of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.

Branch Banking and Trust Company

4. Current address and telephone number of person completing this form.

301 College Street

Greenville, SC 29601

804-242-8720

5. Current address and telephone number of person or entity with an interest in the Receivership Entities' assets (if different from answer to question 4).

Same

6. Provide one mailing address where you (or the person/entity on whose behalf you are acting) authorize the receipt of all future communications relating to this claim, including any possible distribution payment you may receive. It is your responsibility to advise the Receiver of any change to this address after the submission of this form.

Same

7. Please refer to Exhibit A attached to this document. If sufficient information is available, this Exhibit provides the following information for the identified "account:" (1) the total amount invested; (2) the total amount received; and (3) the Net Investment Amount. If you received funds unrelated to your investment in an "account" (for example, incentive fees), those amounts will also appear in the attached Exhibit. Do the amounts listed in the Exhibit accurately represent the amount of your investment into and all amounts received from that account and any other funds you received from the Receivership Entities? Failure to respond to this question will mean that you agree with the amounts listed in the Exhibit.

Yes  No.

If you answered yes, you do not have to respond to questions 8 and 9.

8. Please provide the following information regarding your investment in or with, or interest in, any Receivership Entity, and attach copies of all checks, bank or other financial account statements, invoices, wire transfer confirmations, and other documents relating to your answer:

1<sup>st</sup> investment in or with the Receivership Entities:

totaled \$ \_\_\_\_\_

was made on \_\_\_\_\_ (date);

through a check (or wire transfer) made payable to \_\_\_\_\_ and drawn on account number \_\_\_\_\_ with \_\_\_\_\_ (identify financial institution); for \_\_\_\_\_ (identify the purported fund or other entity through which your investment in or with the Receivership Entities was made).

If applicable, 2<sup>nd</sup> investment in or with the Receivership Entities:

totaled \$ \_\_\_\_\_

was made on \_\_\_\_\_ (date);

through a check (or wire transfer) made payable to \_\_\_\_\_ and drawn on account number \_\_\_\_\_ with \_\_\_\_\_ (identify financial institution); for \_\_\_\_\_ (identify the purported fund or other entity through which your investment in or with the Receivership Entities was made).

If additional investments were made, please attach a separate sheet identifying (1) those amounts, (2) the dates on which they were made, (3) the payee (or recipient) of the check (or wire transfer), (4) the account number and financial institution holding the account, and (5) the purported fund or other entity through which your investment in or with the Receivership Entities was made.

Total amount you are claiming you invested in the Receivership Entities: \$ not applicable

9. Have you ever received any amount from a Receivership Entity, either as a distribution on your investment or for any other reason? Yes No. If yes, please provide the following information for each amount received, and attach copies of all checks, bank or other financial account statements, wire transfer confirmations, and other documents relating to your answers.

	<u>Date</u>	<u>Amount</u>	<u>Payor/Payee of check/wire</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

If any additional amounts were received from any Receivership Entity, please attach a separate sheet identifying those amounts, the dates on which they were received, and the payor and payee of the check(s) or wire transfers.

Total amount you are claiming you received from the Receivership Entities: \$ \_\_\_\_\_

10. Was any deposit into this account transferred from any other account with any Receivership Entity? Yes No. If yes, please identify the date of any such transfer(s), the account name(s) and Receivership Entity from which the funds were transferred, and the amount of the transfer(s).

not applicable

11. Was your investment funded in any part with an investment in or funds received or transferred from any "investment club" operated by Arthur Nadel, such as Harmony Investment Club, Indigo Investment Club, or Traders Investment Club? \_\_\_\_\_ Yes \_\_\_\_\_ No.

If you answered yes, please identify with specificity the funds received or transferred, the date of any such transfer, and the name of the investment club from which the funds originated.

Not applicable

12. Have you filed or otherwise commenced any lawsuits, arbitrations, actions, or other proceedings; or made any demands against any person or entity, relating in any way to your investment in or with any Receivership Entity, including against (i) financial institutions; (ii) employees, officers, directors, representatives, other investors, or shareholders of any Receivership Entity; (iii) brokers or agents; or (iv) any other person or entity? \_\_\_\_\_ Yes \_\_\_\_\_  No.

If you answered yes, please identify with specificity the nature and status of any lawsuits, arbitrations, actions, other proceedings or demands that you have filed, made or otherwise commenced. Please include the name of the attorney and/or firm who commenced any such proceeding or made any such demand on your behalf.

Not applicable

13. If you were not an investor in a Receivership Entity, state how you claim an interest in any distribution by the Receivership Entities (for example, if you are the beneficiary of a deceased investor, the investment was assigned or sold to you, or you provided services or goods to the Receivership Entities for which you have not been paid).

Mortgage loan in the name of Arthur and Marguerite Nadel. Total amount due \$ 271,528.82

14. Did you receive anything of value other than money from any Receivership Entity at any point in time (for example, fax machines, shares of stock)? \_\_\_\_\_ Yes \_\_\_\_\_  No. If yes, please identify what you received, from whom, and the date on which you received it.

15. Identify your primary contact person(s) at the Receivership Entities.

Jeffery Rizzo

16. List any other employees or other representatives of any Receivership Entity or anyone else associated with a Receivership Entity, including any accountant (such as Michael Zucker), lawyer (such as lawyers associated with Holland & Knight LLP), or investment or trading representative (such as anyone associated with Shoreline Group, LLC) with whom you communicated or dealt.

Not Applicable

17. Please identify with specificity the way in which you came to learn about the Receivership Entities and thereafter invest in or with any of them, including the person who introduced you to the Receivership Entities, the statements made by that person, any documents provided by that person, meetings you had with the representative(s) of the Receivership Entities, information that you relied on, and any other information.

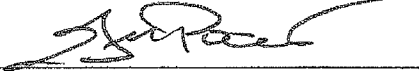
Advised by Foreclosure Attorney

Please submit this completed and signed, under penalty of perjury, Proof of Claim Form and legible copies of any documentation requested in this form to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607** SO THAT IT IS RECEIVED NO LATER THAN **SEPTEMBER 2, 2010**.

IF YOU DO NOT AGREE WITH ANY AMOUNTS PROVIDED ON EXHIBIT A OR NO AMOUNTS WERE PROVIDED ON EXHIBIT A, YOU MUST PROVIDE ALL DOCUMENTS OR OTHER MATERIAL THAT IS RELATED IN ANY WAY TO YOUR INVESTMENT IN THE RECEIVERSHIP ENTITIES, OR, IF YOU ARE NOT AN INVESTOR, TO YOUR CLAIM AGAINST A RECEIVERSHIP ENTITY, INCLUDING COPIES OF YOUR CANCELLED CHECKS, BANK OR OTHER FINANCIAL ACCOUNT STATEMENTS SHOWING THE TRANSFER OF FUNDS INVESTED AND RECEIVED, STATEMENTS FROM THE RECEIVERSHIP ENTITIES, WIRE TRANSFER CONFIRMATIONS, AND ANY OTHER DOCUMENTS REGARDING YOUR CLAIM(S).

Sign, date, print your name and title, if any.

By signing below, I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 which forms part of the laws of the United States of America that the information provided in this form is true and correct.

Sign: 

Print Name: Mike Poasic

Date: 8/27/10

Title: Vice President



**EXHIBIT A**

**Account Name:**  
**Fund Name:**

**Amount Invested:**  
**Total Payments:**  
**Net Investment Amount:**

*The Receiver has determined not to specify a Net Investment Amount for the above-named account, entity and/or individual. Please respond to questions 8 and 9 on the Proof of Claim Form and provide all documents and other material that supports and otherwise relates in any way to your claim, including copies of cancelled checks, bank or other financial account statements showing the transfer of funds invested and received, statements from the Receivership Entities, wire transfer confirmations, and any other documents regarding your claim.*

---

THE RECEIVER HAS PROVIDED THE ABOVE INFORMATION BASED UPON DOCUMENTS AVAILABLE TO HIM. THESE FIGURES ARE BELIEVED TO BE ACCURATE AND REASONABLE CONCLUSIONS. PLEASE CAREFULLY REVIEW THE ABOVE AMOUNTS. IF THE NUMBERS PROVIDED ARE NOT CONSISTENT WITH YOUR RECORDS, IT IS YOUR OBLIGATION TO PROVIDE TRUE AND CORRECT INFORMATION TO THE RECEIVER. IF YOU CONFIRM THAT THE ABOVE AMOUNTS ACCURATELY REPRESENT THE AMOUNT INVESTED INTO AND ALL AMOUNTS RECEIVED FROM THE ABOVE-NAMED ACCOUNT AND ANY OTHER FUNDS YOU RECEIVED FROM THE RECEIVERSHIP ENTITIES, YOU ARE DOING SO UNDER PENALTY OF PERJURY.

BY IDENTIFYING AND PROVIDING THE ABOVE FIGURES, THE RECEIVER DOES NOT WAIVE ANY RIGHT TO (1) DENY, CONTEST THE VALIDITY OF, OR OTHERWISE OBJECT TO A CLAIM OR, (2) IF WARRANTED, AMEND ANY OF THE PROVIDED FIGURES.

09:16:27 Fri Aug 27, 2010

PAY4 6612432471 AS-OF 09/01/10 PAYOFF CALCULATION TOTALS 08/26/10 09:16:13  
NAME A NADEL CONTACT NAME ARTHUR NADEL

-----  
PRINCIPAL BALANCE 248,941.73 ----- RATE CHANGES -----  
INTEREST 09/01/10 17,737.04 CALC INT FROM RATE AMOUNT  
PRO RATA MIP/PMI .00 01/01/09 5.37500 6,690.30  
ESCROW ADVANCE 2,146.24 07/01/09 3.87500 9,646.44  
ESCROW BALANCE .00 07/01/10 3.37500 1,400.30  
SUSPENSE BALANCE .00 09/01/10  
HUD BALANCE .00  
REPLACEMENT RESERVE .00  
RESTRICTED ESCROW .00  
TOTAL-FEES .00  
ACCUM LATE CHARGES 973.21  
ACCUM NSF CHARGES 25.00  
OTHER FEES DUE 169.60  
PENALTY INTEREST .00  
FLAT/OTHER PENALTY FEE .00 TOTAL INTEREST 17,737.04  
CR LIFE/ORIG FEE RBATE .00 TOTAL TO PAYOFF 271,528.82  
RECOVERABLE BALANCE 1,536.00 NUMBER OF COPIES: 1 PRESS PF1 TO PRINT

MULTIPLE IR CHANGE PERIODS CROSSED - CALCULATIONS ARE SUSPECT  
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# ADJUSTABLE RATE NOTE

(1 Year LIBOR Index - Rate Caps - Fixed Rate Conversion Option)

(Assumable during Life of Loan) *in ID: 1001599 661 24324715*

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY THIS NOTE ALSO CONTAINS AN OPTION TO CONVERT MY ADJUSTABLE INTEREST RATE TO A FIXED RATE

JUNE 14, 2004  
[Date]

Asheville  
[City]

North Carolina  
[State]

131 Garren Creek Road, Fairview, NC 28730  
[Property Address]

## 1 BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay US \$ 268,000 00 (this amount is called "Principal"), plus interest, to the order of the Lender The Lender is Branch Banking and Trust Company

I will make all payments under this Note in the form of cash, check or money order

I understand that the Lender may transfer this Note The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder "

## 2 INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid I will pay interest at a yearly rate of 4 625% The interest rate I will pay will change in accordance with Sections 4 or 5 of this Note

The interest rate required by this Section 2 and Sections 4 or 5 of this Note is the rate I will pay both before and after any default described in Section 8(B) of this Note

## 3 PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month

I will make my monthly payment on the first day of each month beginning on August 1, 2004

~~I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal If, on July 1, 2034~~

~~, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date "~~

I will make my monthly payments at 223 West Nash Street, Wilson, NC 27893

or at a different place if required by the Note Holder

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of US \$ 1,377 89 This amount may change

### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Sections 4 or 5 of this Note

## 4 INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The initial interest rate I will pay may change on the first day of July, 2007, and may change on that day every 12th month thereafter Each date on which my interest rate could change is called a "Change Date "


DOC # 533131

APPL # 7000466121

LOAN # 6612432471

MULTISTATE CONVERTIBLE ADJUSTABLE RATE NOTE - 1 Year LIBOR Index (Assumable) - Single Family - Freddie Mac UNIFORM INSTRUMENT

Form 3547 8/01

 857N (0108)

UM50 0108

VMP MORTGAGE FORMS (800)521 7291

Page 1 of 5

Initials

*(Handwritten initials)*



**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One Quarter percentage points ( 2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 6.625% or less than 2.625%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than Two percentage point(s) ( 2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.625% (the "Maximum Rate").

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5 FIXED INTEREST RATE CONVERSION OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the First Change Date and ending on the Fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that (i) I must give the Note Holder notice that I want to do so, (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument, (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of US \$ 250.00, and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

**(B) Calculation of Fixed Rate**

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus Zero and Five Eighths of one percentage point ( 0.625%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus Zero and Five Eighths of one percentage point ( 0.625%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

**(C) New Payment Amount and Effective Date**

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly

payment Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date

**6 BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

**7 LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**8 BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**9 GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**10 OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**11 WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor "Presentment" means the right to require the Note Holder to demand payment of amounts due "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid

**12 UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. The Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**(A) UNTIL I EXERCISE MY CONVERSION OPTION UNDER THE CONDITIONS STATED IN SECTION 5 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT IS DESCRIBED AS FOLLOWS**

**Transfer of the Property or a Beneficial Interest in Borrower** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee, and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

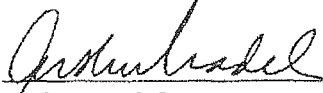
**(B) IF I EXERCISE MY CONVERSION OPTION UNDER THE CONDITIONS STATED IN SECTION 5 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 12(A) ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS**

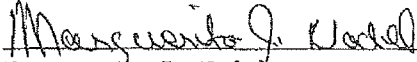
**Transfer of the Property or a Beneficial Interest in Borrower** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

  
\_\_\_\_\_  
(Seal)  
Arthur Nadel -Borrower

  
\_\_\_\_\_  
(Seal)  
Marguerite J Nadel Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

*[Sign Original Only]*

## PROOF OF CLAIM FORM

SECURITIES AND EXCHANGE COMMISSION,  
Plaintiff,  
v.  
ARTHUR NADEL, SCOOP CAPITAL, LLC, SCOOP  
MANAGEMENT, INC.,  
Defendants,  
SCOOP REAL ESTATE, L.P., VALHALLA INVESTMENT  
PARTNERS, L.P., VALHALLA MANAGEMENT, INC.,  
VICTORY IRA FUND, LTD., VICTORY FUND, LTD.,  
VIKING IRA FUND, LLC, VIKING FUND, LLC, AND  
VIKING MANAGEMENT, LLC,  
Relief Defendants.

Name and address of Claimant  
(Please print or type): BRANCH BANKING & TRUST  
One West Pack Square, Box 2  
Asheville, NC 28801  
Account Name:  
Fund Name: Laurel Preserve, LLC

Case Number: 8:09-CV-00087-T-26TBM  
U.S. District Court Middle District of  
Florida (Tampa Division)

### ATTENTION:

The Honorable Richard A. Lazzara of the United States District Court, Middle District of Florida, entered Orders appointing Burton W. Wiand as Receiver of SCOOP CAPITAL, LLC; SCOOP MANAGEMENT, INC.; SCOOP REAL ESTATE, L.P.; VALHALLA INVESTMENT PARTNERS, L.P.; VALHALLA MANAGEMENT, INC.; VICTORY FUND, LTD.; VICTORY IRA FUND, LTD.; VIKING IRA FUND, LLC; VIKING FUND, LLC; VIKING MANAGEMENT, LLC; VENICE JET CENTER, LLC; TRADEWIND, LLC; LAUREL MOUNTAIN PRESERVE, LLC; LAUREL PRESERVE, LLC; THE MARGUERITE J. NADEL REVOCABLE TRUST UAD 8/2/07; THE LAUREL MOUNTAIN PRESERVE HOMEOWNERS ASSOCIATION, INC.; THE GUY-NADEL FOUNDATION, INC.; LIME AVENUE ENTERPRISES, LLC; A VICTORIAN GARDEN FLORIST, LLC; VIKING OIL & GAS, LLC; and HOME FRONT HOMES, LLC (individually, "Receivership Entity," and collectively, "Receivership Entities"). On April 21, 2010, the Court issued an Order establishing a Claim Bar Date for all claims and approving this Proof of Claim Form and the basic procedures to administer any claims. In order to be eligible to receive a distribution from the Receivership Entities' assets, you must complete and return this Proof of Claim Form and, if applicable, provide the requested documentation, so that it is received on or before **September 2, 2010**, to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607**. *The proper filing of this completed claim form may entitle you to receive a distribution from the Receivership. Altered forms will not be accepted.*

The information provided in this Proof of Claim Form will be used to calculate your distribution, if any, from the Receivership. The Receiver has the right to dispute and/or verify any information you have provided in order to determine the proper distribution amount, if any, to which you may be entitled. The Receiver further has the right to amend any information he may have provided as to your Net Investment Amount. **By identifying and providing a Net Investment Amount for an account the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2), if warranted, amend the provided Net Investment Amount.**

### IMPORTANT INFORMATION TO READ PRIOR TO SUBMITTING THIS FORM

ANY PERSON OR ENTITY SUBMITTING THIS PROOF OF CLAIM FORM SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, AS TO ANY CLAIMS, OBJECTIONS, DEFENSES, OR COUNTERCLAIMS THAT COULD BE OR HAVE BEEN ASSERTED BY THE RECEIVER AGAINST SUCH CLAIMANT OR THE HOLDER OF SUCH CLAIM IN CONNECTION WITH THIS RECEIVERSHIP, INCLUDING THOSE ARISING OUT OF (1) ANY DEALING OR BUSINESS TRANSACTED BY OR WITH ANY RECEIVERSHIP ENTITY OR (2) ANY DEALING OR BUSINESS TRANSACTED THAT RELATES IN ANY WAY TO ANY RECEIVERSHIP PROPERTY. FURTHER, CLAIMANTS WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CLAIMS, OBJECTIONS, DEFENSES, AND COUNTERCLAIMS. IF THIS COMPLETED FORM, SIGNED UNDER PENALTY OF PERJURY, IS NOT RECEIVED BY THE RECEIVER AT THE ABOVE-REFERENCED ADDRESS BY **SEPTEMBER 2, 2010**, YOU WILL BE FOREVER BARRED FROM ASSERTING ANY CLAIM AGAINST THE RECEIVERSHIP ENTITIES' ASSETS AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

**General Instructions:**

You must answer each and every question. Please answer each question as fully as possible. If you need additional space to complete an answer, please attach a separate sheet of paper and indicate the number of the question for which you are providing the additional information. If the question does not apply to you, please write "not applicable." Do not write "NA," "N/A" or the like. If the answer to the question is "no" or "none," please answer as such.

1. Full name of person completing this form. Holly Decker, Business Services Officer, BB&T
2. If this form is being completed on behalf of a person or entity other than the person listed in question 1, please provide the name of the person or entity with an interest in the Receivership Entities' assets.

BB&T (Branch Banking & Trust of NC)

3. If this form is being completed on behalf of an entity, please provide the full name of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.

BB&T, Commercial Loan Division, Western Region of NC

4. Current address and telephone number of person completing this form.

One West Pack Square, Box 2, Asheville, NC 28801

5. Current address and telephone number of person or entity with an interest in the Receivership Entities' assets (if different from answer to question 4).

828-225-2031 or 828-225-2041

6. Provide one mailing address where you (or the person/entity on whose behalf you are acting) authorize the receipt of all future communications relating to this claim, including any possible distribution payment you may receive. It is your responsibility to advise the Receiver of any change to this address after the submission of this form.

BB&T, Attention: Holly Decker, One West Pack Square, Asheville, NC 28801

7. Please refer to Exhibit A attached to this document. If sufficient information is available, this Exhibit provides the following information for the identified "account:" (1) the total amount invested; (2) the total amount received; and (3) the Net Investment Amount. If you received funds unrelated to your investment in an "account" (for example, incentive fees), those amounts will also appear in the attached Exhibit. Do the amounts listed in the Exhibit accurately represent the amount of your investment into and all amounts received from that account and any other funds you received from the Receivership Entities? Failure to respond to this question will mean that you agree with the amounts listed in the Exhibit.

       Yes      x   No.

If you answered yes, you do not have to respond to questions 8 and 9.

8. Please provide the following information regarding your investment in or with, or interest in, any Receivership Entity, and attach copies of all checks, bank or other financial account statements, invoices, wire transfer confirmations, and other documents relating to your answer:

1<sup>st</sup> investment in or with the Receivership Entities:

totaled \$ 384,578.56

was made on 5/1/2007 (date);

through a check (or wire transfer) made payable to Laurel Preserve, LLC and drawn on account number 9511600232-00001 with BB&T of NC (identify financial institution); for Laurel Preserve, LLC (identify the purported fund or other entity through which your investment in or with the Receivership Entities was made).

If applicable, 2<sup>nd</sup> investment in or with the Receivership Entities:

totaled \$ \_\_\_\_\_

was made on \_\_\_\_\_ (date);

through a check (or wire transfer) made payable to \_\_\_\_\_ and drawn on account number \_\_\_\_\_ with \_\_\_\_\_ (identify financial institution); for \_\_\_\_\_ (identify the purported fund or other entity through which your investment in or with the Receivership Entities was made).

If additional investments were made, please attach a separate sheet identifying (1) those amounts, (2) the dates on which they were made, (3) the payee (or recipient) of the check (or wire transfer), (4) the account number and financial institution holding the account, and (5) the purported fund or other entity through which your investment in or with the Receivership Entities was made.

**Total amount you are claiming you invested in the Receivership Entities: \$384,578.56**

9. Have you ever received any amount from a Receivership Entity, either as a distribution on your investment or for any other reason? X Yes \_\_\_\_\_ No. If yes, please provide the following information for each amount received, and attach copies of all checks, bank or other financial account statements, wire transfer confirmations, and other documents relating to your answers.

	<u>Date</u>	<u>Amount</u>	<u>Payor/Payee of check/wire</u>
A.	_____	_____	<u>Please see attached loan payment history</u>
B.	_____	_____	_____
C.	_____	_____	_____

If any additional amounts were received from any Receivership Entity, please attach a separate sheet identifying those amounts, the dates on which they were received, and the payor and payee of the check(s) or wire transfers.

**Total amount you are claiming you received from the Receivership Entities: \$384,578.56**

10. Was any deposit into this account transferred from any other account with any Receivership Entity? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please identify the date of any such transfer(s), the account name(s) and Receivership Entity from which the funds were transferred, and the amount of the transfer(s).

We have no way of knowing.



11. Was your investment funded in any part with an investment in or funds received or transferred from any "investment club" operated by Arthur Nadel, such as Harmony Investment Club, Indigo Investment Club, or Traders Investment Club? \_\_\_\_\_ Yes \_\_\_\_\_ No.

If you answered yes, please identify with specificity the funds received or transferred, the date of any such transfer, and the name of the investment club from which the funds originated.

\_\_\_\_\_  
We have no way to trace funds used to pay for loan payments.  
\_\_\_\_\_

12. Have you filed or otherwise commenced any lawsuits, arbitrations, actions, or other proceedings; or made any demands against any person or entity, relating in any way to your investment in or with any Receivership Entity, including against (i) financial institutions; (ii) employees, officers, directors, representatives, other investors, or shareholders of any Receivership Entity; (iii) brokers or agents; or (iv) any other person or entity? \_\_\_\_\_ Yes  X  No.

If you answered yes, please identify with specificity the nature and status of any lawsuits, arbitrations, actions, other proceedings or demands that you have filed, made or otherwise commenced. Please include the name of the attorney and/or firm who commenced any such proceeding or made any such demand on your behalf.

13. If you were not an investor in a Receivership Entity, state how you claim an interest in any distribution by the Receivership Entities (for example, if you are the beneficiary of a deceased investor, the investment was assigned or sold to you, or you provided services or goods to the Receivership Entities for which you have not been paid).

\_\_\_\_\_  
Laurel Preserve, LLC owes BB&T \$378,076.95 for a commercial loan  
\_\_\_\_\_

collateral is 10 Laurel Cottage Lane, Black Mountain, NC 28711  
\_\_\_\_\_

This collateral is held in the control of the Receiver  
\_\_\_\_\_

14. Did you receive anything of value other than money from any Receivership Entity at any point in time (for example, fax machines, shares of stock)? \_\_\_\_\_ Yes  X  No. If yes, please identify what you received, from whom, and the date on which you received it.

15. Identify your primary contact person(s) at the Receivership Entities.

\_\_\_\_\_  
Laurel Preserve - Arthur Nadel  
\_\_\_\_\_

16. List any other employees or other representatives of any Receivership Entity or anyone else associated with a Receivership Entity, including any accountant (such as Michael Zucker), lawyer (such as lawyers associated with Holland & Knight LLP), or investment or trading representative (such as anyone associated with Shoreline Group, LLC) with whom you communicated or dealt.

Marguerite "Peg" Nadel

17. Please identify with specificity the way in which you came to learn about the Receivership Entities and thereafter invest in or with any of them, including the person who introduced you to the Receivership Entities, the statements made by that person, any documents provided by that person, meetings you had with the representative(s) of the Receivership Entities, information that you relied on, and any other information.

This claim is for a commercial loan in the name of Laurel Mountain Preserve, LLC. Loan number is 9511600232-00001.

Arthur and Peg Nadel approached BB&T for funding for the loan.

Please submit this completed and signed, under penalty of perjury, Proof of Claim Form and legible copies of any documentation requested in this form to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607** SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 2, 2010.

IF YOU DO NOT AGREE WITH ANY AMOUNTS PROVIDED ON EXHIBIT A OR NO AMOUNTS WERE PROVIDED ON EXHIBIT A, YOU MUST PROVIDE ALL DOCUMENTS OR OTHER MATERIAL THAT IS RELATED IN ANY WAY TO YOUR INVESTMENT IN THE RECEIVERSHIP ENTITIES, OR, IF YOU ARE NOT AN INVESTOR, TO YOUR CLAIM AGAINST A RECEIVERSHIP ENTITY, INCLUDING COPIES OF YOUR CANCELLED CHECKS, BANK OR OTHER FINANCIAL ACCOUNT STATEMENTS SHOWING THE TRANSFER OF FUNDS INVESTED AND RECEIVED, STATEMENTS FROM THE RECEIVERSHIP ENTITIES, WIRE TRANSFER CONFIRMATIONS, AND ANY OTHER DOCUMENTS REGARDING YOUR CLAIM(S).

Sign, date, print your name and title, if any.

By signing below, I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 which forms part of the laws of the United States of America that the information provided in this form is true and correct.

Sign: \_\_\_\_\_



Print Name: Holly Decker

Date: 9/2/2010

Title: VP



**EXHIBIT A**

**Account Name:** BB&T Commercial Loan Division, Western Region NC  
**Fund Name:** Laurel Preserve, LLC

<p><b>Amount Invested:</b> \$394,000 (original face amount of BB&amp;T note)</p> <p><b>Total Payments:</b> \$33,842.63</p> <p><b>Net Investment Amount:</b> \$360,157.37</p>
--

*The Receiver has determined not to specify a Net Investment Amount for the above-named account, entity and/or individual. Please respond to questions 8 and 9 on the Proof of Claim Form and provide all documents and other material that supports and otherwise relates in any way to your claim, including copies of cancelled checks, bank or other financial account statements showing the transfer of funds invested and received, statements from the Receivership Entities, wire transfer confirmations, and any other documents regarding your claim.*

THE RECEIVER HAS PROVIDED THE ABOVE INFORMATION BASED UPON DOCUMENTS AVAILABLE TO HIM. THESE FIGURES ARE BELIEVED TO BE ACCURATE AND REASONABLE CONCLUSIONS. PLEASE CAREFULLY REVIEW THE ABOVE AMOUNTS. IF THE NUMBERS PROVIDED ARE NOT CONSISTENT WITH YOUR RECORDS, IT IS YOUR OBLIGATION TO PROVIDE TRUE AND CORRECT INFORMATION TO THE RECEIVER. IF YOU CONFIRM THAT THE ABOVE AMOUNTS ACCURATELY REPRESENT THE AMOUNT INVESTED INTO AND ALL AMOUNTS RECEIVED FROM THE ABOVE-NAMED ACCOUNT AND ANY OTHER FUNDS YOU RECEIVED FROM THE RECEIVERSHIP ENTITIES, YOU ARE DOING SO UNDER PENALTY OF PERJURY.

BY IDENTIFYING AND PROVIDING THE ABOVE FIGURES, THE RECEIVER DOES NOT WAIVE ANY RIGHT TO (1) DENY, CONTEST THE VALIDITY OF, OR OTHERWISE OBJECT TO A CLAIM OR, (2) IF WARRANTED, AMEND ANY OF THE PROVIDED FIGURES.

13:30:32 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 001

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
05/07/07	05/04/07	002	11			3,174.50 3,174.50	NEW PRIN PROCEEDS	3,174.50
05/07/07	05/04/07	002	13			390,825.50	ADDL PRIN	394,000.00
05/10/07	05/09/07	002	17	58		1,500.00	ORIGINATIO CHARGED	
05/10/07	05/09/07	002	42	58		1,500.00	ORIGINATIO PAYMENT	
06/05/07	06/04/07	002	84			819.30 2,976.89 3,796.19	PRIN PMT INT PMT TOTL PMT	393,180.70

CUSTOMER # 9511600232 NOTE # 00001      CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44    PF7= PAGE FORWARD    PF9= FINAL PAGE    PF10= BANK VIEW

13:30:34 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 002

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
07/10/07	07/09/07	002	84			1,011.35 2,784.84 3,796.19	PRIN PMT INT PMT TOTL PMT	392,169.35
08/07/07	08/06/07	002	84			924.78 2,871.41 3,796.19	PRIN PMT INT PMT TOTL PMT	391,244.57
09/05/07	09/04/07	002	84			932.28 2,863.91 3,796.19	PRIN PMT INT PMT TOTL PMT	390,312.29
09/19/07	09/18/07	000	02	50		8.000000	RATE CHNG	
10/10/07	10/09/07	002	84			1,123.85 2,672.34 3,796.19	PRIN PMT INT PMT TOTL PMT	389,188.44

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:35 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 003

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
11/01/07	10/31/07	000	02	50		7.750000	RATE CHNG	
11/07/07	11/06/07	002	84			1,114.12	PRIN PMT	388,074.32
						2,682.07	INT PMT	
						3,796.19	TOTL PMT	
12/04/07	12/03/07	002	84			1,303.15	PRIN PMT	386,771.17
						2,493.04	INT PMT	
						3,796.19	TOTL PMT	
12/12/07	12/11/07	000	02	50		7.500000	RATE CHNG	
01/08/08	01/07/08	002	84			1,282.74	PRIN PMT	385,488.43
						2,513.45	INT PMT	
						3,796.19	TOTL PMT	
01/23/08	01/22/08	000	02	50		6.750000	RATE CHNG	

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:36 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 004

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
01/31/08	01/30/08	000	02	50		6.250000	RATE CHNG	
02/05/08	02/04/08	002	84			1,418.47	PRIN PMT	384,069.96
						2,377.72	INT PMT	
						3,796.19	TOTL PMT	
03/05/08	03/04/08	002	84			1,894.88	PRIN PMT	382,175.08
						1,901.31	INT PMT	
						3,796.19	TOTL PMT	
03/19/08	03/18/08	000	02	50		5.500000	RATE CHNG	
04/08/08	04/07/08	002	84			1,882.99	PRIN PMT	380,292.09
						1,913.20	INT PMT	
						3,796.19	TOTL PMT	
05/01/08	04/30/08	000	02	50		5.250000	RATE CHNG	
CUSTOMER # 9511600232 NOTE # 00001						CUSTOMER # 9511600232 NOTE # 00001		
PF4= CL44 PF7= PAGE FORWARD						PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW		



13:30:38 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 005

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
05/13/08	05/12/08	002	84			2,052.61	PRIN PMT	378,239.48
						1,743.58	INT PMT	
						3,796.19	TOTL PMT	
06/06/08	06/05/08	002	84			2,097.34	PRIN PMT	376,142.14
						1,698.85	INT PMT	
						3,796.19	TOTL PMT	
07/07/08	07/03/08	002	84			2,150.57	PRIN PMT	373,991.57
						1,645.62	INT PMT	
						3,796.19	TOTL PMT	
08/05/08	08/04/08	002	84			2,106.06	PRIN PMT	371,885.51
						1,690.13	INT PMT	
						3,796.19	TOTL PMT	

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:39 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 006

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
09/08/08	09/05/08	002	84			2,115.26 1,680.93 3,796.19	PRIN PMT INT PMT TOTL PMT	369,770.25
10/07/08	10/06/08	002	84			2,178.45 1,617.74 3,796.19	PRIN PMT INT PMT TOTL PMT	367,591.80
10/09/08	10/08/08	000	02	50		4.750000	RATE CHNG	
10/30/08	10/29/08	000	02	50		4.250000	RATE CHNG	
11/04/08	11/03/08	002	84			2,277.00 1,519.19 3,796.19	PRIN PMT INT PMT TOTL PMT	365,314.80

CUSTOMER # 9511600232 NOTE # 00001      CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44   PF7= PAGE FORWARD   PF8= PAGE BACK   PF9=FINAL PAGE   PF10= BANK VIEW

13:30:40 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 007

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
12/09/08	12/08/08	002	84			2,538.65	PRIN PMT	362,776.15
						1,257.54	INT PMT	
						3,796.19	TOTL PMT	
12/17/08	12/16/08	000	02	50		3.500000	RATE CHNG	
01/13/09	01/12/09	002	84			2,618.78	PRIN PMT	360,157.37
						1,177.41	INT PMT	
						3,796.19	TOTL PMT	
02/23/09	02/23/09	000	17	93		151.85	LATE FEES CHARGED	
03/23/09	03/23/09	000	17	93		151.85	LATE FEES CHARGED	

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:41 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 008

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
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04/21/09	04/21/09	000	17	93		151.85	LATE FEES CHARGED	
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05/21/09	05/21/09	000	17	93		151.85	LATE FEES CHARGED	
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06/22/09	06/22/09	000	17	93		151.85	LATE FEES CHARGED	
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07/21/09	07/21/09	000	17	93		151.85	LATE FEES CHARGED	
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08/21/09	08/21/09	000	17	93		151.85	LATE FEES CHARGED	
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09/21/09	09/21/09	000	17	93		151.85	LATE FEES CHARGED	
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CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:43 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 009

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
10/21/09	10/21/09	000	17	93		151.85	LATE FEES CHARGED	
11/23/09	11/23/09	000	17	93		151.85	LATE FEES CHARGED	
12/21/09	12/21/09	000	17	93		151.85	LATE FEES CHARGED	
01/21/10	01/21/10	000	17	93		151.85	LATE FEES CHARGED	
02/22/10	02/22/10	000	17	93		151.85	LATE FEES CHARGED	
03/22/10	03/22/10	000	17	93		151.85	LATE FEES CHARGED	

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:48 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 009

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
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10/21/09	10/21/09	000	17	93		151.85	LATE FEES CHARGED	
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11/23/09	11/23/09	000	17	93		151.85	LATE FEES CHARGED	
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12/21/09	12/21/09	000	17	93		151.85	LATE FEES CHARGED	
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01/21/10	01/21/10	000	17	93		151.85	LATE FEES CHARGED	
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02/22/10	02/22/10	000	17	93		151.85	LATE FEES CHARGED	
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03/22/10	03/22/10	000	17	93		151.85	LATE FEES CHARGED	
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CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001

PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

13:30:49 Thu Sep 02, 2010

LC91 \*\*\* BUSINESS LOAN - HISTORY INQUIRY \*\*\* TERMINAL ID 1DQW DATE 09/02/10  
LAUREL PRESERVE LLC CLIENT VIEW PAGE # 010

POST-DTE	EFF-DATE	BAT	TC	CD	SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC	PRIN-BALANCE
04/01/10	04/01/10	000	17	73		350.00	OUTS APPR/ CHARGED	
04/21/10	04/21/10	000	17	93		151.85	LATE FEES CHARGED	
05/21/10	05/21/10	000	17	93		151.85	LATE FEES CHARGED	
06/21/10	06/21/10	000	17	93		151.85	LATE FEES CHARGED	
07/21/10	07/21/10	000	17	93		151.85	LATE FEES CHARGED	
08/23/10	08/23/10	000	17	93		151.85	LATE FEES CHARGED	

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001  
PF4= CL44 FINAL PAGE - PF8= PAGE BACK PF10= BANK VIEW

# **EXHIBIT M**

**DECLARATION OF DAVID S. HENDRIX**

*Securities and Exchange Commission v. Arthur Nadel et al.*

**U.S. District Court, Middle District of Florida**

**Case No. 8:09-cv-0087-T-26TBM**



**From:** Alexandra de Alejo [<mailto:Alexandra.deAlejo@gray-robinson.com>]

**Sent:** Monday, November 05, 2012 5:00 PM

**To:** Gianluca Morello

**Cc:** Annelies M. Helms

**Subject:** Securities and Exchange Commission v. Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) re: BB&T Secured Claims

Mr. Morello,

It was a pleasure speaking with you today.

I look forward to hearing back from you once you have spoken to the receiver regarding BB&T's secured claims.

As you may recall, I was informed that the BB&T individual who emailed the proof of claim was Kade Herrick and it would have been emailed to Maya M Lockwood sometime around 8/27/2010. However, Ms. Herrick is no longer with BB&T; therefore, I am unable to obtain confirmation and/or a copy of the transmittal email.

---

Please note my new contact information can be found below and my direct dial is (305)-913-6784.

Your attention to this matter is greatly appreciated. Thank you.

**Alexandra de Alejo**

Associate Attorney

GrayRobinson, P.A.

1221 Brickell Avenue, Suite 1600

Miami, Florida 33131

Main: 305-416-6880 | Fax: 305-416-6887

Email: [Alexandra.deAlejo@gray-robison.com](mailto:Alexandra.deAlejo@gray-robison.com)

**GRAY | ROBINSON**

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