				OWB	NO. 2502-0265 7
A			B. TYPE OF LOAN	1	
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	1. FHA	2. FmHA	3. CONV. UNINS.	4. VA	5. CONV. INS.
	6. FILE NUMBER		7. LOAN NUMBER		
	TW110				
	8. MORTGAGE INS CASE NUMBER				
A STATE OF THE STA		and American	id to and by the cottlement	agent are chr	2446

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown.

Items marked "[POC]" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (TWINT556.PET/W1107556.PE F. NAME AND ADDRESS OF LENDER D. NAME AND ADDRESS OF BUYER E. NAME AND ADDRESS OF SELLER Whitney National Bank 228 St. Charles Avenue, Suite 405 New Orleans, LA 70130 Rhonda Latif and Steven Saltzman, wife and husband 5333 Gauley River Drive Stone Mountain, GA 30087 I. SETTLEMENT DATE H. SETTLEMENT AGENT 20-0112850 G. PROPERTY LOCATION Lot 8, Sandalwood Drive Title Works Santa Rosa Beach, FL 32459 August 26, 2011 Walton County, Florida PLACE OF SETTLEMENT 12273 Emerald Coast Parkway, Suite 107 Destin El 32550

Desti	n, FL 32550			
J. SUMMARY OF BUYER'S TRANSACT	ION	v	K. SUMMARY OF SELLER'S TRANSAC	CTION
100. GROSS AMOUNT DUE FROM BUYER:		400.	GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	70,050.00	401.	Contract Sales Price	70,050.00
102. Personal Property		402	Personal Property	
103. Settlement Charges to Buyer (Line 1400)	776.29	403.		
104.		404.		
105.		405.		
Adjustments For Items Paid By Seller in advance			Adjustments For Items Paid By Seller in advanc	e
106. City/Town Taxes to		406.	City/Town Taxes to	
107. County Taxes to		407.	County Taxes to	
108. Assessments 08/26/11 to 01/01/12	342.26	408.	Assessments 08/26/11 to 01/01/12	342.26
109.		409.	(	
110.		410.		
111.		411.		
112.		412		
120. GROSS AMOUNT DUE FROM BUYER	71,168.55	420.	GROSS AMOUNT DUE TO SELLER	70,392.26
200. AMOUNTS PAID BY OR IN BEHALF OF BUY	ER:	500.	REDUCTIONS IN AMOUNT DUE TO SELLER	₹:
201. Deposit or earnest money		501.	Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502.	Settlement Charges to Seller (Line 1400)	6,686.70
203. Existing loan(s) taken subject to		503.	Existing loan(s) taken subject to	
204.			Payoff of first Mortgage	
205.		505.	Payoff of second Mortgage	
206.		506.		
207.		507.	(Deposit disb. as proceeds)	
208.		508.		
209		509.		
Adjustments For Items Unpaid By Seller			Adjustments For Items Unpaid By Seller	
210. City/Town Taxes to		510.	City/Town Taxes to	
211. County Taxes 01/01/11 to 08/26/11	378 89		County Taxes 01/01/11 to 08/26/11	378.89
212 Assessments to	515155		Assessments to	
213.		513.		
214.		514.		
215.		515.		
216		516.		
217.		517.		
218.		518		
219.		519		
220. TOTAL PAID BY/FOR BUYER	3,378.89	520	TOTAL REDUCT. AMT DUE SELLER	7,065.59
300. CASH AT SETTLEMENT FROM/TO BUYER:			CASH AT SETTLEMENT TO/FROM SELLER	<b>!</b> :
301. Gross Amount Due From Buyer (Line 120)	71,168,55		Gross Amount Due To Seller (Line 420)	70,392.26
302. Less Amount Paid By/For Buyer (Line 220)	-	-	Less Reductions Due Seller (Line 520)	( 7,065.59
303. CASH ( X FROM ) ( TO ) BUYER			CASH(X TO)( FROM) SELLER	63,326.67



	L. SETTLEMENT CHARGES		0.40
700. TOTAL COMMISSION Based of		PAID FROM	PAID FROM
Division of Commission (line 700) as		BUYER'S	SELLER'S
701, \$2,802.00 to Silver Real Esta	ate	SETTLEMENT	FUNDS AT SETTLEMENT
702 \$2,802.00 to Joe Burton Rea		FACTOR ASSESSMENT	
703. Commission Paid at Settlement			5,604.0
704.	to		0,004,0
800. ITEMS PAYABLE IN CONNECT	TION WITH LOAN		
801. Loan Origination Fee %			
802 Loan Discount %			
803. Appraisal Fee	to		
804. Credit Report	to		
805 Lender's Inspection Fee	to		
806. Mortgage Ins. App. Fee	to		
807. Assumption Fee	to		
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER	R TO BE PAID IN ADVANCE		
901. Interest From to	@ \$ /day ( days %)		
902.MIP Totins. for LifeOfLoan	months		
	Oyears		
904.	7 900.0		
905.			
1000. RESERVES DEPOSITED WIT	H I ENDER		
Contractor - the second contractor of the seco	The state of the s		
1001. Hazard Insurance	months @ \$ per month		
1002. Mortgage Insurance	months @ \$ per month		
1003 City/Town Taxes	months @ \$ per month		
1004 County Taxes	months @ \$ per month		
1005 Assessments	months @ \$ per month		
1006.	months @ \$ per month		
1007.	months @ \$ per month months @ \$ per month		
1008.Aggregate Adjustment	months @ \$ per month		
1100. TITLE CHARGES	021 4300000		
1101.Settlement or Closing Fee	to Title Works	160.00	
1102 Abstract or Title Search	to First American Title Insurance Company	100.00	
1103.Title Examination	to		
1104.Title Insurance Binder	to		
1105 Document Preparation	to		
1106.Notary Fees	to		
1107.Attorney's Fees	to		
(includes above item numbers:	)	1.3999.9000	
1108.Title Insurance (includes above item numbers:	to First American Title Insurance Company	402.79	
	s		
1109. Lender's Coverage	\$ 70,050.00 402.79		
1110. Owner's Coverage	402.19		
1111.			
1112. 1113.			
1200. GOVERNMENT RECORDING	AND TRANSFER CHARGES		
	50; Mortgage \$ : Releases \$ 20.00	20.50	
CALADA SA TARA TARA TARA SA	Here is a second of the second	38.50	
1202. City/County Tax/Stamps: Deed	Mortgage le Stamps 490.70; Mortgage		100 =
	e Stamps 490.70. Mortgage		490.70
1204. 1205.			
	HARCES		
1300. ADDITIONAL SETTLEMENT C			
1301.Survey	to		
1302.Pest Inspection	to Title Works	75.5	
1303.Overnight Services/Handling	to Title Works	75.00	100.00
1304 Bi-Annual Assessments	to Magnolia Dunes HOA		492.00
1305.			22333
1400. TOTAL SETTLEMENT CHARG	GES (Enter on Lines 103, Section J and 502, Section K)	776.29	6,686.70



#### ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Buyer: Rhonda Latif and Steven Saltzman, wife and husband

Seller: Whitney National Bank
Settlement Agent: Title Works

(850)654-4618

Place of Settlement: 12273 Emerald Coast Parkway, Suite 107

Destin, FL 32550 Settlement Date: August 26, 2011

Property Location: Lot 8, Sandalwood Drive

Santa Rosa Beach, FL 32459 Walton County, Florida

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Rhonda Latif Steven Saltzman Whitney National Bank

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

> Title Works Settlement Agent

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Rhonda Latif Steven Saltzman Whitney National Bank

Stephen P. Duffy, Vice-President

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> Title Works Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Prepared By and Return to:

Title Works 12273 Emerald Coast Parkway, Suite 107 Destin, Florida 32550

File No. TW1107556

Property Appraiser's Parcel I.D (folio) Number(s): 24-3S-19-25185-000-0080

# SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made on this **26th day of August**, **2011** between **Whitney National Bank**, whose address is: 228 St. Charles Avenue, Suite 405, New Orleans, LA 70130, Grantor, and **Rhonda Latif and Steven Saltzman**, **wife and husband**, whose address is: 5333 Gauley River Drive, Stone Mountain, GA 30087, Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, hereby grants, bargains, sells, aliens, remises, release, conveys and confirms unto the Grantee, Grantee's successors and assigns forever, the following described land, situate, lying and being in WALTON County, Florida:

Lot 8, MAGNOLIA DUNE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 11, Page(s) 6 and 6A, of the Public Records of Walton County, Florida. Subject to encumbrances, easements and restrictions of record and taxes through December 31, 2010.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor covenants with Grantee that, Grantor is lawfully seized of said land in fee simple, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

Signed, sealed and delivered in the present	ce of:
Milion anhart Witness Print Name: MELISSA AIRH MRT	Whitney National Bank
Courtney Ducote Witness Print Name: Courtney Ducote	BY: MP. Stephen P. Duffy, Vice-President
STATE OF LOUISIANA PARISH OF OF PANS	- 0.1
	dged before me this 24 day of August, 2011 by Whitney National Bank, who is/are personally known license as identification.
	Notary Public Print Name:
	My Commission Expires:
(seal)	WAYNE B. PITTMAN, JR. NOTARY PUBLIC PARISH OF ORLEANS, STATE OF LOUISIANA MY COMMISSION ISSUED FOR LIFE. NOTARY NUMBER: 51116

## EXTRACT OF THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

# HANCOCK BANK OF LOUISIANA NOW KNOWN AS WHITNEY BANK

Held Wednesday, May 18, 2011

**RESOLVED**, that E. Dale Lindsey, Jr., Vice President and Stephen P. Duffy. Vice President, each acting alone, are hereby authorized to execute and deliver such acts, instruments and documents which may be necessary and appropriate in order to sell, without any warranties, liability or recourse, except those limited warranties relating to Whitney Bank's own tenure as owner, which may be required or customary in some states, all of Whitney Bank's rights, titles and interests to the real estate described below, for such price or prices, for such considerations, and on such other terms, conditions, exceptions and stipulations as any such official above designated, so executing and delivering such acts, instruments and documents, may, in the sole discretion of such official, deem necessary and appropriate.

Lot 8, Magnolia Dune Subdivision, according to the Plat thereof as recorded in Plat Book 11, Page(s) 6 & 6A, of the Public Records of Walton County, Florida.

I, Patricia K. Loupe, Sr. Assistant Corporate Secretary of Whitney Bank, do hereby certify that the above and foregoing is a true and correct copy of the resolution unanimously adopted by the Board of Directors of Whitney Bank at its meeting held on May 18, 2011, a quorum being present and voting, and that such resolution is in full force and effect, without revocation, amendment or change as of the date of this certification.

This certification dated and signed this 25<sup>th</sup> day of July, 2011.

Sr. Assistant Corporate Secretary

FL-258

## STATE OF LOUISIANA

#### PARISH OF ORLEANS

**BEFORE ME**, the undersigned Notary, duly qualified in the Parish and State aforesaid, personally came and appeared Whitney Bank through its Senior Assistant Corporate Secretary, Patricia K. Loupe, who did affirm and say the following:

- 1. Whitney Holding Corporation was merged into Hancock Holding Company on June 4, 2011.
- 2. Whitney National Bank was merged into Hancock Bank of Louisiana, which immediately changed its name to Whitney Bank, on June 4, 2011.

Patricia K. Loupe

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 11TH DAY OF JULY, 2011.

Teresa Z. Lygate Notary Public

Notary Number: 34565 My Commission Issued for Life

## SELLER'S ADDRESS STATEMENT

File:

TW1107556

Seller:

Whitney National Bank

Property:

Lot 8, Sandalwood Drive, Santa Rosa Beach, FL

We the undersigned seller(s) direct all future closing documents to be delivered to the following address:

228 St. Charles Avenue, Suite 405

New Orleans, LA 70130

Phone No.:

Whitney National Bank

Stanhan P. Duffi

Title Works 12273 Emerald Coast Parkway, Suite 107

Destin, Fl 32550

#### CLOSING STATEMENT ADDENDUM

Seller.

Whitney National Bank

Buver:

Rhonda Latif and Steven Saltzman

Property: Closing Agent: Lot 8, Sandalwood Drive, Santa Rosa Beach, FL

Closing Date:

Title Works, 12273 Emerald Coast Parkway, Suite 107, Destin, Florida 32550

File Number:

08/26/11 TW1107556

TAX RE-PRORATION AGREEMENT: If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

AGREEMENT TO COOPERATE: If requested by Lender (if any), closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

 $\label{thm:homeowner} \textbf{HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS:} \quad \text{The Buyer(s) acknowledge(s)} \quad \text{the} \quad$ existence of any homeowner's and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. If there are discrepancies between the figures used by Closing Agent in preparing the closing statements and future information provided by the mortgagees or other service providers resulting in a demand for additional funds, the party responsible for such fees as shown on the closing statement shall, upon request from the Closing Agent, remit the additional funds forthwith. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

buyers:	Sellers:
	Whitney National Bank
Rhonda Latif	
	BY: AM W.
Steven Saltzman	Stephen P. Duffy, Vice-President

# CONTRACT COMPLIANCE AGREEMENT

Seller:

Whitney National Bank

Buver:

Rhonda Latif and Steven Saltzman

Property:

Lot 8, Sandalwood Drive, Santa Rosa Beach, FL

File No.:

TW1107556

The undersigned Seller and Buyer of the above referenced property do hereby acknowledge and agree that all conditions, contingencies and/or provisions of the sales contract dated 07/27/11, performance of which are required prior to closing of this transaction, have been complied with to the satisfaction of all parties hereto, or in the alternative, performance of same prior to closing, is hereby waived by the undersigned parties.

Furthermore, the parties hereto covenant and agree to release, acquit and discharge the Closing Agent of and from any and all liability relative to the performance of such conditions, contingencies and/or provisions.

DATED:

08/26/11

Rhonda Latif

Whitney National Bank

Steven Saltzman

Stephen P. Duffy, Vice-President

#### TAX PRORATION AGREEMENT

Seller:

Whitney National Bank

Buyer:

Rhonda Latif and Steven Saltzman

Property:

Lot 8, Sandalwood Drive, Santa Rosa Beach, FL

Closing Date: 08/26/11

It is understood between the parties hereto that the exact amount of real property taxes applicable to the subject property for the current year is unknown. The tax pro-ration herein was therefore based upon estimated taxes in the amount of \$583.52. (This amount is based on information provided by the Property Appraisals Office for the current years millage rate, which is not based on your purchase price. Next year your taxes may change due to this transaction and the county millage taxation rate and is not applicable to this Agreement.)

Should actual taxes for the current year vary from the estimated taxes by \$100 or more, each party shall have the right to demand and receive from the other a re-proration of taxes and reimbursement for the prorated amount of variation thereof. Each party consents to such proration and agrees to look to the other party should a re-proration become necessary, and to save and hold harmless as to such proration the mortgagee, realtors, and, title insurance underwriter, and closing agent.

Each party herein agrees that a tax re-proration will not be applicable if such difference is due to the purchaser/buyer building improvements on the property.

DATED:	08/26/11	
		Whitney National Bank
Rhonda Latif		12 cm
	13.49	BY:
Steven Saltzma	an	Stephen P. Duffy, Vice-President

#### Tax Re-Proration Worksheet

DAILY TAX RATE: Actual tax bill divided by 365 days	S
Proration of Actual Taxes:	
Daily tax rate from above multiplied by the number of days	
From January 1 to closing date which is days	S
Less: Estimated tax proration	\$
Difference between actual vs. estimated taxes	S

If difference is a positive number; Seller owes Buyer the difference; If difference is a negative number, Buyer owes Seller the difference.

# CLOSING AFFIDAVIT (SELLER)

BEFORE ME, The undersigned authority, personally appeared, Steve P. Duffey, Vice-President of Whitney National Bank, (Affiant) being duly sworn on oath, deposes, states, represents, warrants and confirms that:

- 1. Affiant is the owner of the below described property and has personal knowledge of all matters as set forth in this affidavit.
  - Lot 8, MAGNOLIA DUNE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 11, Page(s) 6 and 6A, of the Public Records of Walton County, Florida.
- 2. The above described property is free and clear of all liens, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 2011, which are not yet due and payable.
- 3. That there have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
- 4. There have been no documents recorded in the Public Records of Walton County, Florida subsequent to 08/01/11, which affect title to the Property and Seller has not entered into any contracts for sale, disposition or leasing of the Property except as may have been disclosed to Title Works in writing, and Seller has no knowledge of any matter affecting title to the Property.
- 5. That the personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. That the Seller knows of no violations of Municipal or County Ordinances pertaining to the above described real property. That no judgment decree has been entered in any court in this State or the United States against Seller which remains unsatisfied. That there are no persons other than Seller in possession of the above described property.
- 6. Seller agrees that in the event of the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
- 7. That Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property Seller certifies the following:

- a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States income taxation.
- Seller's Tax Identification Number and Address are listed on the 1099 form signed by seller.

Seller understands this certification may be disclosed by Buyer to the Internal Revenue Service and that any false statement made by Seller could be punished by fine, imprisonment, or both. Under penalties of perjury Seller declares that to the best of his knowledge and belief the certification contained herein is true, correct and complete and that Seller has authority to sign this affidavit as either Seller or on behalf of any entity Seller.

- 8. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above described property and, for the purpose of inducing Title Works, and First American Title Insurance Agency to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds Title Works and First American Title Insurance Company harmless and will defend and fully indemnify same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant" "Seller" and "Buyer" include singular or plural as context so requires or admits. This affidavit is made under the penalties of perjury.
- 9. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the law of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Further Affiant sayeth not.

Whitney National Bank

	BY: Ne Duffy Vice President
STATE OF LOUISIANA	Stephen P. Duffy, Vice-President ALL TO The best of my Knowledge
COUNTY OF Dohewas	<del></del> 24
Sworn to and subscribed before me	this August 26, 2011 by Steve P. Duffey, Vice-President of rsonally known to me or who has produced a driver's license
as identification.	

Notary Public

Print Name:

My Commission Expires:

(seal)

WAYNE B. PITTMAN, JR.

NOTARY PUBLIC

PARISH OF ORLEANS, STATE OF LOUISIANA
MY COMMISSION ISSUED FOR LIFE.

NOTARY NUMBER: 51116