

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:09-cv-87-T-26TBM

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.

AFFIDAVIT OF CHRISTOPHER D. MOODY AND NEIL V. MOODY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Christopher D. Moody and Neil V. Moody depose and say as follows:

1. We, Christopher D. Moody and Neil V. Moody, are adults and otherwise competent to make this affidavit, which we understand will be used by the Receiver, Burton W. Wiand, to support a motion (the “**Motion**”) (1) to enjoin state court proceedings in *Paolino v. Neil V. Moody and Christopher D. Moody*, Case No. 2009-ca-001876 (Cir. Ct.

12th Judicial Cir., Sarasota County, Fla.) (the “**Paolino Proceeding**”) and (2) for possession of the jewelry identified in the list attached hereto as **Exhibit A** (the “**Jewelry**”), which is currently held by a receiver appointed in the Paolino Proceeding.

2. Until the time of the commencement of this Receivership on January 21, 2009, we were officers of Valhalla Management, which was the general partner of Valhalla Investment Partners. We were also co-managing members of Viking Management, which was the managing member of Viking Fund and Viking IRA Fund. These five entities are referred to collectively as the “**Business Entities**.”

3. We received from the Business Entities a combination of performance allocations and management fees (the “**Fees**”).

4. We entered into a number of agreements and transactions with Queen’s Wreath Jewels, Inc. (“**Queen’s Wreath**”). Queen’s Wreath operates as a jewelry store in Sarasota, Florida. As detailed in the Transaction Summary attached hereto as **Exhibit B**, we purchased stock from, made loans to, and purchased jewelry from Queen’s Wreath.

- a. **Stock.** On or about January 31, 2006, we executed a Stock Issuance Agreement with Tina T. Little, President and shareholder of Queen’s Wreath. A true and correct copy of the Stock Issuance Agreement is attached hereto as **Exhibit C**. Under that agreement, we each purchased 20% (200 shares) of outstanding stock in Queen’s Wreath for \$200,000. As a result of this \$400,000 total investment, we each received a 20% interest in Queen’s Wreath.

- b. **Loans.** Between March 7, 2006, and July 6, 2006, Christopher D. Moody made three loans to Queen's Wreath. Those loans totaled \$96,738.00 and operated as a line of credit from which Queen's Wreath would draw. On or about January 1, 2008, the line of credit was lowered to \$61,095.75. (Ex. B at 1.) Neil V. Moody also loaned \$36,739.45 to Queen's Wreath. (Ex. B at 3.)
- c. **Jewelry.** Between January 14, 2008, and July 30, 2008, we each paid \$375,000.00 (totaling \$750,000.00) to Queen's Wreath as a loan to purchase an inventory of jewelry. Subsequently, Queen's Wreath made payments totaling \$45,382.50 to each of us (totaling \$90,765.00), which reduced the balance of each of our loans for purchase of the jewelry inventory to \$329,617.50. (Exs. A, B.) Therefore, the total balance of the loans to purchase jewelry inventory owed to us was \$659,235.00.

5. On or about April 7, 2009, we executed an Agreement to Transfer Stock and Mutual Release (the "**Transfer Agreement**"). A true and correct copy of the Transfer Agreement is attached hereto as **Exhibit D**. Pursuant to the Transfer Agreement, we transferred our stock in Queen's Wreath to Tina Little; released Queen's Wreath from liability for the monies owed to us for prior loans; and released Queen's Wreath from liability for the \$659,235.00 it borrowed from us to purchase the Jewelry. (Ex. D at 2.)

- 6. The Transfer Agreement also acknowledges that Queen's Wreath
 - a. holds the Jewelry as a consignee for us;

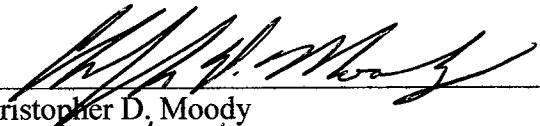
- b. will, subject to the Sarasota Court's approval, hold the Jewelry for sale in the ordinary course of business; and
- c. will hold the proceeds of any sales of the Jewelry, "less the consignment fee of twenty (20%) percent to be disbursed as directed by a Court of competent jurisdiction."

7. Upon information and belief, the jewelry is currently being held in a safe deposit box, to which the receiver in the Paolino Proceeding and counsel for Queen's Wreath have keys.

8. We have no objection to and support the Receiver's Motion.

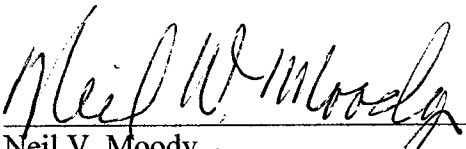
[signatures on following page]

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



Christopher D. Moody
8/24/09

Date executed



Neil V. Moody
8/20/09

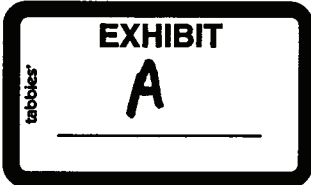
Date executed

VENDOR: Neil & Chris Moody

INVOICE TOTAL: 675405.00

INVOICE #: 0386

LN	#	STYLE	MFG CLASS	CDE	CODES	COST	DESCRIPTION	EXT
1		LR63RYYN	M00	110	888	28451.00	3.16RLY SI1 RAD	28451.00
2		LR62VN21	M00	110	888	24040.00	2.12 OV H/VS2	24040.00
3		LE733212	M00	110	888	4075.00	1.56 3-SIDED ETERNIT	4075.00
4		LR12C7CA	M00	110	888	262589.00	7.02 CUSH E/SI1 CAD	262589.00
5		LR62VPN	M00	110	888	32500.00	2.22 OV D/SI1	32500.00
6		LEY732	M00	110	888	1975.00	206812 FY	1975.00
7		LR868RYC	M00	110	888	151175.00	215003 6.12CT FY IF	151175.00
8		ER30CLD2	M00	210	888	6350.00	CUSH .63 .55LNG DROP	6350.00
9		ER25LMDN	M00	210	888	4650.00	0.55MQ .49RB DROP	4650.00
10		ER8T2100	M00	210	888	6675.00	0.79PS .31RB DROP	6675.00
11		ER30VPS2	M00	210	888	9175.00	.82PS .68OV .74RB	9175.00
12		ER45ORY	M00	210	888	3250.00	201476 RAD YL EAR	3250.00
13		ERHS40BN	M00	210	888	7925.00	215891	7925.00
14		SSER	M00	210	888	5150.00	215820 SHIELD DROP	5150.00
15		1BRM1R21	M00	310	888	47000.00	5.55 RAD G/VS1	47000.00
16		BR6408	M00	310	888	5975.00	110982 MED SCALLOP	5975.00
17		SSBR	M00	310	888	26150.00	200390 YL BZL PS	26150.00
18		NK203021	M00	410	888	10050.00	16" 4.35 PL	10050.00
19		PDNALAN	M00	410	888	31250.00	203558	31250.00
20		PDMS60BN	M00	710	888	7000.00	215889	7000.00



Christopher D. Moody and Neil V. Moody
Transactions Related to Queens' Wreath Jewels, Inc. ("Queens' Wreath")

Date	Amount	From	To	Description
1/9/06	\$1,229,817.47	Business Entities ¹	C. Moody	Deposit of management and performance incentive fees ("Fees")
1/9/06	\$1,844,726.21	Business Entities	N. Moody	Deposit of Fees
1/19/06	\$100,000.00	C. Moody	Queens' Wreath	First half of stock purchase
1/19/06	\$100,000.00	N. Moody	Queens' Wreath	First half of stock purchase
3/7/06	\$26,000.00	C. Moody	Queens' Wreath	Loan to Queens' Wreath
3/10/06	\$13,000.00	N. Moody	C. Moody	Contribution toward half of loan to Queens' Wreath
4/10/06	\$902,456.50	Business Entities	C. Moody	Deposit of Fees
4/10/06	\$977,456.50	Business Entities	N. Moody	Deposit of Fees
4/11/06	\$100,000.00	C. Moody	Queens' Wreath	Second half of stock purchase
4/11/06	\$100,000.00	N. Moody	Queens' Wreath	Second half of stock purchase
4/12/06	\$26,000.00	C. Moody	Queens' Wreath	Loan to Queens' Wreath
4/12/06	\$13,000.00	N. Moody	C. Moody	Contribution toward half of loan to Queens' Wreath
7/6/06	\$100,000.00	Viking Fund	C. Moody	Deposit from redemption of holdings in Viking Fund
7/6/06	\$44,738.00	C. Moody	Queens' Wreath	Loan to Queens' Wreath
7/6/06	\$26,000.00	Home equity loan	C. Moody	Deposit from home equity loan
On September 1, 2006, the loans from Christopher Moody to Queens' Wreath were converted to a line of credit between Christopher Moody and Queens' Wreath. The Line of credit was interest-only and was to be paid monthly. At this point, the total line of credit was \$96,738 .				
9/6/06	\$26,000.00	C. Moody	N. Moody	Payment for Neil Moody's earlier loan to Queens' Wreath
On January 1, 2008, the line of credit from Christopher Moody was lowered to \$61,095.75 .				
1/14/08	\$1,278,444.69	Business Entities	N. Moody	Deposit of Fees
1/14/08	\$250,000.00	N. Moody	Queens' Wreath	Purchase of jewelry inventory
4/15/08	\$1,254,531.44	Business Entities	C. Moody	Deposit of Fees
4/18/08	\$250,000.00	C. Moody	Queens' Wreath	Purchase of jewelry inventory

¹ The term "**Business Entities**" refers to Valhalla Management, Inc.; Valhalla Investment Partners, L.P.; Viking Fund, LLC; and Viking IRA Fund, LLC.

Date	Amount	From	To	Description
7/16/08	\$1,348,043.13	Business Entities	C. Moody	Deposit of Fees
7/16/08	\$883,695.43	Business Entities	N. Moody	Deposit of Fees
7/30/08	\$125,000.00	C. Moody	Queens' Wreath	Purchase of jewelry inventory
7/30/08	\$125,000.00	N. Moody	Queens' Wreath	Purchase of jewelry inventory
As of July 30, 2008, a total of \$750,000 was paid to Queens' Wreath for the jewelry inventory. Christopher D. Moody and Neil V. Moody each paid \$375,000.00 .				
10/15/08	\$36,739.45	N. Moody	Queens' Wreath	Short-term Loan to Queens' Wreath
11/20/08	\$19,395.00	Queens' Wreath	C. Moody	Payment from jewelry inventory. Reduced balance to \$355,605.
11/20/08	\$19,395.00	Queens' Wreath	N. Moody	Payment from jewelry inventory. Reduced balance to \$355,605.
1/9/09	\$25,987.50	Queens' Wreath	C. Moody	Payment from jewelry inventory. Reduced balance to \$329,617.50.
1/9/09	\$25,987.50	Queens' Wreath	N. Moody	Payment from jewelry inventory. Reduced balance to \$329,617.50.
January 9, 2009: Transaction Summary for Christopher D. Moody and Neil V. Moody				
Transaction	C. Moody	N. Moody	Combined	
Investment (# shares)	\$200,000 (200 shares)	\$200,000 (200 shares)	\$400,000 (400 shares)	
Loans	\$61,095.75	\$36,739.45	\$97,835.20	
Jewelry Inventory	\$329,617.50	\$329,617.50	\$659,235.00	
Totals	\$590,713.25	\$566,356.95	Combined Total: \$1,157,070.20	
<p>On April 7, 2009, the Moodys entered into an agreement with Queens' Wreath (the "Transfer Agreement").</p> <p>Under the Transfer Agreement, the Moodys released Queen's Wreath from liability of all prior loans.</p> <p>The Moodys also agreed to transfer their 400 shares of stock in Queens' Wreath (200 shares each) to the company's president and terminate the previous shareholders' agreement.</p> <p>Queens' Wreath transferred its interest in the jewelry as a consignee for the Moodys, to hold the jewelry for sale in the ordinary course of business and to hold the proceeds of any sales (less a 20% consignment fee).</p>				

STOCK ISSUANCE AGREEMENT

THIS AGREEMENT is made and entered into on January 31, 2006, by, between and among CHRISTOPHER D. MOODY and NEIL MOODY, (hereinafter referred to as "Purchasers"), TINA T. LITTLE (hereinafter referred to as the "Shareholder"), and QUEENS' WREATH JEWELS, INC., a Florida corporation (hereinafter referred to as the "Corporation").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Background Facts. The Articles of Incorporation for the Corporation were filed on May 24, 1999, with the Florida Department of State. The maximum number of shares of common stock that the Corporation is authorized to have outstanding at one time is one thousand (1,000) shares, of which 1000 are issued and outstanding. In consideration for Purchaser's capital contribution of _____ (\$ 400,000.00 ^{to Shareholder, the shareholder} the Corporation desires to issue to Purchaser forty percent (40%) of the total issued and outstanding shares of the Corporation in accordance with the terms hereof.

2. Issuance of Stock. Purchasers shall ^{purchase 40% of the shares} ~~make a capital contribution of~~ _____ DOLLARS (\$ 400,000.00 ^{Shareholder} to the Corporation and the Corporation shall issue shares to Purchasers so that, following the execution of this Agreement, Purchasers will own forty percent (40%) of the total issued and outstanding shares of the Corporation as follows: Twenty



percent (20%) to CHRISTOPHER D. MOODY and twenty percent (20%) to NEIL MOODY. Simultaneously, Shareholder agrees to tender her shares, represented by Certificate No. 1, to the Corporation for reissuance so that, following the execution of this Agreement, Shareholder and Purchasers will be the holders of the following shares of the Corporation:

<u>Certificate Number</u>	<u>Owner</u>	<u>Number of Shares</u>
2	Tina T. Little	600
3	Christopher D. Moody	200
4	Neil Moody	200

3. Representations of Corporation. The Corporation represents, warrants and agrees with Purchaser as follows:

A. The Corporation is a corporation duly organized and existing in good standing under the laws of the State of Florida, current in the payment of its taxes and fees, and has the corporate power to own its properties and carry on its business as now being conducted.

B. Following the execution of this Agreement, the shares which are being issued to Purchasers pursuant to this Agreement will constitute forty percent (40%) of the total issued and outstanding shares of the Corporation. All of such shares shall have been validly issued and fully paid and nonassessable.

C. The consummation of the transactions contemplated by this Agreement will not breach the Articles of Incorporation, Bylaws, or any resolution of the Board of Directors or stockholders of the Corporation.

D. To the best of the knowledge of the Corporation and the Shareholder, there has been no material adverse change in the financial status of the Corporation during the preceding twelve (12) months and the Corporation has been operated in the normal course of business.

E. The Corporation has no subsidiaries. The Corporation has good and marketable title to all its properties and assets and is in possession of all properties and assets owned by it.

F. There are no unpaid loans or obligations from the Corporation to Shareholder as of the date of this Agreement other than described on Exhibit "A" attached hereto.

4. Capital Contribution. The capital contribution of Purchasers for the stock of the Corporation issued hereunder shall be paid by Purchasers in cash at the Closing.

5. Closing. The closing date shall be on or before January 31, 2006.

6. Waiver of Preemptive Rights. For purposes of this Agreement, the Shareholder waives any preemptive rights, or notice by the Corporation of such rights which may exist with respect to the common stock of the Corporation being issued to Purchasers under the terms of this Agreement.

7. Prior Agreements. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

8. Amendment. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein. No amendment, modification or waiver of any provision hereof shall be valid or binding unless in writing and signed by all of the parties hereto.

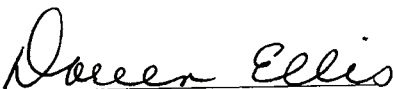
9. Binding Effect. This Agreement shall be binding on the parties hereto, their heirs, personal representatives, executors, successors and assigns, and the parties hereby agree for themselves and their heirs, personal representatives, executors, successors and assigns, to execute any instruments and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

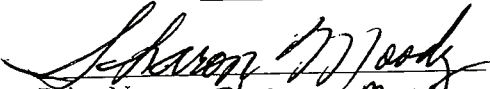
10. Attorney's Fees. If there is a breach of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fees for negotiation, trial or appellate proceedings from the breaching party or parties.

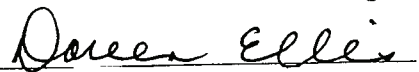
11. Florida Law. This Agreement shall be governed by and construed under the laws of the State of Florida, and venue for any proceeding relating thereto shall be Sarasota County, Florida.

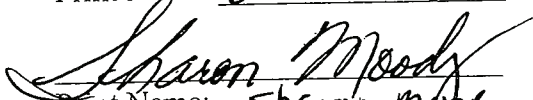
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


WITNESSES:

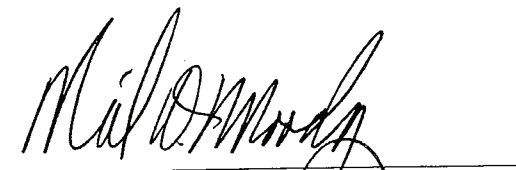

Print Name: Doreen Ellis


Print Name: Sharon Moody


Print Name: Doreen Ellis


Print Name: Sharon Moody


CHRISTOPHER D. MOODY


NEIL MOODY

"Purchasers"

DoREEN Ellis
Print Name: ~~Tina Little~~
Doreen Ellis

Sharon Moody
Print Name: Sharon Moody

Tina Little
TINA T. LITTLE

“Shareholder”

DoREEN Ellis
Print Name: ~~Tina Little~~
Doreen Ellis

Sharon Moody
Print Name: Sharon Moody

QUEENS' WREATH JEWELS, INC.

By: Tina Little
TINA T. LITTLE, President

“Corporation”

JMC:sam\H:\APPS\wp80\Stock Issuance queens wreath

AGREEMENT TO TRANSFER STOCK AND MUTUAL RELEASE

THIS AGREEMENT, made and entered into this 7 day of April, 2009 by and between TINA T. LITTLE (hereinafter called "Little") CHRISTOPHER D. MOODY and NEIL MOODY, (hereinafter called "Moody's") and QUEEN'S WREATH JEWELS, INC., A FLORIDA CORPORATION (hereinafter called the "Corporation").

BACKGROUND

WHEREAS, Little and the Moodys are shareholders in the corporation and hold their shares in the Corporation pursuant to a certain Shareholders Agreement between the parties, (a copy of which is attached as Exhibit "A"); and

WHEREAS, the Moodys have loaned the Corporation funds in the current amount of approximately Six Hundred Seventy Five (\$675,000.00) Thousand Dollars which funds were used to purchase inventory (a list of which is attached hereto as Exhibit B); and

WHEREAS, this current inventory is being held by Little's Attorney subject to a Court Order entered in Case No. 2009 CA 001 1876 NC in the Circuit Court of the Twelfth Judicial Circuit, Sarasota County, Florida; and

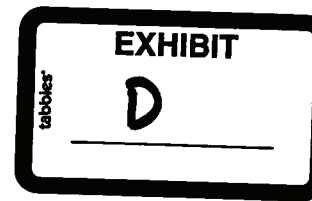
WHEREAS, the Moodys have made certain other loans to the corporation which loans total approximately \$135,421; and

WHEREAS, the corporation is currently insolvent and additional funds must be raised in order for the Corporation to remain financially viable. These funds cannot be raised as long as the Moodys are Shareholders.

WHEREAS, the Moodys have agreed to transfer their Stock in the Corporation back to Little and release Little and the Corporation from any liabilities for sums loan to the Corporation by the Moodys. In exchange for this transfer and release, the Corporation shall cause the Jewelry as set out on Exhibit B to be removed from its books as an asset of the Corporation and will hold the Jewelry on consignment for Moodys as set out herein.

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions set out herein, the parties agree as follows:

M. Moody
COM



1. **RECITALS:** The above recitals are true and correct.
2. **TRANSFER OF STOCK:** The Moodys shall, simultaneously, with the execution of this Agreement, sign documents transferring Four Hundred (400) Shares of the corporation to Little. This constitutes all of the shares in the Corporation owned by the Moodys.
3. **RELEASE:** The Moodys release the corporation from any liability for sums loaned by the Moodys to the Corporation including, but not limited to, the approximate Six hundred Seventy Five Thousand (\$675,000.00) Dollars used for the purchase of the jewelry described on Exhibit "B" and the sum of approximately One hundred twelve thousand nine hundred twenty nine (\$112,929.00) Dollars owed to Chris Moody and Twenty Two Thousand Four Hundred Ninety Two (\$22,492.00) Dollars owed to Neil Moody for other loans made by the Moodys to the Corporation from time to time.
4. **JEWELRY:** The Corporation acknowledges and will cause its financial records to reflect that any interest it holds in the Jewelry described on Exhibit "B" is as a consignee for the Moodys that it will, subject to Court Approval, hold the said Jewelry for sale in its ordinary course of Business and will hold the proceeds of any sales of the jewelry (less the consignment fee of twenty (20%) percent to be disbursed as directed by a Court of competent jurisdiction.
5. **HOLD HARMLESS:** Little and the Corporation will indemnify and hold Moodys harmless from any and all liabilities or claims whatsoever, related to obligations or debts of the Corporation.
6. **SHAREHOLDERS AGREEMENT:** The parties hereby terminate and cancel the Shareholders Agreement attached hereto as Exhibit "A".
7. **MISCELLANEOUS:** This Agreement shall be governed by the Laws of the State of Florida and shall be binding on the parties and their heirs, personal representative and assigns.

This Agreement shall be modified only by an Agreement in writing signed by the parties hereto.


COM

IN WITNESS WHEREOF, the parties have set their hands and seals this 7 day of April, 2009.

[Signature]
Cheryl Strak

Doreen Elli

Doreen Ellis

Tina Little x Doreen Ellis
Tina Little x Doreen Ellis

Doreen Ellis

Doreen Ellis

[Signature]
CHRIS MOODY, SHAREHOLDER

[Signature]
NEIL MOODY, SHAREHOLDER

[Signature]
TINA LITTLE, SHAREHOLDER

QUEEN'S WREATH JEWELS,
A FLORIDA CORPORATION

BY: [Signature]
TINA LITTLE, AS PRESIDENT

TIME RECEIVED

July 13, 2009 11:31:50 AM EDT

REMOTE CSID

941 388 2269

DURATION

42

PAGES

1

STATUS

Received

Jul 13 09 10:20a

QUEENS' WREATH JEWELS

(941) 388-2269

p.1

ASSIGNMENT OF STOCK CERTIFICATES

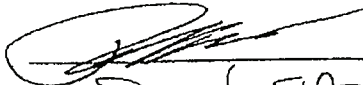
For value received, I, **CHRIS MOODY** of Sarasota, Florida,
assign to **TINA LITTLE** of Sarasota, Florida, assignee two hundred (200) shares of stock of
Queen's Wreath Jewelers, a Florida corporation and are represented by Certificate No (No's)
One (1).

I warrant that the assigned Certificate is genuine and, to my knowledge, valid, and that I
have the legal right to transfer it.

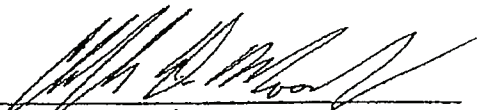
I appoint assignee my attorney in fact to effect a transfer of the assigned shares on the
books of **Queen's Wreath Jewelers, a Florida corporation** with full power of substitution in
the premises.

Dated this 7 day of April, 2009.

Witness:



Daryl Strak



By: Christopher D. Moody

ASSIGNMENT OF STOCK CERTIFICATES

For value received, I, **NEIL MOODY** of Sarasota, Florida, assign to **TINA LITTLE** of Sarasota, Florida, assignee two hundred (200) shares of stock of **Queen's Wreath Jewelers, a Florida corporation** and are represented by Certificate No (No's) Two (2).

I warrant that the assigned Certificate is genuine and, to my knowledge, valid, and that I have the legal right to transfer it.

I appoint assignee my attorney in fact to effect a transfer of the assigned shares on the books of **Queen's Wreath Jewelers, a Florida corporation** with full power of substitution in the premises.

Dated this 7th day of April, 2009.

Witness:

Doreen Ellis
Doreen Ellis

Neil W. Moody
 By:

TIME RECEIVED
July 13, 2009 11:29:06 AM EDT

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941 388 2269

DURATION PAGES
47 1

STATUS
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QUEENS' WREATH JEWELS

(941) 388-2269

p.1

AFFIDAVIT OF LOST STOCK CERTIFICATE

I, **NEIL MOODY** of the County of Sarasota, on this 7th day of April, 2009.

MAKE OATH AND SAY AS FOLLOWS:

1. That the undersigned is the owner of record of two (200) hundred shares of the Common Stock of **Queen's Wreath Jewelers, a Florida corporation**, (the "Corporation") as same appear on the books and records of the corporation as certificate number two (2).
2. The undersigned has made a due and diligent search for the said stock certificate but has lost or misplaced same. The undersigned warrants and represents that the said Stock Certificate has not been sold, pledged or transferred.
3. As an inducement for the Corporation issuing a duplicate replacement certificate, the undersigned agrees to fully indemnify and same harmless the Corporation for any claim of ownership by any asserted owner or holder of the said shares.

Witness:

Doreen Elli
Doreen ELLIS

Neil O. Moody
By:

TIME RECEIVED
July 13, 2009 11:30:26 AM EDT

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941 388 2269

DURATION PAGES
46 1

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QUEENS' WREATH JEWELS

(941) 388-2269

p.1

AFFIDAVIT OF LOST STOCK CERTIFICATE

I, **CHRIS MOODY** of the County of Sarasota, on this 7 day of April, 2009.

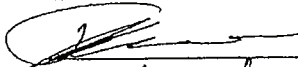
MAKE OATH AND SAY AS FOLLOWS:

1. That the undersigned is the owner of record of two (200) hundred shares of the Common Stock of **Queen's Wreath Jewelers, a Florida corporation**, (the "Corporation") as same appear on the books and records of the corporation as certificate number one (1).

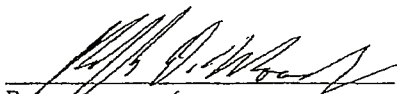
2. The undersigned has made a due and diligent search for the said stock certificate but has lost or misplaced same. The undersigned warrants and represents that the said Stock Certificate has not been sold, pledged or transferred.

3. As an inducement for the Corporation issuing a duplicate replacement certificate, the undersigned agrees to fully indemnify and same harmless the Corporation for any claim of ownership by any asserted owner or holder of the said shares.

Witness:



Cheryl Stork

By: 

Christopher D. Moody
