

2. Lot No. 16, containing 8.63 acres, more or less, conveyed unto John M. Wenzel, by deed dated January 3, 2007;
3. Lot No. 20, containing 8.01 acres, more or less, conveyed unto Jay W. Pearson and John Castellani, by deed dated November 1, 2006;
4. Lot No. 28, containing 8.05 acres, more or less, conveyed unto Michael Roark and Nicole Roark, by deed dated June 6, 2007;
6. Lot No. 35, containing 5.11 acres, more or less, conveyed unto David D. O'Brien and Roger D. Attkisson, by deed dated December 11, 2006;
7. Lot No. 44, containing 8.01 acres, more or less, conveyed unto Gordon E. Dodson, Jr. and Jennifer Leigh Dodson, by deed dated April 18, 2007;
- Lot No. 51, containing 8.01 acres, more or less, conveyed unto Great North Mountain Development, LLC, by deed dated April 25, 2007;
9. Lot No. 71, containing 13.97 acres, more or less, conveyed unto Matthew Modica and Jeffrey Inks, by deed dated June 1, 2007.

This is a conveyance in gross and not by the acre, it being the intention of the Grantors to convey all the rest, residue and remainder of that real estate comprising Trout Pass Subdivision, regardless of acreage.

The real estate described herein is a part of those tracts conveyed unto the Grantors by the following referenced deed and identified for real estate assessment purposes as being a part of Parcels 3, 1 and 5 on Lost River District Tax Map 366.

The real estate herein conveyed is a portion of that real estate which was conveyed unto J. Michael Teets and Joyce M. Teets, husband and wife, by deed from Michael W. Barill, Trustee of the G. Scott Funkhouser, Jr., Charitable Remainder Annuity Trust and Michael W. Barill, Trustee of the Jennifer Roberts Charitable Remainder Unitrust, dated the 13th day of October, 2004, and of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 282, at page 556. Reference is hereby made to aforesaid deed and other documents therein referred to and same are incorporated herein, by reference, for all proper and pertinent reasons.

RESERVATION OF MINERALS

Conveyance of the above described real estate is expressly made subject to that certain deed and assignment dated July 22, 1966, and of record in Deed Book No. 115, at page 519, wherein Grover S. Funkhouser, predecessor in chain of title, conveyed unto H. G. Muntzing and Raymond S. Dispanet, a twenty-five percent (25%) interest in and to all oil and gas and mineral rights underlying or appurtenant to that certain real estate containing 824-1/2 acres, of which the real estate conveyed herein is a part. The remaining interest in said oil, gas and mineral rights underlying or appurtenant to the subject real estate is hereby expressly reserved by the Grantors and Parties of the First Part. The Grantee does hereby acknowledge by the acceptance and recordation of this deed that the oil and gas, minerals and mineral

rights regarding the subject real estate are not made a part of this conveyance.

The real estate herein conveyed is also subject to any rights or easements which may affect same and which are of record in the aforesaid Clerk's Office, and it is the understood and agreed that the roadways which comprise the road system of Trout Pass Subdivision are a minimum of Fifty feet (50') in width, however, such additional footage has been added where necessary to accommodate for cuts, fills and areas of intersecting roadways during the construction of the subdivision roadways. The Grantee by acceptance and recordation of this deed acknowledges that the subdivision roadways as constructed and the "Green Zone Easement", are the legal easements benefitting all lot owners in the Trout Pass Subdivision.

It is expressly understood that the Grantee takes title subject to that certain Amended Declaration of Protective Covenants, Conditions and Restrictions for the Trout Pass Subdivision which is of record in the aforesaid Clerk's Office in Deed Book No. 293, at Page 324. These protective covenants and restrictive conditions shall be deemed to be covenants running with the land, and binding upon the Grantee and its successors and assigns. The protective covenants and restrictive conditions are now incorporated herein by reference for any and all pertinent purposes, and shall be considered as if they are textually set forth within the body of this deed.

Although the real estate taxes may be prorated between the parties as of the day of closing, the Grantee agrees to assume and be solely responsible for the real estate taxes on the subject real estate beginning with the calendar year 2007, although same may still be assessed in the names of the Grantors.


TO HAVE AND TO HOLD the real estate herein conveyed, together with all rights, ways, easements and appurtenances thereunto belonging or in anywise appertaining unto the said **DOWNTOWN INVESTMENT GROUP, LLC**, a West Virginia limited liability company, in fee simple.

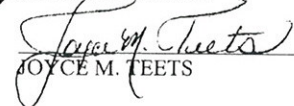
The Hardy County Subdivision Ordinance does not apply to this conveyance because said conveyance will not result in the formation of a new tract of land not previously on record.

DECLARATION OF CONSIDERATION OR VALUE

Under the penalties of fine and imprisonment as provided by law, the undersigned Grantors do hereby certify that the total consideration paid for the property transferred by the document to which this declaration is appended is \$2,200,000.00.

WITNESS the following signatures and seals:

 (SEAL)
J. MICHAEL TEETS

 (SEAL)
JOYCE M. TEETS