

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
WILMINGTON DIVISION

IN RE:

SEA TRAIL CORPORATION,

DEBTOR

CASE NO. 11-07370-8-SWH
CHAPTER 11

JOINT APPLICATION TO EMPLOY AND
TO APPROVE COMMISSIONS TO BROKER

NOW COMES the above Debtor and Waccamaw Bank, by and through its undersigned counsel of record, pursuant to the provisions of Rule 2014(a) of the Federal Rules of Bankruptcy Procedure, and hereby prays of the Court for an Order approving the employment and commissions of Steven M. Ekevich of Marcus & Millichap Real Estate Investment Services (collectively "M&M") of 7650 Courtney Campbell Causeway, Suite 920, Tampa, Florida 336017 as Broker, for aiding the Debtor in the sale of the Debtor's property; and, in support thereof, respectively shows unto the Court the following:

1. The Debtor filed a Chapter 11 petition in the United States Bankruptcy Court on September 27, 2011.
2. The Debtor, Waccamaw Bank, and the Unsecured Creditors Committee (collectively the "Parties") have entered into an Agreed Order Allowing Relief From the Automatic Stay and Adequate Protection to Waccamaw Bank dated February 16, 2012 (the "Order"), whereby it was agreed that all of the Debtor's real and personal property, except certain property specified in the Order, would be sold via a broker selected by Waccamaw Bank.
3. The Parties wish to employ M&M as the Broker to list for sale all of the real and personal property of the Debtor except that property known as the "Carve Out Property," as further described in the Order. The services to be provided and the compensation to be paid to the Broker is set forth in the Representation Agreement attached hereto as **Exhibit "A."** The Parties will file further motions with the Court seeking approval of the sale process, or alternatively shall include this information in the Debtor's First Amended Plan of Reorganization.
4. The Debtor believes that the employment of and payment of the commissions to M&M is in the best interests of the estate and its creditors.
5. M&M does not hold or represent interests adverse to the estate, and is disinterested within the meaning of Section 327(a) of the Bankruptcy Code.

WHEREFORE, the Debtor and Waccamaw Bank pray that M&M be approved as broker and that M&M be allowed commissions as outlined herein.

DATED: 04/25/2012

s/Laurie B. Biggs
LAURIE B. BIGGS
N.C. State Bar No. 31845
lbiggs@stubbsperdue.com
STUBBS & PERDUE, P.A.
9208 Falls of Neuse Road, Suite 111
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(919) 870-6258
(919) 870-6259 Facsimile
Attorne for the Debtor, Sea Trail Corporation

s/Paul A. Fanning
PAUL A. FANNING
N.C. State Bar No. 025477
paf@wardandsmith.com
WARD AND SMITH, P.A.
Post Office Box 8088
Greenville, North Carolina 27835-8088
(252) 215-4000
(252) 215-4077 Facsimile
Attorney for Waccamaw Bank

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
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CASE NO. 11-07370-8-SWH
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AFFIDAVIT

I, Steven M. Ekovich, a broker with Marcus & Millichap Real Estate Investment Services ("M&M") of 7650 Courtney Campbell Causeway, Suite 920, Tampa, Florida, being duly sworn, and in view of the Joint Application To Employ and to Approve Commissions to Broker, do make this oath:

1. I am a licensed real estate broker with M&M.
2. This Affidavit is being given pursuant to Rule 2014 of the Bankruptcy Rules and Section 327 of the Bankruptcy Code.
3. As of the date of the filing of the Debtor's Chapter 11 Petition, the Debtor did not owe M&M any monies.
4. Neither I nor M&M have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason.
5. I have never served as a director, officer, or employee of the Debtor.

This the 16th day of April, 2012.

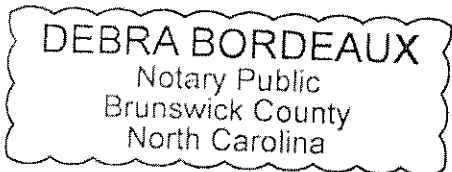


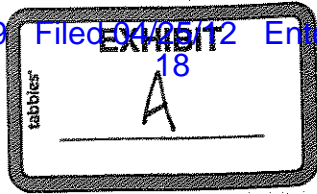
Steven M. Ekovich
 Marcus & Millichap Real Estate Investment Services
 7650 Courtney Campbell Causeway, Suite 920
 Tampa, Florida 33607

Sworn to and subscribed
before me this the 16th
day of April, 2012.

Debra Bordeaux
NOTARY PUBLIC

My Commission Expires: _____ My Commission Expires March 18, 2017





Marcus & Millichap

REPRESENTATION AGREEMENT

(EXCLUSIVE AUTHORIZATION TO SELL OR EXCHANGE)

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

The undersigned ("Seller") hereby employs Marcus & Millichap Real Estate Investment Services of Florida, Inc. ("Agent") and grants to Agent, for a period of time (the "Term") commencing on April 15, 2012, and ending at midnight on December 31, or nine months from the date Seller authorizes dissemination of final draft of offering memorandum; and subject to extension as set forth in paragraph 16 below, the exclusive and irrevocable right and authority to sell that certain real property (the "Property") located in the City of Sunset Beach, State of North Carolina, and more particularly described as follows:

Sea Trail Golf Resort and Conference Center an 54 hole resort golf course, rental business and conference center, all buildings but not limited to clubhouse, maintenance facility, cart barn included on the property, FF&E, additional amenities that may be available like tennis facilities, swimming pool, leases for maintenance equipment and carts, locker rooms, water rights, licenses and permits, liquor licenses, , personal property, accounts receivable, trademarks any other tangible and intangible items used in conjunction with running the golf operation. Legal Description and or APNs to be attached by Seller.

If the Property described above consists of two or more separate legal parcels, Seller agrees to sell all or any combination of such parcels, and the term "Property" as used herein shall refer to any such combination.

1) **TERMS AND CONDITIONS OF SALE:** Seller agrees to accept an offer containing the following terms and conditions of sale:

a. PURCHASE PRICE: \$ Market Bid

b. CASH DOWN PAYMENT: \$ Market Bid
(including Deposit)

c. FINANCING: \$ ***

Existing Financing: \$ ***

New Financing: \$ ***

Seller Financing: \$ ***

d. DEPOSIT: \$ 200,000/200,000

2) Intentionally Deleted

3) Intentionally Deleted

4) Intentionally Deleted

5) **COMMISSION:** In consideration of the brokerage services to be rendered by Agent, Seller agrees to pay to Agent a commission equal to See compensation schedule in other terms and conditions paragraph 28 percent (%) of the purchase price if sold by a member of the NG&RG of Marcus & Millichap and an additional (1%) if any other agent/broker sells the property inside or outside of Marcus & Millichap, upon the occurrence of any of the following events:

- a. Agent procures a buyer during the Term, or any extension thereof, who is ready, willing and able to purchase the Property on the terms and conditions set forth herein and the property closes escrow or on any other terms and conditions acceptable to Seller and the property closes escrow; or seller willfully defaults on fully executed purchase agreement preventing buyers from completing the purchase of the asset, or
- b. The Property is sold, exchanged or otherwise conveyed during the Term, or any extension thereof, whether by Seller or by or through any other person or entity; or
- c. The Property is withdrawn from the market or made intentionally unmarketable by Seller during the Term, or any extension thereof, or this Representation Agreement is revoked by Seller, or Seller otherwise prevents or precludes Agent's performance hereunder; or
- d. A sale, exchange or other conveyance of the Property is made within nine (9) months after the expiration of the Term to a person or entity with whom Agent has negotiated, or to whose attention Agent has brought the Property, or who was introduced to Seller by Agent as a prospective purchaser (herein, "Prospective Purchaser"), provided that the name of any such person or entity has been submitted to Seller by delivery of a written offer to purchase the Property prior to expiration of the Term or by written notice within fifteen (15) calendar days of such expiration. With respect to a sale, exchange or other conveyance to any such person or entity, Agent shall conclusively be deemed to be the procuring cause. The term "Prospective Purchaser" shall include that person or entity to whose attention Agent has brought the Property, as well as any partnership, joint venture, corporation, trust or other similar entity which that person or entity represents or in which it holds an ownership or beneficial interest.

In the case of any sale accomplished through an escrow or closing attorney, this commission shall be paid at the closing, and Agent shall be entitled to make demand of any escrow holder or closing attorney for payment from the proceeds of sale. Seller and Agent agree that if completion of a sale of the Property pursuant to a duly executed purchase agreement is prevented by default of the Buyer, Seller shall be obligated to pay to Agent only an amount equal to one-half of any damages or other monetary compensation (including liquidated damages) collected from said Buyer by suit or otherwise as a consequence of Buyer's default, if and when such damages or other monetary compensation are collected; provided, however, that the amount due Agent shall not exceed the brokerage commission set forth above. The term "Property" shall include any interest therein or in its ownership.

- 9) **DEPOSIT INCREASE:** Upon removal of the inspection contingencies, Buyer shall increase the Deposit to four hundred dollars (\$ 400,000). The entire Deposit shall be credited to the purchase price at the closing unless otherwise provided herein.
- 10) **Intentionally Deleted**
- 11) **PERSONAL PROPERTY:** A written inventory of all items of personal property to be conveyed to Buyer in connection with the sale of the Property. Title to these items shall be conveyed to Buyer at close of escrow by Bill of Sale free and clear of all encumbrances. The price of these items shall be included in the Purchase Price for the Property, and Buyer shall accept all such personal property in "as is" condition.
- 12) **INSPECTION OF PROPERTY:** Seller agrees that Agent and its representatives shall have the right to enter upon and inspect the interior and exterior of the Property with prospective purchasers at all reasonable times.
- 13) **BUYER EXCHANGE:** Seller agrees to cooperate should Buyer elect to purchase the Property as a part of a like-kind exchange under IRC section 1031. Buyer's contemplated exchange shall not impose upon Seller any additional liability or financial obligation, and Buyer agrees to hold Seller harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Buyer's ability to dispose of its exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.
- 14) **SELLER'S REPRESENTATIONS AND WARRANTIES:**
 - a. **Material defects:** Seller represents and warrants that Seller knows of no material defects of the Property, including, but not limited to, energy conservation and/or safety retrofit(s) required by local ordinance as a condition of transfer. (Note any exceptions: _____).
 - b. **Compliance with laws:** Seller represents and warrants that, to the best of Seller's knowledge, the Property and all improvements thereon are in compliance with all applicable laws, codes, regulations and other similar governmental standards and requirements and that no material structural modifications or alterations of the improvements on the Property have been made without appropriate permits. (Note any exceptions: _____).
 - c. **Intentionally Deleted**

- d. **Flood zone:** Seller represents and warrants that the Property (select one "X") _____ is _____ is not in a flood zone as set forth on H.U.D. "Special Flood Zone Area Maps."
- e. **Hazardous materials:** Seller represents and warrants that, to the best of Seller's knowledge, the Property is not contaminated with any hazardous materials, including, but not limited to, asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks. (Note any exceptions: _____).
- g. **Records, financial data and marketing assistance:** Seller agrees to furnish, to certify as true and correct, and to make available to Agent and prospective buyers all financial data, rent statements, leases and other operating records of the Property, and to provide Agent with such assistance as Agent may reasonably request in marketing the Property. Seller agrees to refer promptly to Agent all inquiries of anyone interested in the Property.
- h. **Indemnification:** Seller agrees to indemnify and hold Agent harmless from any and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs) arising from or asserted in connection with any incomplete or inaccurate information provided by Seller, or any material information concerning the Property which Seller has failed to disclose.

15) **DISCLOSURE OF REAL ESTATE LICENSURE:**
_____ in this transaction is a licensed real estate Agent acting as a principal, and is associated with _____, a licensed real estate broker.



- 16) **SCOPE OF AGENT'S AUTHORITY AND RESPONSIBILITY:** Agent shall assist Seller in marketing the Property and in negotiating the terms and conditions of sale with any prospective purchasers. Agent shall not, however, have authority to bind Seller to any contract or purchase agreement. Agent shall not be responsible for performing any due diligence or other investigation of the Property, or for providing professional advice with respect to any legal, tax, engineering, construction or hazardous materials issues. Except for confidential information regarding Seller's business or financial condition and the negotiation of the terms of a purchase agreement between Seller and a prospective purchaser, Seller and Agent agree that their relationship is at arm's length and is neither confidential nor fiduciary in nature.
- 17) **LIMITATION OF LIABILITY:** Except for Agent's gross negligence or willful misconduct, Agent's liability for any breach or negligence in its performance of this Agreement shall be limited to the greater of \$50,000 or the amount of compensation actually received by Agent in any transaction hereunder.
- 18) **AFFILIATED BROKERS/DUAL AGENCY:** Agent is affiliated with other brokerage companies in other states. Agent shall disseminate information about the Property to such affiliated brokers, inviting the submission of offers on the Property. Seller authorizes Agent and any affiliated broker to represent any prospective buyer in the acquisition of the Property, and to submit offers on behalf of such buyers. Seller understands that this authorization may result in Agent's representing both Seller and a prospective buyer, and Seller hereby authorizes and consents to such dual representation.
- 19) **BROKER COOP- SELLER'S OPTION:** Broker coop is at the discretion of the Seller. Seller authorizes broker coop commencing:
 - (1) at the beginning of the marketing period _____ (initials)
 - (2) after the first half of the listing _____ (initials)
 - (3) other _____ (initials)
 - (4) Broker coop is not authorized _____ (initials)
 Seller agrees that, in the event any broker other than Agent or a broker affiliated with Agent is involved in the disposition of the property, Agent shall have no liability to Seller for the acts or omissions of such other broker, who shall not be deemed to be a subagent of Agent.

20) **Disputes.** If the parties are unable to resolve a dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute"), then the Dispute shall be resolved by the United States Bankruptcy Court for the Eastern District of North Carolina. The following matters are not Disputes: (1) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (2) the filing, enforcement or release of a mechanic's lien; and (3) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a notice of pending action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver or breach of the right or duty to arbitrate under this provision.

Seller's Initials *WJ* Agent's Initials *AD*

- 21) **ATTORNEYS' FEES:** In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, including Agent, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which such party may be entitled.
- 22) **EXCHANGE:** As used in this Agreement, the terms "sale," "sell" or "purchase" shall be understood to include an exchange of the Property. In the event of an exchange, if no purchase price is identified, the commission described in Paragraph 5 above shall be calculated as a percentage of the exchange value of the Property. Agent is hereby authorized to represent all parties to any such exchange transaction and to collect compensation or commission from them, provided there is full disclosure to all principals of such agency.
- 23) **TAX WITHHOLDING:** Seller agrees to execute and deliver any instrument, affidavit or statement, or to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act and regulations promulgated thereunder, as well as any similar requirements of state law.
- 24) **ADDENDA:** Any addendum attached hereto, and either signed or initialed by the parties shall be deemed a part hereof. This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any future modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
- 25) **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

26) **EXTENSION OF TERM:** If an agreement or letter of intent for the sale of the Property is executed by all necessary parties, and if said agreement or letter of intent is revoked, rescinded or otherwise terminated, and/or the transaction is subsequently canceled, the Term shall be extended by the number of calendar days during which the sale agreement or letter of intent was in effect. The maximum extension permitted hereunder shall be the number of days remaining on the Term from the date the sale agreement or letter of intent was executed, or an escrow opened, whichever event occurred earlier. Notwithstanding the foregoing, this Representation Agreement shall expire in all cases no later than nine (9) months after the original termination date stated above. The purpose of this extension provision is to allow agent the opportunity to expose the Property to the marketplace for the full period of time contemplated by this Agreement.

27) **NON-DISCRIMINATION:** THE BROKER SHALL CONDUCT ALL HIS BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY BUYER, PROSPECTIVE BUYER, SELLER OR PROSPECTIVE SELLER. FOR THE PURPOSES OF THIS RULE, THE TERM, FAMILIAL STATUS, SHALL BE DEFINED AS IT IS IN THE NORTH CAROLINA HOUSING CODE.

28) **OTHER TERMS AND CONDITIONS:**

Agent and Seller acknowledge that this listing agreement must be approved by the court and the individual signing this agreement on behalf of the lenders involved will use their best efforts to have this agreement approved by the court as quickly as possible.

Marcus & Millichap will agree to reduce its fee 20% if the buyers are well known to Marcus & Millichap and 40% if they are not known to Marcus & Millichap as provided in the 4/12/2012 email. The names of the individuals are restated below.

20% reduction:

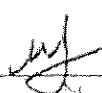
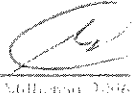
- [REDACTED]
- [REDACTED]

40% reduction:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Price	Fee for Service
\$5.1 -\$10 M	4.0% if we sell it and 5% if another agent sells it
\$10+	3.75% if we sell it and 4.75% if another agent sells it

Seller agrees to pay up to \$10,000 in travel related costs, extraordinary advertising, marketing and or photography costs. The cost must be approved by seller in writing and seller agrees to direct billing of the expense by the vendor. (Travel costs only, to include flight, hotel and rental car. Travel cost will be reimbursed regardless of whether the aforementioned property sells and closes escrow. Marcus & Millichap will pay for all offering memorandums, e-prospectus, executive summaries and internet hosting for the website. When the property is sold and closes escrow or when the listing period is up whichever occurs first, Marcus & Millichap will remit an invoice for costs to seller.

The undersigned Seller and Agent agree to the terms and conditions set forth in this Representation Agreement, and Seller acknowledges receipt of an executed copy hereof.

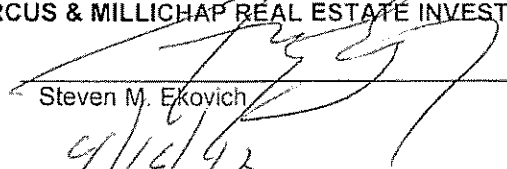
SELLER: SEA TRAIL CORPORATION ADDRESS: 211 CLUB HOUSE RD
SUNSET BEACH NC 28568

DATE: April 16 2012 TELEPHONE: _____

SELLER:  ADDRESS: _____
CHIEF LIQUIDATION OFFICER

DATE: _____ TELEPHONE: _____

AGENT: **MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES**

BY:  ADDRESS: 7650 Courtney Campbell Cswy. Suite 920
Steven M. Ekovich Tampa FL, 33607

DATE: 4/16/12 TELEPHONE: _____

NO REPRESENTATION IS MADE BY AGENT AS TO THE LEGAL EFFECT OR VALIDITY OF ANY PROVISION OF THIS REPRESENTATION AGREEMENT. A REAL ESTATE BROKER IS QUALIFIED TO GIVE ADVICE ON REAL ESTATE MATTERS. IF YOU DESIRE LEGAL, FINANCIAL OR TAX ADVICE, CONSULT YOUR ATTORNEY, ACCOUNTANT OR TAX ADVISOR.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
WILMINGTON DIVISION

IN RE:

SEA TRAIL CORPORATION,

DEBTOR

CASE NO. 11-07370-8-SWH
CHAPTER 11

**NOTICE OF JOINT APPLICATION TO EMPLOY
AND TO APPROVE COMMISSIONS TO BROKER**

NOTICE IS HEREBY GIVEN of the JOINT APPLICATION TO EMPLOY AND TO APPROVE COMMISSIONS TO BROKER ("Application") filed in the above captioned case; and,

FURTHER NOTICE IS HEREBY GIVEN that this Application may be allowed provided no response and request for a hearing is made by a party in interest in writing to the Clerk of this Court on or before May 21, 2012; and,

FURTHER NOTICE IS HEREBY GIVEN, that if a response and a request for a hearing is filed by a party in interest in writing within the time indicated, a hearing will be conducted on the Application and response thereto at a date to be determined by the United States Bankruptcy Court. If no request for a hearing is timely filed, the Court may rule on the Application and response thereto ex parte without further notice. Any party filing an objection requesting a hearing, shall appear at said hearing or they may be taxed with Court costs.

Dated: 04/25/2012

s/Laurie B. Biggs
LAURIE B. BIGGS
N.C. State Bar No. 31845
lbiggs@stubbsperdue.com
STUBBS & PERDUE, P.A.
9208 Falls of Neuse Road, Suite 111
Raleigh, North Carolina 27615-2438
(919) 870-6258
(919) 870-6259 Facsimile
Attorney for the Debtor, Sea Trail Corporation

CERTIFICATE OF SERVICE

I, Trawick H. Stubbs, Jr., P.O. Box 1654, New Bern, North Carolina 28563 certify;

That I am, and at all times hereinafter mentioned was, more than eighteen (18) years of age;

That on the 25th day of April, 2012, I served copies of the foregoing Joint Application to Employ and to Approve Commissions to Broker and the Notice, thereof, on the parties listed below and on the parties listed on Exhibit A, attached hereto, by depositing a copy of the same in the United States mail bearing sufficient postage or electronically as indicated.

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

DATED: 04/25/2012

s/Trawick H. Stubbs, Jr.
TRAWICK H. STUBBS, JR.
N.C. State Bar No. 4221
tstubbs@stubbsperdue.com
STUBBS & PERDUE, P.A.
P.O. Box 1654
New Bern, North Carolina 28563
(252) 633-2700
(252) 633-9600 Facsimile

cc:

Bankruptcy Administrator (via CM/ECF)

Sea Trail Corporation (via E-mail)
Attn: Frances T. Williams, President

Steven M. Ekovich (via E-mail)
Marcus & Millichap Real Estate Investment Services

Matt Smith (via E-mail)
The Finley Group

Paul Fanning (via E-mail)
Attorney for Waccamaw Bank

SEA TRAIL CORPORATION
211 CLUBHOUSE ROAD
SUNSET BEACH, NC 28468

TRAWICK H. STUBBS, JR.
STUBBS & PERDUE, P.A.
PO BOX 1654
NEW BERN, NC 28563

SECURITIES & EXCHANGE COM
OFFICE OF REORGANIZATION
950 E PACES RD SUITE 900
ATLANTA, GA 30326-1382

SECRETARY OF TREASURY
ATTN: MANAGING AGENT
1500 PENNSYLVANIA AVE NW
WASHINGTON, DC 20220

NC DEPT OF REVENUE
ATTN: MANAGING AGENT
PO BOX 1168
RALEIGH, NC 27602

EMPLOYMENT SECURITY COM.
ATTN: MANAGING AGENT
PO BOX 26504
RALEIGH, NC 27611-6504

UNITED STATES ATTORNEY
310 NEW BERN AVENUE
FEDERAL BLDG SUITE 800
RALEIGH, NC 27601-1461

INTERNAL REVENUE SERVICE
ATTN: MANAGING AGENT
PO BOX 7346
PHILADELPHIA, PA 19101-7346

IRS
ALAMANCE BLDG MAIL STOP 24
4905 KOGER BLVD
GREENSBORO, NC 27407-2734

1ST OCEAN AIR, INC.
ATTN: MANAGING AGENT
7369 PIREWAY RD
LONGWOOD, NC 28452

A SHRED AHEAD
ATTN: MANAGING AGENT
P.O. BOX 2233
CHAPEL HILL, NC 27515-9835

ADP SCREEN'G & SELECT. SVC
ATTN: MANAGING AGENT
36307 TREASURY CENTER
CHICAGO, IL 60694-6300

ADT SECURITY SERVICES, INC.
ATTN: MANAGING AGENT
14200 E EXPOSITION AVENUE
AURORA, CO 80012

AGRICREDIT
ATTN: MANAGER OR AGENT
P.O. BOX 2000
JOHNSTON, IA 50131

ALSCO
ATTN: MANAGING AGENT
P.O. BOX 958
KINSTON, NC 28501

ALTMAN TRACTOR CO
ATTN: MANAGING AGENT
PO BOX 2070
CONWAY, SC 29526

AMERICAN INDUSTRIES, INC.
ATTN: MANAGING AGENT
PO BOX 1405
LUMBERTON, NC 28359-1405

ANTIGUA GROUP
ATTN: MANAGING AGENT
PO BOX 5300
PEORIA, AZ 85385-5300

APTCO
ATTN: MANAGING AGENT
1946 S. ARLINGTON RD
AKRON, OH 44306

ASCAP
ATTN: MANAGING AGENT
21678 NETWORK PLACE
CHICAGO, IL 60673-1216

AUDIO VISUAL SERVICE/COASTA
ATTN: MANAGING AGENT
1200 NORTH 23RD ST. ST# 211
WILMINGTON, NC 28405

AUTO-CHLOR SYSTEM
ATTN: MANAGING AGENT
3428 BENCHMARK DR
LADSON, SC 29456

AVON II, LLC
ATTN: MANAGER OR AGENT
28 BRIDGESIDE BLVD., STE 201
MOUNT PLEASANT, SC 29464

BANK OF AMERICA
ATTN: MANAGER/BANK OFFICER
PO BOX 15796
WILMINGTON, DE 19886-5796

BELL DAVIS & PITT
ATTYS. FOR GREEN RESOURCE
PO BOX 231029
WINSTON SALEM, NC 27120-1029

BEST GOLF CARTS- M. BEACH
ATTN: MANAGING AGENT
PO BOX 2717
MYRTLE BEACH, SC 29578

BRITT'S WASTEWATER SERVICE
ATTN: MANAGING AGENT
2114 WOODARD RD, SW
SUPPLY, NC 28462

BRUNSWICK BEACON
ATTN: MANAGING AGENT
P.O. BOX 2558
SHALLOTTE, NC 28459-2558

BRUNSWICK CO. CHAMB. COMM.
ATTN: MANAGING AGENT
PO BOX 1185
SHALLOTTE, NC 28459

BRUNSWICK CO. TAX COLLECTOR
ATTN: MANAGING AGENT
P.O. BOX 29
BOLIVIA, NC 28422-0029

BRUNSWICK COUNTY
ATTN: MANAGER OR AGENT
30 GOVERNMENT CENTER DRIVE
BOLIVIA, NC 28422

CALLAWAY GOLF
ATTN: MANAGING AGENT
P.O. BOX 9002
CARLSBAD, CA 92018-9002

CAMPBELL PROPANE
ATTN: MANAGING AGENT
PO BOX 10
SUPPLY, NC 28462

CARMICHAEL CONSTRUCTION
ATTN: MANAGER OR AGENT
P.O. BOX 11029
SOUTHPORT, NC 28461

CAROLINA MARKETING CO.
ATTN: MANAGER OR AGENT
PO BOX 1361
LELAND, NC 28451

CAROLINA SAND, INC.
ATTN: MANAGING AGENT
PO BOX 850
JOHNSONVILLE, SC 29555

CAROLINA TURF PRODUCTS
ATTN: MANAGING AGENT
5130 FITZHUGH TRAIL
SUMMERFIELD, NC 27358

CAROLINA WEDDING GUIDE
ATTN: MANAGER OR AGENT
PO BOX 725
BURGAW, NC 28425

CAROLINAS STAFFING SOLUTIONS
ATTN: MANAGING AGENT
PO BOX 1614
SHALLOTTE, NC 28549

CARTERS & NOBLES HARDWARE
ATTN: MANAGING AGENT
6165 OCEAN HWY, WEST
OCEAN ISLE BEACH, NC 28469

CH AVON SEA TRAIL
ATTN: MANAGING AGENT
75-A CLUBHOUSE RD
SUNSET BEACH, NC 28468

CHARLESTOWNE HOTELS
ATTN: MANAGING AGENT
P.O. BOX 1738
MOUNT PLEASANT, SC 29465

COASTAL GOLF MARKETING
ATTN: MANAGING AGENT
PO BOX 4096
WILMINGTON, NC 28406

COMPANION PROP. & CASUALTY
ATTN: MANAGING AGENT
P.O. BOX 100165
COLUMBIA, SC 29260-3165

DANA CONNELLY
358-4 SEA TRAIL DRIVE W
SUNSET BEACH, NC 28468

CONVENTION SOUTH
ATTN: MANAGING AGENT
PO BOX 2267
GULF SHORES, AL 36547

J.M. COOK, ESQ.
UNSEC. CRED. COMM
5874 FARINGDON PLACE STE 100
RALEIGH, NC 27609

CORBIN TURF & ORNAMENTAL
ATTN: MANAGING AGENT
1105 OLD BUNCOMBE RD
GREENVILLE, SC 29617

COX & WATTS, PLLC
ATTN: MANAGING AGENT
4617 MAIN STREET
SHALLOTTE, NC 28470

CRESCENT SYSTEMS, INC.
ATTN: MANAGER OR AGENT
P.O. BOX 6002
MCHENRY, IL 60051

DENNIS CROCKER
P.O. BOX 2476
SHALLOTTE, NC 28459

CROW CREEK GOLF CLUB
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CALABASH, NC 28467

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FOR HOME DEPOT SUPPLY
300 EAST MADISON AVE
CLIFTON HEIGHTS, PA 19018-0162

DATA PUBLISHING
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PO BOX 5986
HILTON HEAD ISLAND, SC 29938

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1111 OLD EAGLE SCHOOL RD
WAYNE, PA 19087

DEBT ACQUISITION CO. AMERICA
ATTN: MANAGING AGENT
1565 HOTEL CIRCLE S STE310
SAN DIEGO, CA 92108

CONNIE F. DENNIS
C/O PAULA STANLEY
1305 BRICKLANDING ROAD
SHALLOTTE, NC 28470

DEVANT SPORT TOWELS
ATTN: MANAGING AGENT
P.O. BOX 934644
ATLANTA, GA 31193

DPHS
ATTN: MANAGING AGENT
55 MIDDLESEX ST, UNIT 219
NORTH CHELMSFORD, MA 01863-1570

DRATECH
ATTN: MANAGING AGENT
5825 WINGATE WAY
CONCORD, NC 28027

DRUG SCREEN SOLUTIONS
ATTN: MANAGING AGENT
1715 POWDER RIDGE DRIVE
VALRICO, FL 33594

EASTWOOD BLUFF, LLC
ATTN: MANAGING AGENT
80-C MILL POND ROAD
SUNSET BEACH, NC 28468

EASY PICKER GOLF PRODUCTS
ATTN: MANAGING AGENT
415 LEONARD BLVD. NORTH
LEHIGH ACRES, FL 33971

EDWARD M. GORE, SR.
435 SHORELINE DRIVE WEST
SUNSET BEACH, NC 28468

ELITE LIGHTING COMPANY
ATTN: MANAGING AGENT
PO BOX 326
MULLINS, SC 29574

CAREN D. ENLOE, ESQ,
MORRIS MANNING ET AL
PO BOX 12768
DURHAM, NC 27709

ESTATE MGMT SERVICES
ATTN: MANAGING AGENT
305 INDIGO DRIVE
BRUNSWICK, GA 31525

ESTATE OF HELEN POPE
C/O MILLER POPE, EXECUTOR
310 EAST FIRST ST
OCEAN ISLE BEACH, NC 28469

ETCETERA, INC.
ATTN: MANAGING AGENT
PO BOX 3085
MYRTLE BEACH, SC 29578-3085

FEDERAL EXPRESS
ATTN: MANAGING AGENT
P.O. BOX 371461
PITTSBURGH, PA 15250-7461

FOOT JOY
ATTN: MANAGING AGENT
PO BOX 965
FAIRHAVEN, MA 02719

FORD'S FUEL SERVICE
ATTN: MANAGING AGENT
1519 OLD HWY 17 N.
N. MYRTLE BEACH, SC 29582-2522

FORD'S PROPANE GAS, INC.
ATTN: MANAGING AGENT
1519 OLD HWY 17 N.
N. MYRTLE BEACH, SC 29582-2522

FULWOOD'S AUTO SVC & TOWING
ATTN: MANAGING AGENT
PO DRAWER 1218
SHALLOTTE, NC 28459

TERRI L. GARDNER
NELSON MULLINS ET AL
4140 PARKLAKE AVE #200
RALEIGH, NC 27612

GE CAPITAL RETAIL BANK
C/O RECOVERY MANAGEMENT SYS.
25 SE 2ND AVE, STE 1120
MIAMI, FL 33131-1605

GEMPLER'S
ATTN: MANAGING AGENT
PO BOX 44993
MADISON, WI 53744-4993

GENCO
ATTN: MANAGING AGENT
1320 HWY 501 WEST
MYRTLE BEACH, SC 29577

GOLF CART OUTLET, INC.
ATTN: MANAGING AGENT
7102 OCEAN HWY W.
SUNSET BEACH, NC 28468

GOLF DESIGN, INC.
ATTN: MANAGING AGENT
11591 MARKON DRIVE
GARDEN GROVE, CA 92841

GOLFER'S GUIDE MKT. SOL.
ATTN: MANAGING AGENT
P.O. BOX 5926
HILTON HEAD ISLAND, SC 29938

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435 SHORELINE DRIVE WEST
SUNSET BEACH, NC 28468

GREGORY GORE
1350 HICKMAN RD SW
CALABASH, NC 28467

EDWARD M. GORE, JR.
C/O XARANDA CAPITAL, LLC
P.O. BOX 169 PMB 9008
SHALLOTTE, NC 28459

EDWARD M. GORE, SR.
435 SHORELINE DRIVE WEST
SUNSET BEACH, NC 28468

GRAND STRAND T-TIME NETWK
ATTN: MANAGING AGENT
3901 NORTH KINGS HWY ST# 22B
MYRTLE BEACH, SC 29577

GREEN RESOURCE
ATTN: MANAGING AGENT
P.O. BOX 429
COLFAX, NC 27235

BRIAN GRIFFIN
1685 FRINK STREET SW
OCEAN ISLE BEACH, NC 28469

DEBRA EDWARDS HAMILTON
310 EAST FIRST STREET
OCEAN ISLE BEACH, NC 28469

HANDICAP PROG.OF THE CARO
ATTN: MANAGING AGENT
P.O. BOX 319
WEST END, NC 27376

HEATHER GLEN
ATTN: MANAGING AGENT
PO BOX 297
N. MYRTLE BEACH, SC 29597

HIMMELSBACH COMMUNICATIONS
ATTN: MANAGING AGENT
P.O. BOX 1463
NORTH MYRTLE BEACH, SC 29598

HOME DEPOT SUPPLY
ATTN: MANAGING AGENT
P.O. BOX 509058
SAN DIEGO, CA 92150-9058

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ATTN.: MANAGER OR AGENT
100 MAYPATCH RD, STE D
JACKSONVILLE, NC 28540

INDUSTRIAL CLEANING EQUIPMENT
ATTN: MANAGING AGENT
PO BOX 66
WILMINGTON, NC 28402

INFINITY FIRE PROTECTION, LLC
ATTN: MANAGING AGENT
PO BOX 14128
RALEIGH, NC 27620

JACK'S LOCKSHOP, INC.
ATTN: MANAGING AGENT
7199-2 BEACH DRIVE, SW
OCEAN ISLE BEACH, NC 28469

KELLY'S SIGNS, INC.
ATTN: MANAGING AGENT
7169 OCEAN HWY, W
SUNSET BEACH, NC 28468

KEY EQUIPMENT FINANCE
ATTN: MANAGING AGENT
1000 S. MCCASLIN BLVD.
SUPERIOR, CO 80027

LAW OFFICES- CHARLES WINFREE
ATTY. FOR CAROLINA TURF PROD.
100 S. ELM ST, STE 430
GREENSBORO, NC 27401

LCM, INC.
ATTN: MANAGING AGENT
1875 OLD MILLCREEK RD SE
WINNABOW, NC 28479

JUSTIN LEWIS, ATTY S.T. PLAN
WARD & SMITH, P.A.
PO BOX 7068
WILMINGTON, NC 28406-7068

LONGLEY SUPPLY COMPANY
ATTN: MARK BOYDEN
PO DRAWER 3809
WILMINGTON, NC 28406

MACHINE & WELDING SUPPLY
ATTN: MANAGING AGENT
PO BOX 1708
DUNN, NC 28335-1708

MAIL FINANCE
ATTN: MANAGING AGENT
PO BOX 45850
SAN FRANCISCO, CA 94145-0850

MAINTENANCE USA
ATTN: MANAGING AGENT
PO BOX 404295
ATLANTA, GA 30384-4295

MCMULLAN PARTNERS, LLC
ATTN: MANAGING AGENT
PO BOX 6947
OCEAN ISLE BEACH, NC 28469

MCMULLEN & COMPANY
ATTN: MANAGER OR AGENT
870 OLD CANTON ROAD
MARIETTA, GA 30068

MEADOWLANDS GOLF CLUB
ATTN: MANAGING AGENT
PO BOX 4159
CALABASH, NC 28467

MICKEY'S GOLF PRODUCTS
ATTN: MANAGING AGENT
4208-A COMMERCE ST
LITTLE RIVER, SC 29566

MILLIGAN PWR & LWN EQUIP.
ATTN: MANAGING AGENT
501 WHITEVILLE RD
SHALLOTTE, NC 28470

MIRACLE LACE VISOR, INC.
ATTN: MANAGING AGENT
PO BOX 10747
DAYTONA BEACH, FL 32120

NEXTMEDIA OUTDOOR, INC.
ATTN: MANAGER OR AGENT
208 BUSH DRIVE
MYRTLE BEACH, SC 29579

NOVANT MEDICAL GROUP, INC.
ATTN: MANAGING AGENT
4503 MAIN ST
SHALLOTTE, NC 28470

OCEAN RIDGE PLANTATION
ATTN: MANAGING AGENT
PO BOX 7314
OCEAN ISLE BEACH, NC 28469

OLIVER FRIESEN CHEEK, PLLC
ATTN: GEORGE M. OLIVER
PO BOX 1548
NEW BERN, NC 28563

OTIS ELEVATOR COMPANY
ATTN: MANAGING AGENT
P.O. BOX 905454
CHARLOTTE, NC 28290-5454

P. V. I. ENTERPRISES
ATTN: MANAGING AGENT
P.O. BOX 684
TABOR CITY, NC 28463

PAPER ROLLS & SUPPLIES, INC.
ATTN: MANAGING AGENT
324 VILLAGE ROAD, NE, UNIT O
LELAND, NC 28451

PIMA DIRECT/FIRST CAPITAL
ATTN: MANAGING AGENT
PO BOX 643382
CINCINNATI, OH 45264-3382

PNC EQUIPMENT FINANCE
ATTN: NIKKI TIERNEY
995 DALTON AVENUE
CINCINNATI, OH 45203

GARY POPE
310 EAST FIRST ST
OCEAN ISLE BEACH, NC 28469

J. MILLER POPE, JR.
310 E. 1ST STREET
OCEAN ISLE BEACH, NC 28469

QUILL CORPORATION
ATTN: MANAGING AGENT
P.O. BOX 37600
PHILADELPHIA, PA 19101

R.J. SHEPERD CO.
ATTN: MANAGING AGENT
PO BOX 169
WHITMAN, MA 02382

REGAL CHEMICAL COMPANY
ATTN: MANAGING AGENT
PO BOX 900
ALPHARETTA, GA 30009

RELIGIOUS CONF. MGMT ASSOC.
ATTN: MANAGING AGENT
7702 WOODLAND DR., STE 120
INDIANAPOLIS, IN 46278

RESORT PROMOTIONS, INC.
ATTN: MANAGING AGENT
909 ANNE STREET
NORTH MYRTLE BEACH, SC 29582

REVELS TURF & TRACTOR
ATTN: MANAGING AGENT
2217 N. MAIN ST
FUQUAY VARINA, NC 27526

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BOCA RATON, FL 33487

S & R TURF & IRR. EQUIP.
ATTN: MANAGING AGENT
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GALIVANTS FERRY, SC 29544

SANDPIPER BAY GOLF & CC
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800 N. SANDPIPER CLUB DR
SUNSET BEACH, NC 28468

SAULISBURY BUSINESS MACHINES
ATTN: MANAGING AGENT
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NORTH CHARLESTON, SC 29415

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ATTN: MANAGING AGENT
P.O. BOX 6808
OCEAN ISLE BEACH, NC 28469

SESAC
ATTN: MANAGING AGENT
PO BOX 900013
RALEIGH, NC 27675

SHALLOTTE RENT-ALL, LLC
ATTN: MANAGING AGENT
121 VILLAGE DRIVE
SHALLOTTE, NC 28470

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MORRIS MANNING & MARTIN
PO BOX 12768
RTP, NC 27709

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ATTN: MANAGING AGENT
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SALISBURY, NC 28145-1125

SMITH & TURF IRRIGATION CO.
ATTN: MANAGING AGENT
P.O. BOX 669388
CHARLOTTE, NC 28266-9388

SMITH DEBNAM LAW OFFICE
COUNSEL FOR FOOT JOY
PO BOX 26268
RALEIGH, NC 27611-6268

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ATTN: MANAGING AGENT
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SURE-GEN
ATTN: MANAGING AGENT
P.O. BOX 343
WINNABOW, NC 28479

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ACWORTH, GA 30101

THE PLASENCIA GROUP, INC.
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4107 HIMES AVENUE
TAMPA, FL 33607

THE SUN NEWS
ATTN: MANAGING AGENT
PO BOX 406
MYRTLE BEACH, SC 29578-0406

THE TORO COMPANY
ATTN: MANAGING AGENT
39398 TREASURY CENTER
CHICAGO, IL 60694-9300

THE WEBSITE FACTORY
ATTN: MANAGING AGENT
1782 SHALLOTTE INLET DR
SHALLOTTE, NC 28470

HARRIET THOMPSON
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SHALLOTTE, NC 28470

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ATTN: MANAGING AGENT
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LOUISVILLE, KY 40268-0157

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COLL. FOR SHUPING GRAPHICS
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TRENTON, NJ 08650-4903

TWIN STATE ASPHALT
ATTN: MANAGING AGENT
PO BOX 115
SHALLOTTE, NC 28459

TYLER EQUIP. COMPANY
ATTN: MANAGING AGENT
2613 MAIN STREET
CONWAY, SC 29526

UNIFIRST CORPORATION
ATTN: MANAGING AGENT
1821 DAWSON STREET
WILMINGTON, NC 28403

VEREEN'S TURF PRODUCTS
ATTN: MANAGING AGENT
8862 HIGHWAY 90
LONGS, SC 29568

WACCAMAW BANK
ATTN: MANAGER, AGT OR OFFIC
P.O. BOX 2009
WHITEVILLE, NC 28472

WALMART COMMUNITY
ATTN: MANAGING AGENT
PO BOX 530934
ATLANTA, GA 30353-0934

WARD AND SMITH, P.A.
ATTN: PAUL FANNING
P.O. BOX 8088
GREENVILLE, NC 27835

FRANCES T. WILLIAMS
5818 BEACH DRIVE SW
SHALLOTTE, NC 28470

JOHN WILLIAMS
5818 BEACH DRIVE SW
SHALLOTTE, NC 28470

JOHN & FRANCES WILLIAMS
5818 BEACH DRIVE SW
SHALLOTTE, NC 28470

XARANDA CAPITAL, LLC
PO BOX 169
PMB 9008
SHALLOTTE, NC 28459-0169

ZEP SALES & SERVICE
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PO BOX 404628
ATLANTA, GA 30384-4628