

AFFIDAVIT

STATE OF ARKANSAS §
 § SS.
COUNTY OF WASHINGTON §

BE IT KNOWN that the undersigned, Greg Klebanoff, is a member in good standing of the Bar of Arkansas, is competent to testify herein, and swears and affirms as follows—to wit:

1. That I represent, and am the lawful agent of, a member of an organization known as the Fayetteville Freethinkers—who chooses to remain anonymous—and who shall hereinafter be referred to as “the principal.”

2. That as the principal’s attorney and lawful agent, I have the power to bind the principal in any contractual agreement authorized by the principal that is not illegal or otherwise contrary to public policy.

3. That the principal owns, in fee simple absolute, and unencumbered by any mortgages, liens, judgments, or other encumbrances capable of being identified by exercise of due diligence, a house in good, livable condition and surrounding lot located in the County of Washington, State of Arkansas.

4. That the principal has authorized and directed me to prepare a *performance contract* wherein the principal agrees to execute a legally valid warranty deed, with all tenements, appurtenances and hereditaments thereunto appertaining, transferring all the principal’s interest in said house and surrounding lot to any person—and unto his or her heirs and assigns forever—who presents a living or dead specimen of the creature commonly known as “Bigfoot” to the principal, through me as his agent, for inspection and verification as follows.

5. That to qualify as “Bigfoot” the specimen must be: (a) a *nonhuman* species of primate ape of *at least* the approximate size and stature of a normal adult human being; (b)

whose primary means of locomotion is (or was) walking erect on two legs; (c) that now or within the previous century inhabited North America; and (d) whose existence to date has been unconfirmed by science. Any party claiming to have produced a "Bigfoot" bears the burden of presenting the specimen to the principal, through me as his agent, for inspection and scientific DNA testing. The DNA testing shall be to confirm that the specimen satisfies subsection (d) above, and shall be performed pursuant to standard established scientific protocol in a laboratory designated by the principal. All costs of testing shall be borne by the claimant. If, however, DNA testing and other inspection reveals the specimen to be a bona fide "Bigfoot," as defined above, the principal shall reimburse the claimant for all costs of said testing. In addition, any claimant purporting to have a specimen shall present the specimen sufficiently intact to establish by clear and convincing evidence that it satisfies the definition of "Bigfoot" set forth herein above.

6. The principal's performance contract is memorialized by this affidavit. Any party presenting a verified "Bigfoot," as defined herein, along with a copy of this document, to me at the address and contact information to follow shall be legally entitled to full performance of the principal's promises set out herein above. This contract shall be construed and interpreted in all respects in accordance with the laws of the State of Arkansas.


7. In the event there is a dispute as to whether a claimant has satisfied the terms of the principal's offer, the matter shall be decided by an Arkansas state court of competent jurisdiction. Cost of said litigation—including the principal's attorney's fees, travel expenses, lost work, and *all* other related expenses—shall be paid *up front* by the claimant. Before filing suit against the principal, the claimant shall post a \$10,000.00 surety bond, to be forfeited, in whole or in part, to cover said costs should the court rule against the claimant. The claimant's

liability for said costs to the principal shall *not* be limited to the amount of the bond. In the event the court rules that the claimant has satisfied the terms of the principal's offer, the principal shall reimburse the claimant for all costs of litigation. By attempting to satisfy the principal's offer, the claimant agrees that disputes shall be litigated *only* by courts of the State of Arkansas. If a trial court's ruling is appealed, the ultimate authority shall be the Supreme Court of Arkansas, whose decision shall be final and not subject to further appeal or review.

FURTHER AFFIANT SAYETH NOT.

April 11th 2012

VERIFICATION


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Subscribed and sworn to before me, a Notary Public, on this 11 day of April 2012.

My commission expires




Notary Public