

RIDER 1

This Rider 1 to that certain Commercial Purchase and Sale Agreement by and between Columbia Village Development Partners ("Seller") and Partia T. Mizler ("Buyer") with an offer date of July 14, 2008, for the purchase and sale of real property located at 1484 Columbia Drive, Decatur, DeKalb County, Georgia, is entered into between the parties as of the 15th day of July, 2008 (the "Binding Agreement Date"). All items and conditions of the Agreement, as modified by this Rider, are agreed to and accepted by the undersigned.

AMM Aug 14 2008

1. Court Approval. Buyer acknowledges that Seller is acting solely in its capacity as Receiver for the record owner of the Property, pursuant to court order from the U.S. District Court for the Northern District of Georgia (the "Court"). Notwithstanding anything in this Agreement to the contrary, the consummation of the transaction contemplated herein is subject to a court ordered bidding process and court approval. The material terms of the process may be found on the receiver's web-site at www.haysconsulting.net. In addition to other contingencies set forth in this Agreement, Seller's obligations under this Agreement are contingent upon obtaining all necessary and required approvals of the transactions expressed in this Agreement from the Court. Seller's obligations under this Agreement shall be further subject to any conditions, qualifications or restrictions which the Court may impose. In the event Seller has not obtained Court approval prior to the closing date, Seller may unilaterally extend closing, at its option, for up to sixty (60) days in order to obtain such approvals. In the event the Court has not granted its approval, prior to the extended closing date, Seller shall instruct Holder to return the Deposit to Buyer within five (5) banking days, and this Agreement shall be deemed terminated without either party having any further liability to the other, unless otherwise agreed to by the parties.

2. Disinterested Party. Buyer represents and warrants that neither it nor any of its employees, officers, directors, principals, managers, members or affiliates: (a) is a creditor, an equity security holder, or an insider of Seller, Pinnacle Development Partners ("Pinnacle"), or any of Pinnacle's affiliates (collectively, Seller, Pinnacle and Pinnacle's affiliates are defined as the "Interested Parties"); (b) is not currently, nor has been within the previous two (2) years, a director, officer, principal, member, manager or employee of any of the Interested Parties; and (c) has any contractual relationship with any of the Interested Parties, other than arising from this Agreement. The representations and warranties contained in this Section 2 shall be reaffirmed by Buyer at Closing and shall survive Closing.

3. Property. Section 1 of the Agreement is hereby modified to read that the real property which is the subject of the Agreement is comprised of two separate and distinct tax parcels which are commonly known as 1484 Columbia Drive and 1500 Columbia Drive.

4. Purchase Price. Section 3 of the Agreement is hereby modified to read that the purchase price of the Property shall be \$250,000.00.

5. Earnest Money. The first sentence of Section 4 of the Agreement is hereby modified to read that Hays Financial Consulting, LLC ("Holder") shall be the holder of the earnest money.

AMM \$225,000.00

6. Additional Costs. Section 9.C. of the Agreement is hereby modified to read that Buyer shall pay the costs of the survey, the title examination, the premium for an owner's title insurance policy, and all other costs of closing the transaction not otherwise payable by Seller pursuant to Section 9.A. of the Agreement.

7. Special Stipulations. Special stipulations 1 and 2 of the Agreement are hereby deleted in their entirety and of no further force or effect.

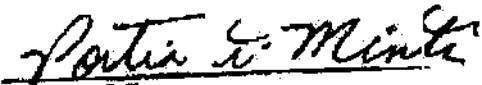
8. Seller's Contribution at Closing. At and conditioned upon closing, Seller shall contribute a sum not to exceed \$3,500.00 towards Buyer's closing costs.

\$4500.00 - ATM

SELLER:

BUYER:


S. Gregory Hays, Receiver for Pinnacle
Development Partners, LLC


Portia T. Minter

AMENDMENT TO AGREEMENT AMENDMENT # 2



Date: September 2nd 2008

2008 Printing

Whereas, the undersigned parties have entered into a certain Agreement with a Binding Agreement Date of August 15th
for the purchase and sale of real property located at: 1404 and 1509 Columbia Dr.
Decatur, Georgia, 30032; and

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so:

Now therefore, for and in consideration of the sum of One Dollar and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the aforementioned Agreement as follows:
[Note: The following language is furnished by the parties and is particular to this transaction]

**Due Diligence clause #5 of Commercial and Sale Agreement to be amended.
Buyer shall have 15 days from Binding Agreement became due on August 30th 2008.
Buyer is amending that Due Diligence date be extended to September 15th 2008.**

Mark box if additional pages are attached.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

Jon Browne Assoc Realty
Selling Broker

Patricia J. Minter
Buyer's Signature

[Signature]
By: Broker or Broker's Affiliated Licensee

Buyer's Signature

Listing Broker

Seller's Signature

By: Broker or Broker's Affiliated Licensee

Seller's Signature

Acceptance Date: The above Amendment is hereby accepted, _____ o'clock _____ m. on the date of _____
("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of this Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

FROM : LAKELAND PROPERTIES

FXR NO. : 770579242

AUG. 25 2008 09:13PM P4/15

FROM : LAKELAND PROPERTIES

FXR NO. : 770579242

AUG. 25 2008 12:44PM P3/3

COUNTEROFFER # _____ (CONTINUED)

THIS OFFER TO BUY THE PROPERTY SHALL BE OPEN TO ACCEPTANCE UNTIL _____ AT _____ O'CLOCK _____ PM ON THE DAY OF _____
UNLESS THE OFFEROR IS HEARD TO WAIVE SAID DEADLINE BY _____ AT _____ O'CLOCK _____ PM ON THE DAY OF _____

Portia G. Mintz
Name of Offeror

David J. Jagger
Name of Offeror

[Signature]
Name of Offeror

GARY MILLS
Name of Offeror

THIS OFFER TO BUY THE PROPERTY SHALL BE OPEN TO ACCEPTANCE UNTIL August 15, 2008 AT _____ O'CLOCK _____ PM ON THE DAY OF _____
David J. Jagger

FROM : LAKELAND PROPERTIES

FAX NO. : 7705794242

Aug. 25 2008 08:59AM F2/15

AMENDMENT TO CHANGE CLOSING/POSSESSION DATE AMENDMENT # 1



Date: August 15th 2008

2008 Printing

Whereas, the undersigned parties have entered into a certain Agreement with a Binding Agreement Date of 08/14/08 10th 2008 for the purchase and sale of real property located at: 1444 S. 15th Street, SW Atlanta, Georgia, GA; and

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so; Now therefore, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the aforementioned Agreement as follows:

Closing Date: The closing date specified in the aforementioned Agreement is hereby amended as follows: This transaction shall be closed on the date of September 10th 2008 or on such other date as may be agreed to by the parties in writing.

Termination: The right to unilaterally extend the closing date for seven days as provided for in the Timing of Closing and Possession paragraph of the aforementioned Agreement is hereby terminated OR shall remain in full force and effect.

Possession: The possession date specified in the aforementioned Agreement is hereby amended as follows: Buyer agrees to allow Seller to retain possession of the Property through (Select one. The box not checked, shall not be part of this Amendment) A. the closing; or B. _____ hours after the closing; or C. _____ days after the closing at _____ o'clock _____ m. In the event that Seller retains possession of the Property beyond the day of closing, Seller does hereby guarantee that at the date of surrender of occupancy by Seller, the Property shall be in the same condition.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

Jon Browne Assoc. Realty
Selling Broker
By: David R. Ligner
Broker or Broker's Affiliated Licensee
METROBROKERS GMAC REAL ESTATE
Selling Broker
[Signature]
Broker or Broker's Affiliated Licensee

Portia C. Minter
Buyer's Signature
[Signature]
Buyer's Signature
S. GREGORY HAYS, RECEIVER
Seller's Signature
[Signature]
Seller's Signature

Acceptance Date. The above Amendment is hereby accepted, dated _____, on the date of _____ ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of this Amendment has been received by seller. The seller shall promptly notify others when acceptance has been received.

COMMERCIAL PURCHASE AND SALE AGREEMENT



Offer Date: July 14th 2008

2008 Printing

1. **Purchase and Sale.** The undersigned buyer ("Buyer") agrees to buy and the undersigned seller ("Seller") agrees to sell the Property with the following address: 1484 Columbia Drive, City Decatur, County Georgia, Georgia, Zip Code 30032, together with all fixtures, landscaping, improvements, and appurtenances (except those identified in any Seller's Property Disclosure Statement attached hereto as not remaining with the Property) and as more particularly described in the Legal Description Paragraph below (all of which is hereinafter collectively referred to as "Property").

2. **Legal Description.** [Select Section A or B below. The section not marked shall not be a part of this Agreement.]

- A. The legal description of the Property is attached as an exhibit hereto.
- B. The full legal description of the Property is the same as is recorded in the land records of the county in which the Property is located and is incorporated herein by reference. The legal description of the Property is more specifically described below and can be found in said land records in the following deed book and/or plat book, if filed in this:

Land Lot(s) 186 of the 15 District, as Section/GMD, Lot 01/2 Block 4 Unit 0 Phase/Section as of as Subdivision/Development, as County, Georgia as recorded in: as Georgia

 - 1. Plat Book as, Page as, et. seq.; or
 - 2. Deed Book as, Page as, et. seq.

3. **Purchase Price and Method of Payment.** At closing, Buyer agrees to pay Seller the purchase price of the Property in cash, cashiers check, certified check or wire transfer of immediately available funds of \$ 130,000.00 One Hundred Thirty thousand U.S. Dollars.

The method of payment shall be all cash at closing.

4. **Earnest Money.** A. Receipt: Buyer has paid to Jon Brown Associates Realty ("Holder") earnest money of \$ 5999.00 check, which has been received by Holder. The earnest money shall be deposited in Holder's escrow/trust account (with Holder retaining the interest if the account is interest bearing) within five banking days from the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored for any reason by the bank upon which it is drawn, Holder shall promptly give notice to Buyer and Seller. Buyer shall have three banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer.

B. **Entitlement to Earnest Money:** Subject to the Disbursement of earnest money paragraph below.

1. Buyer shall be entitled to the earnest money upon: (a) failure of the parties to enter into a binding agreement; (b) failure of any contingency or condition to which this Agreement is subject; (c) termination of this Agreement due to the default of Seller; (d) the termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement; or (e) upon the closing of Property.
2. Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of Buyer. In such event, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.

C. **Disbursement of Earnest Money:** Holder shall disburse Earnest Money only as follows: (a) at Closing; (b) upon a subsequent written agreement signed by Buyer and Seller; (c) as set forth below in the event of a dispute regarding earnest money; or (d) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any matter arising out of or related to the performance of Holder's duties hereunder.

D. **Disputes Regarding Earnest Money:** In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute as follows: [Select Section 1 or 2 below. The section not selected is not part of this Agreement.]

1. **Reasonable Interpretation by Holder.** Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties 15 (fifteen) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the 15 (fifteen) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new 15 (fifteen) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fee and court costs and the amount deducted by Holder from the non-prevailing defendant.

C. **Additional Costs:** In addition to the costs identified above, the following costs shall be paid by the parties hereto, as indicated below:

Item to be Paid	Paid by Seller	Paid by Buyer
Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Title Examination	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Premium for Owner's Title Insurance Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

10. **Taxes and Prorations.** Real estate taxes on Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on Property for the time period during which Seller owned Property. In the event real estate taxes are paid at closing based upon an estimated tax bill or tax bill under appeal, Buyer and Seller upon the issuance of the actual tax bill or the appeal being received shall promptly make any financial adjustments between themselves as are necessary to correctly prorate the tax bill. This subparagraph shall survive the closing. In addition, the following items shall also be prorated as of 12:01 a.m. on the Closing Date [Select only those items that apply to this transaction; the items not selected shall not apply to this Agreement]:

<input checked="" type="checkbox"/> Utilities	<input type="checkbox"/> Leasing Commissions	<input checked="" type="checkbox"/> Service Contracts
<input type="checkbox"/> Rents	<input type="checkbox"/> Tenant Improvement Costs	<input type="checkbox"/> Other: <u>ANY BILL THAT'S DUE AT CLOSING</u>

11. **Title.**

A. **Warranties of Seller.** Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to Property to Buyer, subject only to the following exemptions ("Permitted Exception"):

1. Liens for ad valorem taxes not yet due and payable;
2. Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Objections paragraph below. "Good and marketable, fee simple title" with respect to Property shall be such title: (a) as is classified as "marketable" under the Title Standards of the State Bar of Georgia; and (b) as is acceptable to and insurable by a title insurance company doing business in Georgia ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

B. **Title Objections.** Buyer shall have 10 days from the Binding Agreement Date in which to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments and other facts affecting the marketability of Property as revealed by a current title examination and survey. Seller shall have 10 days from the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to the Title Company), then within five days of the expiration of the Title Cure Period, Buyer may, as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case, Buyer shall be entitled to the return of Buyer's earnest money; (2) waive any such objections and elect to close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date for a period of time not to exceed 15 days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to re-examine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

12. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within 7 days of receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted Property with the damage and shall receive at Closing: (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage; and (2) an assignment of all unpaid insurance proceeds on the claim.

13. **Representations and Warranties.**

A. **Seller's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Seller makes the representations and warranties to Buyer, if any, as indicated in Exhibit "D", if attached.

B. **Buyer's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement; and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer.

14. **Agency and Brokerage.**

A. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.:

1. **No Agency Relationship.** Buyer and Seller acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
2. **Listing Broker.** Broker working with the Seller is identified on the signature page as the "Listing Broker"; and said Broker is OR is not representing Seller;
3. **Selling Broker.** Broker working with Buyer (including in transactions where Broker is representing Seller) is identified on the signature page as "Selling Broker," and said Broker is OR is not representing Buyer, and
4. **Dual Agency or Designated Agency.** If Buyer and Seller are both being represented by the same Broker, a relationship of either designated agency OR dual agency shall exist.

a. **Dual Agency Disclosure.** (Applicable only if dual agency has been selected above.)

Buyer and Seller are aware that Broker is acting as a dual agent in this transaction and consent to the same. Buyer and Seller have been advised that:

- (1) In serving as a dual agent, Broker is representing two clients whose interests are or, at times could be different or even adverse;
- (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (3) Buyer and Seller do not have to consent to dual agency and, the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (4) Notwithstanding any provision to the contrary contained herein, Buyer and Seller each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

b. Designated Agency Assignment. [Applicable only if the designated agency has been selected above.]

Broker has assigned _____ NA to work exclusively with Buyer as Buyer's designated agent and _____ NA to work exclusively with Seller as Seller's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

- B. Brokerage:** Broker(s) identified herein are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, Listing Broker will be paid a commission by Seller, and the Selling Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement. The closing attorney is directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker its respective portion of said commission. In the event the sale is not closed because of the failure or refusal of Buyer or Seller to perform any of their respective obligations, the defaulting party, being familiar with the commission to be paid to the Broker(s), shall immediately pay the Broker(s) the full commission the Broker(s) would have been entitled to had the sale closed. This contractual obligation on the part of the defaulting party shall: (1) arise by virtue of this Agreement; (2) not be limited by any prior agreement of the Broker(s) and the defaulting party; (3) be in consideration of the promises herein and the valuable services performed by the Broker(s) in this Agreement; and (4) survive the termination of this Agreement. The Selling Broker and Listing Broker may jointly or independently pursue the defaulting party for their respective portion of the commission.
- G. Material Relationship Disclosure:** Brokers and/or their affiliated licensees have the following material relationship(s) with either Buyer or Seller as follows: NA

NA

- 15. Disclaimer:** Buyer and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers other than what is expressly included in this Agreement and waive and shall not assert any claims against Brokers involving the same. Buyer and Seller agree that Brokers shall not be responsible to advise Buyer and Seller on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this Agreement and transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer and Seller acknowledge that Brokers shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

16. Assignment. [Select one]

- A.** Buyer may not assign this Agreement to any legal entity without written permission from the Seller. Any such approved assignment shall not release the original Buyer from any liabilities or obligations herein. Notice of such assignment shall be delivered to the Seller within 2 (two) working days of execution, but not less than 5 (five) days from closing.
- B.** This Agreement may be assigned by the Buyer to any legal entity of which (he) Buyer owns at least 25% and must have written permission of the Seller to do so. Such permission shall not be unreasonably denied.

17. Notices

- A. All Notices Must Be in Writing.** All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice. It is the intent of the parties that the requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding.
- B. Method of Delivery of Notice.** Subject to limitations and conditions set forth herein, notices may only be delivered: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, prepaid, return receipt requested; or (5) by e-mail.
- C. When Notice is Deemed Received.** Except as may be provided herein, a notice shall not be deemed to be given, delivered or received until it is actually received by the party to whom the notice was intended or that person's authorized agent. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted to either the party or the party's authorized agent provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the telephone number returned herein to which the notice should have been sent.
- D. When Notice to Broker is Notice to Broker's Client.** Except in transactions where the Broker is practicing designated agency, notice to the Broker or the affiliated licensee of Broker representing a party in the transaction shall for all purposes herein be deemed to be notice to that party. Said Broker and affiliated licensee shall be authorized agents of the party for the purpose of receiving notice. In any transaction where the Broker is practicing designated agency, only notice to the affiliated licensee designated by Broker to represent the party in the transaction shall be notice to that party. Personal delivery of notice may only be delivered to the party intended to receive the same or that party's authorized agent.

