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**FAX TRANSMITTAL**

**TO: Rich Hunter**  
**Fax 404-926-0055**

**FROM: Gary Mills**

**DATE: April 13, 2007**

**PAGES: 4 (Including Cover)**

**RE: 5927 Rockbridge Rd.**

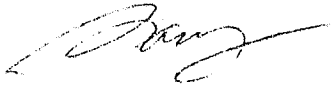
**Rich,**

**Attached is a copy of the signed counteroffer from Shevon Marcus, the purchaser of Rockbridge Road. Please have the attorney run the advertisement in the AJC and on the website. This closing is scheduled to occur on or before May 1. We should schedule a closing time with the title company**

**Please let me know the requirement for getting court approval for the sale after the notice period expires.**

**Thanks for your cooperation throughout. Please let me know if you have any questions.**

**Best,**



*IF TOTAL PAGES ARE NOT RECEIVED, PLEASE CALL (404)229-9998*

**CONFIDENTIAL**

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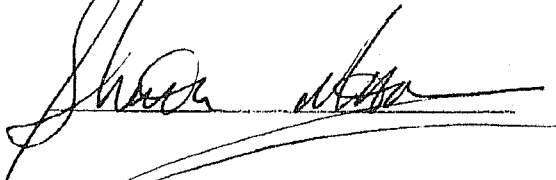
### COUNTEROFFER

The following is a counteroffer (the "Counteroffer") to that certain offer to purchase or sale set forth in the Purchase and Sale Agreement dated the 12<sup>th</sup> day of February, 2007 ("Agreement") for the purchase and sale of real property located at 5927 Rockbridge Road, Stone Mountain, Georgia 30087. All items and conditions of the Agreement, as modified by this Counteroffer, are agreed to and accepted by the undersigned.


1. 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"). 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 Contract 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, 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. 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.
3. Section 2 of the Agreement is modified to read that the Purchase Price of the Property shall be \$115,000.00.
4. Section 5 of the Agreement is modified to read that Seller shall contribute at Closing the sum of \$4,000.00 to be used by Buyer as and for closing costs, and for repairs to the Property.
5. Section 3 of the Agreement is modified to read that the Earnest Money shall be paid to Hays Financial Consulting, LLC.
6. Section 6C. of the Agreement is modified to read that Buyer shall have twenty-one (21) days from the Binding Agreement Date to determine if Buyer has the ability to obtain the Loan described in the Agreement.

7. Section 7 of the Agreement is modified to read that the transaction contemplated by the Agreement shall be closed by the law firm of McClarty, Robinson & VanVoorhies, LLP.
8. Section 8 of the Agreement (Seller's Property Disclosure) is deleted in its entirety.
9. Seller shall not be required to produce a termite inspection report to Buyer or its lender.
10. The Seller is aware that the Earnest Money is refundable in accordance with the Financing Contingency provision set forth in the Agreement.
11. Seller shall confirm at Closing that all utilities serving the Property have been paid in full.
12. Section 12A. of the Agreement is modified to read that Seller shall convey the Property to Buyer at Closing by limited warranty deed.
13. Section 18B. of the Agreement is hereby modified to read that any notice to be given to either party may be delivered (i) in person, (ii) by an overnight delivery service, prepaid, or (iii) by registered or certified U.S. mail, pre-paid, return receipt requested. Notice via email or fax shall not be sufficient for purposes of providing any notice under the Agreement.
14. Section 4 of the Agreement is hereby modified to read that the closing of the transaction shall occur on May 1, 2007.

BUYER



SELLER:



S. Gregory Hays, Receiver for Pinnacle  
Development Partners, LLC and  
Rockbridge Road Development Partners

BINDING AGREEMENT DATE: THE BINDING AGREEMENT DATE IN THIS TRANSACTION IS THE 2ND DAY OF APRIL, 2007, AND HAS BEEN FILLED IN BY GARY MILLS ON RECEIPT OF EARNEST MONEY CHECK AND SIGNED COUNTEROFFER.

SHEVON A. MARCUS  
1516 ALICE AVE.  
LITHONIA, GA 30058-3243

Playful  
Pats

330

Date 2-12-07

55-33/212 NJ  
93003

Pay to the Order of Metric Brokers/CMAC Reg \$ 1,000  
One thousand Dollars



ACH R/T 021200330

For Down Payment Shevon

⑆021200339⑆ 0094651067461⑆ 0330