

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

GLOBAL ONLINE DIRECT, INC.,
BRYANT E. BEHRMANN and
LARRY "BUCK" E. HUNTER,

Defendants.

Civil Action No. 1:07.CV-0767

**DECLARATION OF MICHAEL A. GRASSMUECK IN SUPPORT OF
RECEIVER'S APPLICATION TO EMPLOY SECOND REAL ESTATE
BROKER**

I, Michael A. Grassmueck, declare as follows:

1. I am the court-appointed Receiver (the "Receiver") for the above-captioned action, and make this Declaration in Support of the Receiver's Application to Employ Second Real Estate Broker.

2. Previously, on August 20, 2007, the receivership estate ("Receivership Estate") filed an Application (the "First Employment Application") to Employ Property Manager and Real Estate Broker, which sought approval of the listing of Receivership Estate properties, with real estate broker Mr. Roger Goodman of Century 21 Eagle Cap Realty ("First Realtor"). The First Employment Application also sought approval of the Real Property Broker Engagement Contract with First Realtor, and form of Receiver's Earnest Money Agreement, with respect to properties the First Realtor would sell and market. The Court approved the First Employment Application by Court Order entered on October 30, 2007.

3. At this time, the Receivership Estate requests that this Court authorize the employment of the Second Realtor for the purpose of selling the real property located at 2545 Chateau Clermont St., Henderson, Nevada, 89044, pursuant to the Second Broker Agreement, and Receiver's Earnest Money Agreement, attached to the Motion. A true and correct copy of the Real Property Broker Engagement Contract (the "Broker Agreement") between the Receiver and the Second Realtor is attached to the Motion as Exhibit "A", and a true and correct copy of the Receiver's Earnest Money Agreement is attached to the Motion as Exhibit "B".

4. The Receivership Estate obtained title to the Property pursuant to the prior owner of the Property, Gabrielle Behrmann, agreeing to transfer title to the Property to the Receivership Estate. Ms. Behrmann agreed to transfer title to the Property to the Receivership Estate, as a result of a plea agreement, dated on or about May 28, 2009, ("Plea Agreement") entered into by and between Defendant Bryant Behrmann and the U.S. Attorney's Office. The plea agreement stated that the USA would not prosecute any criminal action against Ms. Behrmann provided she cooperated in transferring title to the Property to the Receivership Estate. The Property was the subject of a claw-back action the Receivership Estate filed against Ms. Behrmann, among others, entitled *Michael A. Grassmueck, Receiver v. Mary C. Hunter, et al.*, Case No. 1:07-CV-2532 (the "Hunter Action").

5. A true and correct copy of the legal description of the Property is attached to the Motion as Exhibit "C".

6. Based on the location of the Property, and the costs associated with the eventual sale of the Property, I, as receiver, have concluded that it is appropriate to employ Ms. Terri Schnitzler as the Receivership Estate's Second Realtor. Ms. Schnitzler has demonstrated to my satisfaction that she has the appropriate qualifications and experience to serve as realtor for the Property.

7. The Second Realtor is qualified to administer the sale of the Property based on her experience and familiarity with the area where the Property is located.

8. The Receivership Estate proposes to employ the Second Realtor, on behalf of Act 1 Realty, Inc., as its real estate broker with a commission of six percent (6.0%) of the sales price if the sales price is less than or equal to \$200,000.00, and five and one half percent (5.5%) if the sales price is greater than \$200,000.00, as further described in the Second Broker Agreement. The Second Broker Agreement provides the Second Realtor with an exclusive listing with regard to the Property for a period of ninety (90) days from the date the Agreement is approved by the Court, subject to renewal by the Receivership Estate. The Receivership Estate also seeks the authority to extend or amend the Second Broker Agreement from time to time as he believes is necessary, in his discretion, without further notice to or order of this Court.

9. Any sales of the Property will be governed by the Receivership Estate's Earnest Money Agreement, subject to the approval of this Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on November 7, 2009, at Portland, Oregon.



Michael A. Grassmueck