

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-WSD

NOTICE OF MOTION FOR ORDER (i) AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; (ii) AUTHORIZING THE RECEIVER TO PAY CERTAIN LIENS AND CLAIMS FROM THE SALE OF THE REAL PROPERTY; (iii) RELIEVING THE RECEIVER FROM THE PROVISIONS OF 28 U.S.C. §§ 2001-2002; AND (iv) APPROVING THE REAL ESTATE BROKER'S COMMISSION

PLEASE TAKE NOTICE THAT Michael A. Grassmueck (the "Receiver"), the duly appointed receiver for Global Online Direct, Inc. ("Global") and its subsidiaries Global Online Depository, Global Online SPIP, Global Online Auction Stores, Triple Diamond B, Bodaga Bay, Bodaga Bay Trucking, Inc., Catherine Crick Riders, Double B Broadcasting, Inc., The AM Show, Double B MPG, Global Online Direct, U Loan We Pay, and Bargain Hunter, Inc. and their subsidiaries and affiliates and any entities controlled by them (collectively referred to as the "Receivership Entities"), has moved this Court (the "Motion") for authorization to (i) sell certain real property free and clear of all liens, claims, interests and encumbrances; (ii) pay certain liens and claims from the sale of the

real property; (iii) relieve the Receiver from the provisions of 28 U.S.C. §§ 2001-2002; and (iv) approve the real estate broker's commission.

By the Motion, the Receiver requests that the Court authorize the sale of certain real property of the receivership estate, which is located at 59890 Smith Loop, La Grande, Oregon, 97850 ("Smith Loop Property"), free and clear of all liens, claims and encumbrances, with such liens, claims and encumbrances attaching to the proceeds of sale.

In regard to the Smith Loop Property, this property was recently clawed-back to the Receivership Estate, in settlement of a fraudulent transfer action filed against the prior owner, Grande Ronde Airport Storage, LLC ("Grande Ronde"), entitled *Michael A. Grassmueck, Receiver v. Mary C. Hunter, et al.*, Case No. 1:07-CV-2532 (the "Hunter Action"). The Receiver is therefore selling this Smith Loop Property, as a result of Grande Ronde transferring title to the Smith Loop Property to the Receivership Estate.

Pursuant to the Application (the "Employment Application") to Employ Property Manager and Real Estate Broker, filed on August 20, 2007, the Receiver previously sought the approval of the listing of the Receivership Estate properties (collectively, the "Receivership Estate Properties"), which would include properties clawed-back under the Hunter Action, with real estate broker Mr. Roger Goodman of Century 21 Eagle Cap Realty (the "Broker"). The Broker's employment to market and sell the Receivership Estate Properties was approved by Court Order entered on October 30, 2007 (the "Broker Employment Order").

The Receiver submits this Motion to approve the sale of the Smith Loop Property to the highest offer received for the Property. To the extent that the Receiver obtains a higher offer than the current offer, the Receiver seeks Court approval of sale of the Smith Loop Property to the highest offer. The Receiver sells the Smith Loop Property "AS IS," "WHERE IS," and "WITH ALL FAULTS", and the Receiver makes no representations or warranties in respect to

the condition of the Smith Loop Property. Further, the Receiver requests that the Court authorize him to pay from the proceeds of sale of the Smith Loop Property the valid liens, taxes and any other claims on the Smith Loop Property, subject to any objections to such liens, taxes or claims by the Receiver.

The Receiver also requests, by this Motion, that the Court waive the provisions of 28 U.S.C. §§ 2001(a) and 2002, which provide for the sale of the Smith Loop Property pursuant to a foreclosure-type or public auction process. Further, the Receiver seeks waiver of the provisions of 28 U.S.C. § 2001(b) applying to private sales, including requiring certain appraisals, newspaper publications for the private sale, and confirmation of the private sale.

In accordance with the Receiver's business judgment, the waivers of Sections 2001(a) and 2002 are appropriate. The most likely way for the Receiver to realize the highest price for the Smith Loop Property is through the commercially reasonable and customary method of listing the Smith Loop Property with a broker and conducting a private sale. Further, the Receiver believes that listing and selling the Smith Loop Property through a broker for the highest price offered, is the best method to obtain the highest and best price for the Property, without having to incur the additional expenses in complying with Section 2001(b).

Finally, the Receiver seeks authority to compensate the Broker in accordance with the listing agreement (the "Broker Agreement") at the applicable sales commission from the proceeds of sale of the Smith Loop Property. The sales commission amount is described in the Motion and in the Employment Application. The Employment Application was approved pursuant to the Broker Employment Order. The Broker Employment Order also approved the Broker Agreement, and the Motion also seeks approval to pay the Broker his sales commission in accordance with the Broker Agreement.

PLEASE TAKE FURTHER NOTICE that copies of the Motion can be viewed at or obtained from the Clerk of the Court, U.S. District Court, Northern District of Georgia, Atlanta Division, 75 Spring Street SW, Room 2211, Atlanta, GA 30303-3361, or by writing to counsel to the Receiver at the below-referenced address.

PLEASE TAKE FURTHER NOTICE that the Motion is set without hearing, unless otherwise ordered by the Court pursuant to Local Rule 7.1(E), and any opposition shall be filed no later than ten (10) days after service of the Motion, excluding weekends and Court holidays, pursuant to Local Rule 7.1(B). Failure to file an opposition shall indicate that there is no opposition to the Motion pursuant to Local Rule 7.1(B).

Dated: January 19, 2010

Respectfully submitted,

/s/ David R. Zaro, Esq.

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