



November 10, 2010

VIA PRIORITY MAIL
VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED – 70082810000218344907

Ms. Ruth Liverpool
5448 Leitner Dr. E
Parkland, FL 33067

Re: Austin Park Development Project
Bridge Way Apartments Project

**NOTICE FOR DEMAND FOR RETURN OF MONIES PURSUANT TO
FL. STAT. §772.11 AND
FLORIDA SECURITIES AND INVESTOR PROTECTIONS ACT §517.011, ET SEQ.**

Ms. Liverpool,

Mr. Dustin Melvin, Mr. Roy Melvin, Mainsail Development, LLC and Austin Park Development, LLC have retained this firm to investigate and acquire their monies in relation to the above referenced development projects. This letter constitutes a demand for the return of my clients' investment based on your violations, without limitation, of the Florida Securities and Investor Protection Act, breaches of fiduciary duties, fraud, and civil theft.

On February 19, 2010, my clients and your company entered into a Letter of Commitment for the funding of the Austin Park Development Project. Pursuant to paragraph 10 of the agreement, my client was obligated to place a "fully refundable fee ... of ... \$298,000.00 with the Investor", your company. My clients wire transferred the funds on February 24, 2010, thus obligating your company to perform and placing your company under a fiduciary duty to my client. My client further tendered funds in the amount of \$100,000.00 on April 23, 2010 for a second project, the Bridge Way Apartments Project.

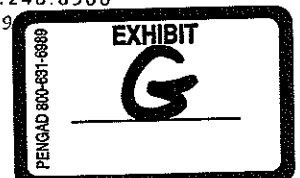
Based upon Section 4.1 of the Investment Agreement, closing was due within thirty business days and at the longest, per a February 19, 2010 email, closing was to take place 90 days from February 24, 2010. Accordingly, closing was to occur on May 25, 2010 if interpretation of the document meant 90 calendar days and June 30, 2010 if interpretation of the document meant business days. In either event, closing did not and still has not occurred.

There have been several excuses and representations, all of which are not documented, that "the Feds" and other factors are causing the closing of these projects from occurring. In optimistic fashion, my clients have taken such assertions in good faith in an effort to complete

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Facsimile: 856.984.5239



the projects. My clients went so far as to fund another \$25,000.00 to a third party to maintain their commitments that they were under to ensure a closing in the Austin Park Development project. However the time has passed and my client's patience has worn thin. Based on the above violations of the Florida Securities and Investor Protection Act in addition to the multiple breaches of fiduciary duty and of the Letter of Commitment and Investor Agreement requiring closing dates to be strictly adhered to, notice is hereby given that pursuant to Fla. Stat. §§ 517.07, 517.211 and 517.301, of my clients intent to rescind their agreements with you in regards to this investment if we are unable to resolve this matter amicably. My client will demand full return of their monies of \$398,000.00 plus legal interest at a rate of 6% per annum since February 14, 2010.

Further take note that pursuant to Fla. Stat. §517.111(6), if further legal action is necessary to reacquire my clients' investment, my clients will seek to hold you and anyone else associated with this transaction personally liable. As you are in possession of my clients' funds and have been utilizing them for nearly an entire trading year, you have profited improperly from illegally holding them, which will not be favorable to your outlook in the eyes of a judge or jury.

It is clear from the evidence presented that your intent was to acquire my clients' money and in no way ever to fund or execute upon these contracts and that you are withholding these funds improperly. Pursuant to §772.11, Florida Statutes, formal demand is hereby made in the amount of \$1,194,000.00, which represents three times the amount being improperly and illegally withheld from my clients. Please be advised that if full payment is not received by my office within thirty (30) days of November 20, 2010, my clients will take all actions necessary to recover the treble amount of the misappropriated funds, together with all attorney's fees and costs as permitted by §772.11, Florida Statutes.

My clients propose that if you complete the Austin Park Development closing by 5:00 p.m. on November 20, 2010, then they will put to this matter to rest and not proceed with litigation. However, if this requirement is not satisfied, the above and below notices to rescind and for return of monies pursuant to civil theft will be effective immediately as of November 20, 2010.

GOVERN YOURSELF ACCORDINGLY.

Respectfully,



Christopher Hixson, Esq.

cc: Dustin Melvin
Roy Melvin
Mainsail Development, LLC
Austin Park Development, LLC



November 10, 2010

VIA PRIORITY MAIL
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Ms. Ruth Liverpool
c/o Pinnacle Mutual, Inc.
5448 Leitner Dr. E
Parkland, FL 33067

Re: Austin Park Development Project
Bridge Way Apartments Project

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Respectfully,



Christopher Hixson, Esq.

cc: Dustin Melvin
Roy Melvin
Mainsail Development, LLC
Austin Park Development, LLC



November 10, 2010

VIA PRIORITY MAIL
VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED – 70082810000218344921

Ms. Ruth Liverpool
c/o Rusco Investments, Inc.
5448 Leitner Dr. E
Parkland, FL 33067

Re: Austin Park Development Project
Bridge Way Apartments Project

**NOTICE FOR DEMAND FOR RETURN OF MONIES PURSUANT TO
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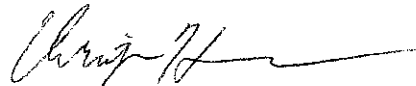
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Respectfully,



Christopher Hixson, Esq.

cc: Dustin Melvin
Roy Melvin
Mainsail Development, LLC
Austin Park Development, LLC

LYNCH & ROBBINS
Attorneys

November 11, 2010

VIA PRIORITY MAIL
VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED – 7008 2810 0002 1834 4945

Lass Accounting & Business Services, Inc.
2690 Weston Road
Weston, FL 33331

Re: Austin Park Development Project
Bridge Way Apartments Project

Ms. Jeannie Montes de Oca,

Mr. Dustin Melvin, Mr. Roy Melvin, Mainsail Development, LLC and Austin Park Development, LLC have retained this firm to investigate and acquire their monies in relation to the above referenced development projects. This letter constitutes to put your company on notice of a dispute and a demand for the immediate accounting of all monies in the above referenced projects on behalf of my clients.

As you are aware, Pinnacle Mutual, Inc. required that my clients contract with you for financial services in regards to the above referenced projects. Accordingly, my clients' entered into a Financial Services Agreement on June 10, 2010. Under the terms of this contract, you are to "provide auditing services and supervise the expenditures associated with the funding amount for the Project" which is further detailed under Section 1.1 of the contract under titles of "Auditing" and "Accounting". Further, as acknowledged by your company under Section 1.3, your company shall "utilize a standard of duty and care equal of that of a reasonably prudent financial services provider." This directly indicates that you owe a fiduciary duty to my client and to act in their interests in regards to this project.

This letter is a request for a full accounting of all monies tendered, received, and disbursed in regards to these projects listed above for my clients. This letter serves also as notice of a dispute of contractual obligations among my client's and Pinnacle Mutual, Inc. and accordingly, a full accounting is needed for all parties involved in the dispute. As you have now been served with notice of this dispute, you have legal obligations in your fiduciary duty to my clients that you must uphold. Please govern yourself accordingly. Please provide the accounting to my office within ten (10) days.

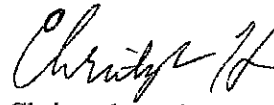
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Thank you for your time and attention to this matter. If you wish to discuss anything with me, feel free to contact me at any of the contacts below or my email at chixson@floridalawyer.com.

Respectfully,

A handwritten signature in cursive script, appearing to read "Christopher Hixson". The signature is written in black ink and extends across the right side of the page.

Christopher Hixson, Esq.

cc: Dustin Melvin
Roy Melvin
Mainsail Development, LLC
Austin Park Development, LLC