

## RIDER 1

This Rider 1 to that certain Purchase and Sale Agreement (the "Agreement") by and between Regis Road Development Partners ("Seller") and Turnkey Investments ("Buyer") with an offer date of April 17, 2009, for the purchase and sale of real property known as 1051 Regis Road, Atlanta, Fulton County, Georgia 30315, is entered into between the parties as of the 22<sup>nd</sup> day of April, 2009. All items and conditions of the Agreement, as modified by this Rider, are agreed to and accepted by the undersigned.

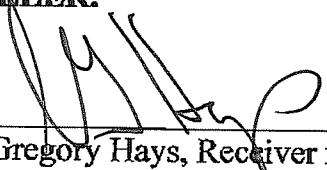
1. Court Approval. Buyer acknowledges that Seller is acting solely in its capacity as Receiver for the record owner of the Property, pursuant to court order from the U.S. District Court for the Northern District of Georgia (the "Court"). Notwithstanding anything in this Agreement to the contrary, the 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](http://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 principals: (a) is a creditor, an equity security holder, or an insider of Seller, Pinnacle Development Partners, LLC ("Pinnacle") or any of Pinnacle's affiliates (collectively, Seller, Pinnacle and Pinnacle's affiliates are defined as the "Interested Parties"); (b) is currently, or 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. Title. Section 8.A. of the Agreement is hereby modified to read that Seller shall convey the Property to Buyer at Closing by limited warranty deed. Notwithstanding anything in Section 8.B. and 8.C. to the contrary, Buyer shall have fifteen (15) days following the Binding Agreement Date (the "Due Diligence Period") to furnish to Seller any objections affecting title or survey matters. Any objections not received within the Due Diligence Period shall be deemed waived and Buyer shall have no right to terminate the Agreement for such title or survey matters.

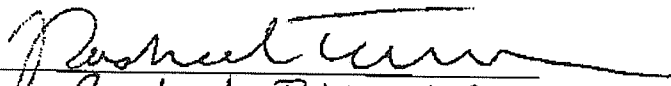
[signatures appear on following page]

**SELLER:**

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

**BUYER:**

TURNKEY INVESTMENTS

By:   
Name: Rashad TURNER  
Title: Chief Executive Officer