

## RIDER 1

This Rider 1 to that certain Purchase and Sale Agreement (the "Agreement") by and between Rockbridge Road Development Partners ("Seller") and Martin Camarillo ("Buyer") with an offer date of April 22, 2009, for the purchase and sale of real property known as 5927 Rockbridge Road, Stone Mountain, DeKalb County, Georgia 30087, is entered into between the parties as of the 30<sup>th</sup> day of April, 2009 (the "Binding Agreement Date"). 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.

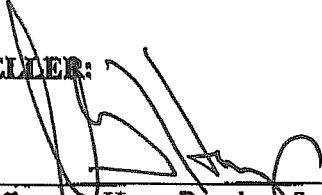
2. Disinterested Party. Buyer represents and warrants that neither it nor any of its principals: (a) is a creditor, an equity security holder, or an insider of Seller or any of Seller's affiliates (collectively, Seller and Seller's affiliates are defined as the "Interested Parties"); (b) is currently, 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. Earnest Money. The first sentence of Section 4 of the Agreement is hereby modified to read that Hays Financial Consulting, LLC ("Holder") shall be the holder of the earnest money.

4. 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 ten (10) 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 and Buyer shall have no right to terminate the Agreement for such title or survey matters.

**SELLER:**



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

**BUYER:**

  
Martin Camarillo



FROM :

FAX NO. :16783762610

Apr. 25 2009 12:55PM P9

# LEAD-BASED PAINT EXHIBIT " A "



2009 Printing

This Exhibit is part of the Agreement with an Offer Date of APRIL 20, 2009 for the purchase and sale of that certain Property known as 5927 Rockbridge Ln. STONE MOUNTAIN, Georgia 30087

### 1. Purchase and Sale or Lease Transaction Lead Warning Statement.

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### 2. Seller's/Lessor's Disclosure. [Seller/Lessor to initial section A. and B. below]

- Presence of lead-based paint and/or lead paint hazard [check one below]:
  - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

### Records and Reports available to the Seller/Lessor [check one below]:

- Seller/Lessor has provided the Buyer/Lessee with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):

Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Buyer's/Lessee's Acknowledgment. [Buyer/Lessee to initial sections below]

Buyer/Lessee initials

C. Buyer/Lessee has received copies of all information listed above.

Buyer/Lessee initials

D. Buyer/Lessee has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family From Lead in Your Home".

Buyer/Lessee initials

E. Buyer/Lessee has [check one below]:

- Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Broker's Acknowledgment. [Broker to initial below]

Broker's initials

F. Broker has informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

### 3. Certification of Accuracy.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

5/6/09  
Seller/Lessor Date

4/20/09  
Buyer/Lessee Date

4/28/09  
Listing Broker Date

4/28/09  
Selling/Leasing Broker Date

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Lessee" shall mean either a Buyer or a Lessee or both as the context may indicate.