

THE POINT AT GRAINGER'S LANDING VILLAS

BASIC AGREEMENT INFORMATION

Agreement Date:	_____, 2006		
Developer:	BECS, LLC., A Tennessee Limited Liability Company		
Buyer:	_____ of _____ County, _____		
Developer's Contact Information:	Attn: Mr. Eddie E. Holbrook, Jr. BECS, , A Tennessee Limited Liability Company 115 Governors Path Rutledge, TN 37861 Telephone: (865) 828-4921 Facsimile: (865) 828-4555 Email: BECS@frontiernet.net		
Buyer's Information:	_____ _____ _____ _____ Telephone: _____ Facsimile: _____ Email: _____ Social Security No(s): _____ _____		
Purchase Price:	The Purchase Price for the Unit shall be _____ Dollars, subject to adjustment as set forth in the Agreement.		
Unit:	Unit No. _____, The Point At Grainger's Landing Villas as shown and described in the Master Deed.		
Unit Style:	Villa type _____ as shown in the Master Deed and the Plans.		
Substantial Completion:	Date upon which a Certificate of Occupancy is issued for the Unit.		
Payment of Purchase Price:	Subject to the terms of the Agreement, the Purchase Price shall be paid as follows:		
	Payment	Amount	Date Due
	Initial Deposit	10% of Purchase Price	Execution of Agreement
	Additional Deposit	10 % of Purchase Price	Start of Construction
	Final Installment	Remaining Balance of Purchase Price	Closing

The foregoing Basic Agreement Information is incorporated into and made a part of the Agreement identified above. If any conflict exists between any Basic Agreement Information and the Agreement, then the Agreement shall control.

DEVELOPER:	BECS ., A Tennessee Limited Liability Company By: _____ Bruce Van Horn Date: _____ By: _____ Eddie E. Holbrook, Jr. Date: _____
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BUYER:	_____ Date: _____ _____ Date: _____
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THE POINT AT GRAINGER'S LANDING VILLAS

AGREEMENT

This Agreement ("Agreement") is made and entered into as of the _____ day of _____, 20____, by and between BECS LLC, A Tennessee Limited Liability Company ("Developer"), and _____, of _____ ("Buyer").

WITNESSETH:

WHEREAS, Developer proposes to develop a condominium project in Grainger County, Tennessee, to be known as The Point at Grainger's Landing Villas (the "Condominium"), as set forth in the Master Deed of record in Deed Book IN268, pages 691-735, in the Register's Office for Grainger County, Tennessee (the "Master Deed"); and

WHEREAS, Buyer desires to purchase a residential Unit of the Condominium;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Incorporation of Basic Agreement Information. The definitions and basic provisions set forth in the Basic Agreement Information document (the "Basic Agreement Information") executed by Developer and Buyer contemporaneously herewith are incorporated herein by reference for all purposes; provided that in the event the terms of the Basic Agreement Information shall conflict with the terms of this Agreement, the provisions of this Agreement shall control. Capitalized terms used in this Agreement and not otherwise defined herein or in the Basic Agreement Information shall have the same meanings ascribed to them in the Master Deed.

2. Purchase and Sale. Buyer agrees to buy and Developer agrees to sell, both upon the terms and conditions contained in this Agreement, the Unit. The Unit's location is shown upon the Plat contained in the Master Deed, and the Unit's style is described in greater detail in the Plans referenced in the Master Deed, all of which Buyer has reviewed.

3. Purchase Price. Buyer shall pay the Purchase Price for the Unit in the installments and in the amounts set forth in the Basic Agreement Information. All installments of the Purchase Price shall be paid in immediately available funds, including cash, certified check or wire transfer, as may be acceptable to Developer. Upon commencement of the Unit's construction, the Initial Deposit shall be non-refundable. All subsequent installments shall be due within five business days following Developer's delivery of notice to Buyer that such construction activity has commenced and the installment is due. Said installments shall also be non-refundable except as specifically set forth in this Agreement. If Buyer fails to pay any installment of the Purchase Price on time, Buyer shall be in default. Notwithstanding the foregoing, Developer may, but shall not be obligated to, accept an installment from Buyer on a later date, provided, that, in such an event, Buyer shall be obligated to pay a late funding charge equal to interest on such installment at the then applicable highest lawful rate from the due date until the date received and cleared by Developer. Further, an acceptance of a late payment by Developer shall not be construed as a waiver, nor obligate the Developer to accept late payments in the future.

Notwithstanding the foregoing provisions of this paragraph 3, the Purchase Price shall be subject to equitable adjustment in the event (i) Developer encounters unforeseen physical conditions below the surface of the ground, (ii) delays caused by Buyer, or Buyer's agents, representatives or invitees, or (iii) the scope of the work to construct the Unit or the cost of materials therefore is adversely affected as a result of acts of terrorism, civil unrest, strike, natural disaster, adverse weather, or other events beyond Developer's control (items (i), (ii) and (iii) collectively, "*Force Majeure*"). Buyer further acknowledges that the Purchase Price is subject to adjustment for any Change Order (as that term is hereinafter defined).

Buyer's obligation under this Agreement to purchase the Unit is not contingent upon Buyer's ability to obtain financing. Buyer will be solely responsible for making Buyer's own financial arrangements. Developer will reasonably cooperate with Buyer's lender provided such lender meets Developer's closing schedule.

4. Presale Contingency. Buyer understands that the Unit is to be constructed with other units as a part of a single building and this Agreement is a marketing and development tool. Buyer acknowledges, therefore, that in the event Developer is unable, within 3 months following the date of this Agreement, to enter into similar agreements for the sale of the remaining units of the proposed building in which the Unit is to be located, Developer shall have the absolute right to choose either of the following alternatives:

- (a) rescind this Agreement and refund to Buyer the Initial Deposit and all other installments previously paid to Developer by Buyer, in which event, all obligations of the parties shall cease except for those expressly set forth herein; or
- (b) offer Buyer the opportunity to choose a different location for Buyer's Unit from those units shown on the Plat as may then be available. If such alternate location is chosen, this Agreement shall be amended, as of that date to reflect such change; and each of the terms, provisions, time frames and deadlines shall be applicable as of the date of said amendment.

Absent notice from Developer to Buyer of termination of this Agreement as stated above within the time frame set forth, Developer shall be required to construct the Unit and otherwise proceed to perform its obligations under this Agreement. The foregoing presale contingency is a provision solely for the benefit of Developer and may be waived unilaterally by Developer. In the event of Developer's termination of this Agreement pursuant to this paragraph, upon such termination and the return of Buyer's Initial Deposit and any other installments paid by Buyer, Developer and Buyer will be fully relieved and released from all obligations and liabilities under and in connection with this Agreement, except as otherwise set forth herein. Developer agrees to use its best efforts to market the Condominium Units for sale in order to meet the presale requirement.

5. Completion Date. Developer shall use its best efforts to commence construction of the Unit within 3 months following the date of this Agreement (or the date of any amendment hereto) and to complete construction of the Unit by a date no later than 6 months thereafter, subject however, to delays caused by *Force Majeure*

6. Construction Specifications. The Unit and the Condominium will be constructed in substantial accordance with the Plat and Plans, as the same may be amended from time to time; provided, that Developer may make such changes in the Plans that it deems appropriate at any time to accommodate its in the field construction needs and in response to recommendations of its contractors, subcontractors, architects, engineers, agents and experts, or to conform to the requirements of local, state or federal governmental or quasi-governmental agencies or applicable utility or insurance providers, and Buyer agrees that any such changes shall not be deemed material in a manner that is adverse to the offering of the Unit. The foregoing shall be deemed to be in furtherance, and not in limitation, of the Developer's authority as set forth in the Master Deed to amend the Master Deed, including without limitation the Plat and Plans, and to substitute materials.

Buyer further acknowledges and agrees that, because of Developer's need to coordinate the appearance and design of the overall development of the Condominium, both in connection with the nature and layout of the Land and of the streets, common areas and other features of the development, Buyer's Unit, or the building of which it is a part, may be sited in a position different from that shown on the Plat. As a consequence of the foregoing, Buyer and Developer both acknowledge and agree that the Unit and the Condominium may not be constructed in precise accordance with the Plat and Plans, and Buyer releases any expectations or representations it may have in the view from the Unit.

Buyer hereby acknowledges and agrees that sound transmission in multiple unit buildings and developments is very difficult to control and that noises from adjoining or nearby units or mechanical equipment can often be heard in other units. Developer does not make any representation or warranty as to the level of sound transmission between and among units in other portions of the Condominium and Property, and Buyer hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

Buyer also understands and agrees that as a result of field construction and other permitted changes to the Unit, actual square footage of the Unit may be affected. By proceeding with the closing of the Unit, Buyer shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed to Buyer at any time prior to closing. Developer does not make any representation or warranty as to the actual size, dimensions or square footage of the Unit; and Buyer hereby waives and expressly releases any such warranty and claim for loss or damage resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage.

Buyer further agrees and understands that trees and landscaping which are located on portions of the Property may be removed to accommodate construction. Developer does not guarantee the survival of any trees and landscaping which are left or planted on any portions of the Property.

7. Finish Selections and Change Orders. Buyer understands and agrees that certain items such as the following, which may be seen in models or in illustrations are not included with the sale of the Unit, unless specified in the Finish Selections appended hereto, which Finish Selections are incorporated herein and made a part of the Plans: wall coverings (including paint other than base primer), light fixtures, wall ornaments, drapes, blinds, furniture, lamps, mirrors, pictures, plants, wall hung shelves, wet bars, intercoms, kitchen accessories, linens, window shades, security systems, certain built in fixtures, carpets and other floor coverings, barbeques, planters, window screens, decorator accessories and landscaping. This list of items, which is not all inclusive, is provided as an example only.

Buyer further understands and agrees that certain items, if included with the Unit, such as tile, cabinets, wood, stain, grout, wall and ceiling textures, cultured marble, mica and carpeting, are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturer from those shown in the models or in illustrations or included in any specifications. If circumstances arise which, in Developer's opinion, warrant changes of suppliers, manufacturers, brand names or items, Developer may substitute equipment, material, appliances, etc. with items which, in Developer's opinion, are of equal or better quality, regardless of cost. Buyer also understands and acknowledges that Developer has the right to substitute or change materials and colors. Buyer recognizes that certain colors as shown in displays or in models, including but not limited to, carpeting and wood stain, will weather and fade and may not be duplicated precisely.

Developer shall not have any obligation to make any changes requested by Buyer to the Plans (including the Finish Selections) or otherwise unless said changes are set forth in a written agreement signed by both Buyer and Developer reflecting such additional costs as may be necessitated by the agreed upon change ("Change Order"). The additional costs necessitated by the Change Order shall, at the option of Developer, be paid in advance.

Notwithstanding the foregoing provisions of this paragraph 7, during the course of construction of the Unit, Developer shall attempt, but shall not have an obligation, to provide Buyer with further opportunities to select certain fixtures, colors, appliances, floor coverings and other similar items affecting the Unit's appearance. Once notified by Developer, Buyer understands and agrees that Buyer must submit Buyer's selection from the list provided to it, to Developer in writing before the date specified in the notice. Once the selections are made by Buyer and approved by Developer, they will be considered Change Orders. If the selections are not delivered to Developer in writing within the time period set forth in the notice, then it is agreed and understood that the choices will be made by Developer in Developer's sole discretion.

8. Pre-Closing Inspection. Upon Substantial Completion of the Unit, Developer shall so notify Buyer and the parties will schedule and conduct an inspection of the Unit, at which time Buyer and Developer and Buyer's lender, if required, will agree upon an inspection statement listing any defects in materials or workmanship to be corrected ("Punch List"). Developer shall endeavor to correct all such Punch List items within a reasonable time, provided, that in no event shall the Closing be postponed due to the same.

9. Closing, Deed and Closing Costs. The consummation of the transaction contemplated in this Agreement ("Closing") shall take place at a time and location agreed to by the parties, but in no event shall it occur more than thirty (30) days after Substantial Completion.

At Closing, Developer shall convey the Unit to Buyer by General Warranty Deed, subject to the Master Deed and all applicable restrictions, restrictive covenants and easements, whether recorded or unrecorded, and all applicable zoning regulations, encroachments, survey errors, and property taxes for the year in which the Closing occurs and all subsequent years.

The other costs associated with the Closing shall be apportioned as follows:

- (a) Buyer shall pay:
 - (i) the Final Installment and any additional amounts which may be due under this Agreement or under the terms of the Master Deed, including without limitation, any Assessments, working capital funds and Association fees which may be due;
 - (ii) all of the recording, transfer and other taxes and fees imposed by Grainger County or the State of Tennessee on the General Warranty Deed transferring title of the Unit to Buyer, and any documents relating to the acquisition of any financing by Buyer;
 - (iii) any fees and costs associated with Buyer's acquisition of financing and the preparation of any deed of trust, or other instruments which relate thereto;
 - (iv) the costs of a title examination of the Unit, a title insurance commitment, and any title insurance policy or policies issued for the Unit;
 - (v) any costs associated with Buyer's due diligence;
 - (vi) one-half (1/2) of any settlement fee imposed by the title company or law firm conducting the Closing; and
 - (vii) such other fees, expenses and costs as may be expressly provided by this Agreement.

- (b) Developer shall pay:
 - (i) the costs associated with the preparation of the General Warranty Deed conveying the title of the Unit to Buyer;
 - (ii) one-half (1/2) of any settlement fee imposed by the title company or law firm conducting the Closing;
 - (iii) any and all real property taxes for the Unit, or any portion thereof, for any previous tax periods; and
 - (iv) such other fees, expenses and costs as may be expressly provided by this Agreement.

- (c) The following items shall be prorated between the parties as of the date of Closing:
 - (i) the real property taxes for the current year's tax period; and
 - (ii) such other items, if any, which are customarily apportioned between parties to a real estate transaction in Grainger County, Tennessee, and are not otherwise expressly assessed as provided in this Agreement; provided that Developer shall have no obligation to pay any fees waived by the Master Deed.

10. Default. If Buyer fails to perform any of Buyer's obligations under this Agreement when due, Buyer will be in default. If Buyer is still in default ten days after Developer sends Buyer notice thereof (except in the event of Buyer's failure to close on the scheduled date, for which no notice or opportunity to cure is required), Developer shall be, as its sole remedy, entitled to terminate this Agreement and retain the Initial Deposit and all other installments, deposits and amounts paid by Buyer to Developer, including any interest which has accrued thereon as liquidated damages (and not as a penalty). In such an event, the parties shall have no further obligation under this Agreement except as specifically set forth herein, and Developer shall be free to resell the Unit without liability or providing an accounting to Buyer. To this end, Buyer acknowledges that Developer has taken the Unit off the market for Buyer, has spent money on sales, advertising, promotion and construction, and has incurred other costs incident to this sale which will substantially damage Developer. As such, Developer and Buyer both acknowledge and agree that such an award would be adequate.

If Developer defaults under this Agreement, Buyer will give Developer ten days notice of such default; and if Developer has not cured the default within such period, Buyer will have such rights as may be available in equity or under applicable law.

11. Litigation. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of all reasonable attorneys' fees and court costs incurred.

12. Sales Commission. Developer will pay all sales commissions due its in-house sales personnel or exclusive listing agent and properly registered co-broker. By signing this Agreement, Buyer is representing and warranting to Developer that Buyer has not consulted or dealt with, nor has the sale been procured by, any real estate broker, sales person, agent or finder other than Developer's sales personnel and the following co-broker: _____.
Buyer will indemnify and hold Developer harmless for and from any such person or company claiming otherwise. Buyer's indemnity and agreement to hold Developer harmless includes, without limitation, Buyer's obligation to pay or reimburse Developer for all commissions, damages and other sums for which Developer may be liable and all attorneys' fees and courts costs actually incurred by Developer, regardless of whether a lawsuit is actually brought or whether Developer actually prevails.

13. Notices. All notices, demands, elections, deliveries, and other communications between the parties required or desired to be given in connection with this Agreement (each, a "Notice"), to be effective under this Agreement, shall be in writing and shall be deemed to be given and received (i) when delivered personally or sent via facsimile (if a facsimile number is provided in the Basic Agreement Information and the facsimile is followed by an original sent via another acceptable method in this paragraph 13; (ii) one business day after deposit with a national overnight courier service (e.g., Federal Express); or (iii) three (3) business days after deposit with the United States Postal Service as certified mail, return receipt requested; in any event with all charges or postage prepaid and addressed to the addresses provided in the Basic Agreement Information.

14. Assignment. Buyer shall not be entitled to assign this Agreement or Buyer's rights hereunder without the prior written consent of Developer, which consent may be withheld by Developer in its sole and absolute discretion; provided, that if Developer consents to such an assignment, Buyer shall remain fully liable hereunder.

15. Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, successors and permitted assigns of Buyer. If more than one person signs this Agreement as Buyer, each will be jointly and severally liable for full performance of all of Buyer's obligations and duties hereunder. This Agreement shall bind and benefit Developer and its successor and assigns.

16. Developer's Financing. Buyer understands that the Initial Deposit, as well as all other deposits, installments and payments tendered to Developer may be used by Developer for construction and development of the Condominium. Buyer further acknowledges that:

- i. Any interest earned upon any deposits, monies or installments tendered to Developer shall accrue solely to the benefit of Developer to defray operations costs.
- ii. Developer shall have no duty to provide Buyer with an accounting of any such monies.
- iii. Developer shall have the absolute right to commingle any deposits, monies and installments tendered to it.

In addition to the foregoing, Buyer acknowledges that Developer shall have the absolute right to borrow money from banks and lending institutions of its choosing for development or construction of the Condominium, and Buyer's rights under this Agreement shall be subordinate to such lenders' mortgage liens securing repayment of such loans.

17. Nearby Construction. Buyer understands and agrees that for some time in the future Buyer may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and may be impeded in using portions of the Condominium by such activity. As a result of the foregoing, there is no guaranty of view, security, privacy, location, design, density or other matter except as is set forth herein.

18. Developer Not Contractor. Buyer acknowledges and understands that Developer has contracted with Rickey Williams d/b/a Williams Construction Co., as well as other contractors and subcontractors to build and develop the Unit and the Condominium. Buyer understands and acknowledges that (i) the relationship between Developer and Rickey Williams d/b/a Williams Construction Co., is that of contractor-independent contractor and not employer-employee or master-servant, (ii) Developer is not a licensed builder or contractor, (iii) Developer does not carry builder's risk or any similar kind of insurance on behalf of Buyer which is related to the Unit or the development, and (iv) the persons working on the Unit and Property are not employees, agents or servants of Developer.

19. Warranties and Disclaimer. At Closing, Developer will assign all warranties which it has pertaining to the Unit or any of the personal property, fixtures and appliances located therein to Buyer, but only to the extent they are assignable. The warranties assigned to Buyer shall be the sole and exclusive warranties related to the Unit. Developer make no express warranties whatsoever, and specifically disclaims all implied warranties whatsoever including, but not limited to implied warranties of habitability, condition, fitness, use, and quality of workmanship and materials. Except for those warranties assigned to Buyer, Buyer agrees to accept the Unit and all personal property forming a portion thereof in their "as is, where is" condition.

20. Survival. All of the agreements, waivers and indemnities of the Buyer in this Agreement shall survive the Closing.

21. Representations. Buyer acknowledges warrants, represents and agrees that this Agreement is being entered into by Buyer without reliance upon any representations concerning any potential for future profit, any further appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any monetary or financial advantage. Buyer acknowledges and agrees that no such representations, including representations as to the ability or willingness of Developer or its affiliates to assist Buyer in renting or selling the Unit, have been made by Developer, or any of its agents, employees or representatives. Buyer further represents and warrants to Developer that Buyer is entering into this Agreement with the full intention of complying with each and every of the obligations hereunder, including without limitation, the obligation to close on the purchase of the Unit. Neither Developer, nor anyone working by, through or under Developer, has made any statement or suggestion that Buyer would not be obligated to fully comply with the terms of this Agreement and to close on the purchase of the Unit. Further, Buyer understands and agrees that neither

Developer, nor any brokerage company, in-house sales person or other persons working by, though or under Developer, is under obligation whatsoever to assist Buyer with any resale of the Unit.

Buyer warrants that Buyer has not relied upon any verbal representations, advertising, portrayals or promises other than as expressly contained in this Agreement.

22. Waiver and Enforcement. No waiver of any right or remedy by Developer hereunder shall be enforceable unless in writing and signed on behalf of Developer. Developer's waiver of any of its rights or remedies will not waive any other of Developer's rights or remedies or prevent Developer from later enforcing all of Developer's rights and remedies under other circumstances.

23. Entire Agreement. This Agreement is the entire contract for sale and purchase of the Unit and once it is executed, it can only be amended by a written instrument signed by the party against whom enforcement is sought. Any current or prior agreements, representations, understandings or oral statements of sales representatives or others, if not expressed in this Agreement are void and have no effect; and Buyer has not relied on them.

24. No Offer. The submission of this Agreement to Buyer shall not be construed as an offer, and Buyer shall not have any rights under this Agreement unless Developer executes a copy of this Agreement and delivers it to Buyer.

25. Miscellaneous.

- i. Severability. In the event any portion of this Agreement is determined to be unenforceable by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect.
- ii. Use of Captions. The captions used in this Agreement are for the purpose of convenience only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof.
- iii. Pronouns and Tense. Whenever a pronoun is used in this Agreement, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
- iv. Multiple Counterparts. This Agreement may be executed in multiple counterparts, the combination of which shall constitute the entire Agreement. Copies, facsimiles, or other duplications of the original signatures of the parties hereto shall constitute effective execution of this Agreement.
- v. No Presumption from Draftmanship. In the event of a dispute involving the interpretation or construction of this Agreement involving Buyer, Developer and/or any other party or parties, it shall be deemed that this Agreement was jointly drafted by all parties to the dispute, and no rule of construction or presumption shall be asserted in favor or to the detriment of either Buyer, Developer, or any other party based upon the identity of the party actually drafting this Agreement.
- vi. Time of Essence. Time is expressly declared to be of the essence with this Agreement.
- vii. Proper Execution. This Agreement shall have no binding force and effect on either party and shall not confer any rights upon either party or impose any obligations upon either party irrespective of any reliance thereon, change of position or partial performance unless and until such time as both parties shall have executed this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates and times following their respective signatures.

(See "Attached Signature Page" of Buyer and Developer, each of which is attached hereto and made a part hereof).

DEVELOPER:

BECS LLC., A Tennessee Limited Liability Company

By: _____
Bruce Van Horn

By: _____
Eddie E. Holbrook, Jr.

Date: _____

BUYER:

Name: _____

Date: _____

Name: _____

Date: _____

FINISH SELECTIONS

Developer and Buyer agree that the Plans for construction of the Unit designated as Unit Number _____ of The Point at Grainger's Landing Villas are modified to the following extent:

Finishes selected by Buyer:

Dated: _____

Buyer's Initials: _____

Developer's Initials: _____