

**PRELIMINARY**  
**PURCHASE AND SALE AGREEMENT**  
**“Cummins Mill Falls Farm”**  
**Jackson County, Tennessee**  
**May 15, 2010**

The undersigned seller (“Seller”) and buyer (“Buyer”) hereby agree as follows:

1. **THE PROPERTY:** Seller agrees to sell and Buyer agrees to purchase the property described as \_\_\_\_\_, **Jackson County, Tennessee**, and more particularly described on the Survey attached hereto as **Exhibit “A”**, (the “Property”) for the price and upon the terms and conditions as set forth below and further in the Terms and Conditions of Auction attached hereto as **Exhibit "B"**.
2. **THE PRICE:** The total purchase price is \$\_\_\_\_\_ (*which includes the Ten Percent (10%) Buyer's Premium*) payable at closing in cash or equivalent good funds acceptable to the Closing Agent.
3. **THE TITLE:** The Seller shall convey the Property by **Warranty Deed**, in the form attached hereto as Exhibit "C", free and clear of all liens and monetary encumbrances, but subject to all easements and prescriptive rights existing at law or of record as of the date of the transfer. An owner’s title insurance policy will be provided by the Seller.
4. **THE SURVEY:** The lots and tracts will be sold from a survey dated April 5, 2010, by Bartlett Surveying, attached hereto as Exhibit “A”.
5. **CLOSING:** This sale and purchase transaction shall be closed by **David W. Ledbetter, Attorney at Law** (“Escrow Agent” / “Closing Agent”) at **24 North Jefferson Avenue, Cookeville, Tennessee 38503; Phone No.: (931) 526-6131, on or before June 14, 2010**, (“Closing Date”), time being of the absolute essence.
6. **DEFAULTS:** Seller shall have the right to damages, including reasonable attorneys’ fees, in the event Buyer neglects or refuses to perform Buyer’s obligations hereunder. Buyer and Seller agree that based upon circumstances now existing, known and unknown, it would be impractical or extremely difficult to establish Seller’s damages by reason of Buyer’s default under this contract. Accordingly, Buyer and Seller agree that in the event of a default by Buyer under this contract, Seller shall receive “liquidated damages” equal to the amount represented by the Earnest Money Deposit (“Deposit”) then held by Escrow Agent identified in Paragraph No. 7 herein. At their option, Seller and Buyer shall have the additional right to receive equitable relief, including, without limitation, the alternative right to enforce specific performance of this Purchase and Sale Agreement (“Agreement”).
7. **EARNEST MONEY:** Buyer has delivered to Seller, Buyer’s Deposit check payable to **David W. Ledbetter, Attorney at Law** (“Escrow Agent”) in the amount of \$\_\_\_\_\_. The Escrow Agent (i) shall apply same to the cash portion of the price if Buyer performs Buyer’s obligations hereunder; or (ii) shall refund same to Buyer if Seller fails or refuses to perform Seller’s

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obligations hereunder; or (iii) shall pay all of the Deposit then held by it over to Seller if Buyer fails or refuses to perform Buyer's obligations hereunder.

8. **PRORATIONS:** Prorations and adjustments shall be made at closing as follows: ad valorem taxes shall be prorated to the date of closing on the basis of the latest available information and assumed by the Buyer. These taxes are subject to readjustment and re-proration when the actual tax bills are received or the actual tax amounts for the year of closing become known.
9. **BROKERAGE:** Each party represents and warrants that no real estate broker or salesman has been involved in this transaction except The National Auction Group, Inc. ("Auction Company") and \_\_\_\_\_ ("Participating Broker"). Insert NONE, if there is no participating broker). Any commission due the Auction Company shall be paid simultaneously with any proceeds paid to the Seller or any other person or entity. The parties agree that all deposits and purchase funds shall be paid to the Escrow Agent for its proper disbursement. If the Buyer defaults in closing this Agreement, the deposit paid by the Buyer shall be paid as follows: 50% to the Seller and 50% to the Auction Company. If Seller seeks and obtains specific performance of any Agreement and/or damages in respect thereof, Auction Company shall be paid the full amount of its commission due in respect thereof.
10. **CLOSING DOCUMENTS:** (a) To perform its closing obligations hereunder, Seller shall execute and deliver, in form for recording, said Warranty Deed and do and perform all other acts and things that are required hereby and do and perform all other acts and things as shall be required by the Closing Agent; (b) To perform its closing obligations hereunder, Buyer shall execute all documents and do and perform all other acts and things that are required hereby and do and perform all other acts and things as shall be required by the Closing Agent as conditions precedent (i) to its making and showing on its closing statement to Buyer and Seller the price, all prorations, etc., as herein provided for and contemplated, and (ii) to its issuing to Seller of its check representing the net proceeds of the sale due to Seller.
11. **CLOSING COSTS SHALL BE PAID AS FOLLOWS:** *Approximate* closing costs are attached hereto as **Exhibit "D"**. **Closing shall take place on or before June 14, 2010, unless otherwise agreed to in writing.**
12. **PROPERTY CONDITION:** The Property is selling subject to any existing rights-of-way, easements, encroachments, zoning regulations, governmental agency regulations, environmental conditions, leases, adverse possession, restrictions, sewer assessments and all other matters of record. This Property is selling in **"AS IS, WHERE IS"** condition, without warranty or representation, either statutory or otherwise express or implied. Prior to closing, some of the lots may require a percolation test to determine whether the ground will perc. Any perc tests will be done at the cost of the Buyer.

RiversEdge, LLC., has a Lease (with Option to Purchase) the property. Before any lots or tracts can be conveyed to the Buyers, all sales must close simultaneously and the monies will be held in escrow pending satisfaction of the conditions of the Lease (With Option to Purchase).

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**As to Tracts 9, 10, 12, 13 and 14 only:** In the event of the sale of any of these tracts, as a condition of the sale, Buyers will be required to permit the owner of the crops currently growing on these tracts to harvest said crops.

13. **NOTICES:** Notices required or permitted hereby shall be in writing, mailed postage prepaid by certified or registered mail, return receipt requested, to the Seller and the Buyer at their respective addresses as set forth below, or to such other address designated by either party by written notice to that effect.
14. **ENTIRE AGREEMENT:** This Agreement represents the entire and final Agreement between the parties, superseding and canceling all prior oral and written communications and agreements between them, their agents and representatives, and this Agreement may not subsequently be changed or amended except in writing signed by the parties.
15. **DISCLAIMER AS TO AUCTION COMPANY:** Buyer shall look only to Seller as to all matters regarding this Agreement and the Property. The Auction Company shall not be responsible or liable in any way (i) if Seller fails or refuses to or cannot close title hereunder or (ii) if the Property is affected in any way, is in need of attention or repairs or is in any other way unsatisfactory to Buyer as Buyer may determine before or after closing.
16. **AUCTION COMPANY NOTICE OF AGENCY RELATIONSHIP:** Buyer acknowledges that the Auction Company is acting as agent for the Seller in this transaction and is to be paid a fee by the Seller pursuant to a separate written agreement between Seller and the Auction Company. The Buyer further acknowledges that the Auction Company is not acting as agent for the Buyer in this transaction. Any third party broker is not a subagent of the Auction Company.
17. **1031 EXCHANGE:** It is understood that Seller or Buyer may wish to make a like kind tax-deferred exchange, therefore; Seller or Buyer shall have the right to assign their rights to an intermediary for the purposes of effecting a like kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (“Section 1031”, “exchange”, or a “tax-free exchange”). Seller and Buyer agree to execute any documents as reasonably necessary to effect such an exchange. The exchanging party will pay any costs associated with said exchange.
18. **ATTACHMENTS HERETO:**

Exhibit A – Survey Map;  
Exhibit B - Terms and Conditions of Auction;  
Exhibit C - Sample Warranty Deed;  
Exhibit D – Estimated Closing Costs;  
Exhibit E – Agency Disclosure as Required by Tennessee Law; and  
Exhibit F - Any Addendum hereto.

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**BUYER REPRESENTS AND WARRANTS THAT BUYER AND BUYER'S EXPERTS HAVE THOROUGHLY AND CAREFULLY INSPECTED THE PROPERTY AND AGREE TO PURCHASE SAME "AS IS, WHERE IS", "WITH ALL FAULTS, IF ANY".**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown below.

**SELLER:**

**RiversEdge, LLC.,  
A Tennessee limited liability company**

**By:** \_\_\_\_\_  
(signature)

**Print Name:** \_\_\_\_\_  
**AS ITS:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

\_\_\_\_\_  
**DATE**

**BUYER:**

**By:** \_\_\_\_\_  
(signature)

**Print Name:** \_\_\_\_\_  
**SS#:** \_\_\_\_\_

\_\_\_\_\_  
**DATE**

**By:** \_\_\_\_\_  
(signature)

**Print Name:** \_\_\_\_\_  
**SS#:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

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"Buyers"		"Sellers"	