

**EIGHTH AMENDMENT TO AGREEMENT OF
SALE AND PURCHASE OF PROPERTY AND DEVELOPMENT AGREEMENT**

THIS EIGHTH AMENDMENT TO AGREEMENT OF SALE AND PURCHASE OF PROPERTY AND DEVELOPMENT AGREEMENT (the "Eighth Amendment"), dated this 7th day of September, 2012, is entered into by and between **Foxland Development Properties, LLC, a Tennessee limited liability company** (hereinafter referred to as the "Seller), and **GOODALL INC. BUILDERS, a Tennessee corporation** (the "Purchaser").

WHEREAS, Seller and Purchaser entered into that Agreement for Sale and Purchase of Property and Development Agreement dated June 2, 2011 (the "Agreement") for the purchase of certain lots by Purchaser to be developed by Seller within Phase 3 Section 1 of Foxland Subdivision in Gallatin, Sumner County, Tennessee as described in said Agreement (hereunder "Lots"); and


WHEREAS, the Seller and Purchaser amended the Agreement to extend the Closing Date to October 31, 2011 by Amendment to Agreement of Sale and Purchase of Property and Development Agreement dated August 31, 2011, amended the Agreement to extend the Closing Date to November 30, 2011 by Second Amendment to Agreement of Sale and Purchase of Property and Development Agreement dated October 31, 2011, amended the Agreement to extend the Closing Date to January 6, 2012 by Third Amendment to Agreement of Sale and Purchase of Property and Development Agreement dated November 29, 2011, and amended the Agreement to extend the Closing Date to March 16, 2012 by Fourth Amendment to Agreement of Sale and Purchase of Property and Development Agreement, and amended the Agreement to extend the Closing Date to April 30, 2012 by Fifth Amendment to Agreement of Sale and Purchase of Property and Development Agreement, amended the Agreement to extend the Closing Date to July 20, 2012 by Sixth Amendment to Agreement of Sale and Purchase of Property and Development Agreement, and amended the Agreement to extend the Closing Date to September 27, 2012 by Seventh Amendment to Agreement of Sale and Purchase of Property and Development Agreement; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to extend the Closing Date in Part A Section 1(g) to not later than October 31, 2012.

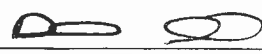
NOW THEREFORE, in consideration of the foregoing premises and TEN DOLLARS (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser agree that the first sentence in Part A Section 1 (g) of the Agreement is hereby deleted and the following is substituted in lieu thereof: **The transfer of the Lots from Seller to Purchaser shall close (the "Closing") no later than fourteen (14) days after Seller has satisfied or caused to be satisfied the conditions to Purchaser's performance as set out in Section 2 of Part A, but in no event later than October 31, 2012, at the office of Purchaser (the date on which the Closing occurs is referred to herein as the "Closing Date").**

THIS EIGHTH AMENDMENT has been executed by the parties effective as of the date written above, and may be executed in one or more counterparts, each of which shall be deemed an original, all of which together constitute the same instrument. The Agreement, except as amended herein, remains unchanged and it is full force and effect.

SELLER:
Foxland Development Properties, LLC
A Tennessee limited liability company

By: 
Is: PRES.

PURCHASER:
Goodall Inc. Builders, a Tennessee
corporation

By: 
Robert H. Goodall Jr., President