

**FIFTH AMENDMENT TO AGREEMENT FOR  
SALE AND PURCHASE OF FOXLAND PHASE 9 LOTS**

THIS FIFTH AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF FOXLAND PHASE 9 LOTS (the "Fifth Amendment"), dated this 6<sup>th</sup> 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 Foxland Phase 9 Lots dated June 2, 2011, amended by Amendment to Agreement for Sale and Purchase of Foxland Phase 9 Lots dated March 29, 2012, by Second Amendment to Agreement for Sale and Purchase of Foxland Phase 9 Lots dated May 29, 2012, by Third Amendment to Agreement for Sale and Purchase of Foxland Phase 9 Lots dated July 19, 2012 and by Fourth Amendment to Agreement for Sale and Purchase of Foxland Phase 9 Lots dated August 30, 2012 (collectively the "Agreement") for the purchase of certain lots in Foxland Phase 9; and

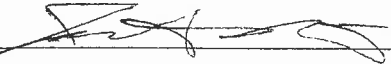
WHEREAS, Seller and Purchaser desire to amend the Agreement to extend the Closing Date of the Fourth Closing from September 6, 2012 to September 18, 2012.

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 hereby agree to amend the Agreement as follows:

That the last sentence in Section 2 (a) of the Agreement is hereby deleted and the following is substituted in lieu thereof: **Thereafter, Buyer will purchase from Seller one (1) additional Lot within one hundred twenty (120) days after the date of the Initial Closing (the "Second Closing"), one (1) additional Lot within two hundred ten days (210) after the date of the Initial Closing (the "Third Closing"), and the last Lot on or before September 18, 2012 (the "Fourth Closing").**

THIS 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:   
Its:           P.L.S.          

**PURCHASER:**  
**Goodall Inc. Builders, a Tennessee**  
**corporation**

By:   
Robert H. Goodall Jr., President