



PURCHASE AND SALES AGREEMENT
RACEDAY CENTER II CONDOMINIUMS

Agreement made this ____ day of _____, 2008, between **RACEDAY CENTER, LLC**, a Tennessee limited liability company organized under the laws of the State of Tennessee, with its principal place of business at 2151 Volunteer Parkway, Bristol, Tennessee, 37620, hereinafter referred to as "SELLER", and _____, LLC, hereinafter referred to as "PURCHASER", whose address is _____.

1. PROPERTY TO BE PURCHASED. In consideration of the covenants and agreements of the respective parties, as set forth below, SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and take from SELLER, the following described real property situate, lying and being in the 4th Civil District in Bristol, Sullivan County, Tennessee, and more particularly described as follows:

BEING all of Unit ____ of RaceDay Center II Condominiums, as shown on the plat of said condominiums of record in Plat Book 52, page 418, in the Register's Office for Sullivan County, at Blountville, Tennessee (the "Building"), together with an undivided percentage interest in the common elements as set forth in the Master Deed Establishing Horizontal Property Regime of RaceDay Center II Condominiums of record in Book 2552-C, page 464, in the Register's Office for Sullivan County, at Blountville, Tennessee, to which reference is here made for a more complete description of said Unit., hereinafter also referred to as "Suite" together with a proportional member interest in RaceDay Center II Owners Association, Inc. (hereinafter collectively referred to as the "Property" or the "Project).

TOGETHER WITH and SUBJECT TO THE Declaration of Private Access, Maintenance and Utility Easements dated January 19, 2006 of record in said Register's Office in Book 2354C, Page 697.

2. PURCHASE PRICE

The Purchase Price for the Property shall be: \$ _____
(*with* _____ *flag buildout*)

The Purchase Price will be paid as follows:

- (A) Initial Reservation deposit previously paid \$ _____
- (B) Earnest Money Deposit (minimum of 5% of Purchase Price) due with the execution of this Purchase and Sales Agreement \$ _____
- (C) Balance due at Closing (Not including closing costs) \$ _____

It is agreed that RACEDAY CENTER, LLC, shall hold the Earnest Money Deposit (including the Initial Reservation Deposit, if any) in an Escrow Deposit Account at **Branch Banking & Trust Co.** The Earnest Money deposit will accrue interest for the account of PURCHASER under the tax identification no. _____ (complete FEIN or social security number in space) at the prevailing market interest rate for savings or money market accounts.

3. INCORPORATION OF CONDOMINIUM DOCUMENTS. The suite involved in this Agreement is a portion of lands, improvements, and property which have been, or will be prior to the time of closing, committed to the condominium form of ownership. The nature of the rights and undertakings of PURCHASER in acquiring and owning such Suite are controlled by and will be subject to a Declaration of Condominium, Articles of Incorporation of the Condominium Association, Bylaws of the Association, Rules and Regulations of the Association, and a projected annual budget for the operation and management of the condominium. PURCHASER acknowledges receipt and approval of the aforementioned documents.

4. RIGHT TO POSSESSION. PURCHASER shall not be entitled to possession, constructive or otherwise, until this transaction shall have closed and title shall have passed to PURCHASER.

5. ASSESSMENTS AGAINST PURCHASER. The Declaration of Condominium and the Bylaws of Association require assessments of owners by the Condominium Association to produce sufficient funds to pay for insurance, maintenance, operations and repairs of the condominium in order to enable it to perform its undertakings. The amount of such assessments, which do not include taxes on the PURCHASER'S Suite, are to be set from time to time, based on an estimate of anticipated costs and expenses, by the Board of Directors of the Condominium Association, of which Association PURCHASER shall be a member. At closing, each PURCHASER shall make an initial working capital contribution to the Condominium Association in an amount equal to twice the regular monthly installment of the Condominium Association's assessment on PURCHASER'S Suite.

6. Property Sold "AS IS." At Closing, the Suite and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear. Upon Closing, the Buyer shall be deemed to have had a full and complete opportunity to inspect the Property. ***The property is being sold to Buyer "AS IS," with no representation, guarantee or warranty.***

7. LIENS AND MORTGAGES. Execution of this Agreement shall not be construed as giving PURCHASER any lien on the Suite. PURCHASER expressly waives and relinquishes any lien or lien rights, legal or equitable that might otherwise accrue to PURCHASER by operation of law. PURCHASER agrees that all terms and provisions of this Agreement shall be subject and subordinate to any building loan or mortgage heretofore or hereafter made and to any advances heretofore or hereafter made to their full extent without the execution of any further legal documents by PURCHASER.

8. DATE OF CLOSING. Closing shall take place and the Seller shall convey the Premises to Buyer in accordance with the terms hereof on or before _____, 2008 (such date for closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

9. PRORATION; INSURANCE; TAXES; ASSESSMENTS. Insurance on the Suite and assessments of the Association shall be adjusted and prorated as of the Adjustment Date. The Association shall carry public liability, fire and extended coverage insurance, which will insure the common area portions of each of the suites. Real estate taxes shall be prorated as of the Closing Date between the SELLER and PURCHASER.

10. TITLE TO PROPERTY. It is understood and agreed that PURCHASER is purchasing the Suite subject to the terms set forth, and that title to the property that PURCHASER will acquire pursuant to this Agreement will be good, marketable, and/or insurable, subject only to the following:

(a) Conditions, restrictions, limitations, and easements of record common to the area in which the property lies.

(b) Taxes, pending municipal liens, and easements existing and to be created for ingress and egress to the property and to the adjacent property for future phases should they be constructed.

(c) Facts that a survey or personal inspection of the property will disclose.

(d) Mortgage, if any, in favor of a mortgage lender in connection with the Suite, as contemplated by this Agreement.

(e) Covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of RACEDAY CENTER II, and Articles of Incorporation and Bylaws of RaceDay Center II Owners' Association, Inc., a Tennessee Non-Profit Corporation, which shall be formed and recorded.

(f) A management agreement regarding the operation and management of this condominium.

11. RECORDATION. This Agreement may not be recorded or assigned without the written consent of SELLER, it being specifically agreed and understood that PURCHASER'S interest in this Agreement and the Suite shall be considered as personal property until PURCHASER shall have closed this transaction and received a deed.

12. COSTS. At the time of closing, PURCHASER shall pay the costs of recording the warranty deed and the costs of any transfer tax. Additionally, at the time of closing, PURCHASER shall pay a sum equivalent to two (2) months' association fee as and for a contribution to the working capital of the Condominium Association as provided in Section Five herein.

13. DEFAULT. If PURCHASER shall fail to do any of the several things required of PURCHASER within the time allowed and shall not correct such default within ten (10)

days from notification by SELLER, this Agreement, at the sole discretion and option of SELLER, may be deemed terminated, PURCHASER'S initial earnest money payment shall be released to and retained by SELLER as liquidated and agreed on damages, and all obligations and duties of the parties shall cease or, alternatively, SELLER may require specific performance of the Agreement by PURCHASER.

It is specifically recognized by PURCHASER that the Suite which PURCHASER is agreeing to purchase is a part of a large and complex development which requires substantial administrative and promotional expense and that sales are and will be, in part, seasonal, and that it will be extremely difficult, if not impossible, to determine actual damages incurred by SELLER by breach of PURCHASER; therefore, the provision with regard to damages is an attempt by the parties to liquidate any damages suffered, rather than provide for a penalty, and such provision shall not be considered as a penalty.

In the event the purchase and sale of the property pursuant to this Agreement is not closed and consummated through default of SELLER, then the Earnest Money Deposit, including any accrued interest, if any, shall be returned to the PURCHASER as the sole and exclusive remedy of PURCHASER for such default of SELLER, whereupon neither of the parties hereto shall thereafter have any further rights, duties, obligations, or liabilities hereunder.

14. NOTICE. When required to be given under this Agreement, notice shall be in writing; when furnished by mail, notice shall be effective and the time period shall commence from the time of deposit in the United States Mail, properly addressed to the proper address as follows:

SELLER:

RACEDAY CENTER, LLC
2151 Volunteer Parkway
Bristol, Tennessee 37620

PURCHASER:

Name: _____
Address: _____
Phone: _____
Fax: _____
Mobile: _____

15. MODIFICATION OR AMENDMENT. This Agreement may be modified or amended only in writing signed by both the PURCHASER and SELLER.

16. GOVERNING LAWS. The laws of the State of Tennessee shall govern the validity of this Purchase Agreement, the construction and enforcement of its terms, the interpretation of the rights and duties of the parties, and all other matters relating to this Purchase Agreement. The state courts located in Sullivan County, Tennessee, shall have sole and exclusive jurisdiction over any disputes and/or litigation that may arise. Both parties to this Agreement waive any right to a trial by jury.

17. MISCELLANEOUS PROVISIONS.

Binding effect. This Purchase Agreement shall bind the parties and their heirs, executors, successors and/or assigns.

Time is of the essence. Time is of the essence as to each provision of this Purchase Agreement.

18. RULES OF CONSTRUCTION. In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter. All references herein to particular articles, sections, subsections or clauses are references to articles, sections, and subsections of this Agreement. The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect. Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto and amendments hereof.

19. AGENCY DISCLOSURE. SELLER HEREBY DISCLOSES THAT SOME OF ITS MEMBERS ARE LICENSED REAL ESTATE AGENTS AND AFFILIATED WITH INTERSTATE REALTY ADVISORS, THE LISTING AGENCY. PURCHASER AND SELLER hereby acknowledge that Interstate Realty Advisors who is the listing agency, represents the SELLER. PURCHASER and SELLER further acknowledge that they have not relied upon representations, covenants, statements, warranties, or advice of any broker, or agent of an broker, related to legal, investment potential, and/or tax consequences of this contract or any other aspect of this contract unless expressly stated herein. SELLER and PURCHASER both acknowledge that if any such matter has been of concern to them, that they have sought and obtained independent professional advice relating thereto.

20. ENTIRE AGREEMENT. This Agreement will supersede any and all understandings and agreements between the parties, and it is mutually understood and agreed that this Agreement represents the entire understanding between the parties, and no prior representations or inducements which are not included and embodied in this Agreement and the condominium documents shall be of any force and effect.

21. ASSIGNMENT. This agreement may not be assigned by PURCHASER to any person without the express written consent of SELLER.

22. LEGAL FEES. In the event legal action is instituted by any party to enforce the terms of this Agreement, the prevailing party in such legal action will be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs, including the costs of appeal as may be determined by the court in which the action is brought.

IN WITNESS WHEREOF, the parties may not be assigned by PURCHASER to any person without the express written consent of SELLER.

SELLER:

PURCHASER:

RACEDAY CENTER, LLC

By: _____

By: _____

Its: _____

Its: _____