Anita Drive

HONEYSUCKLE in the Urban Wilderness

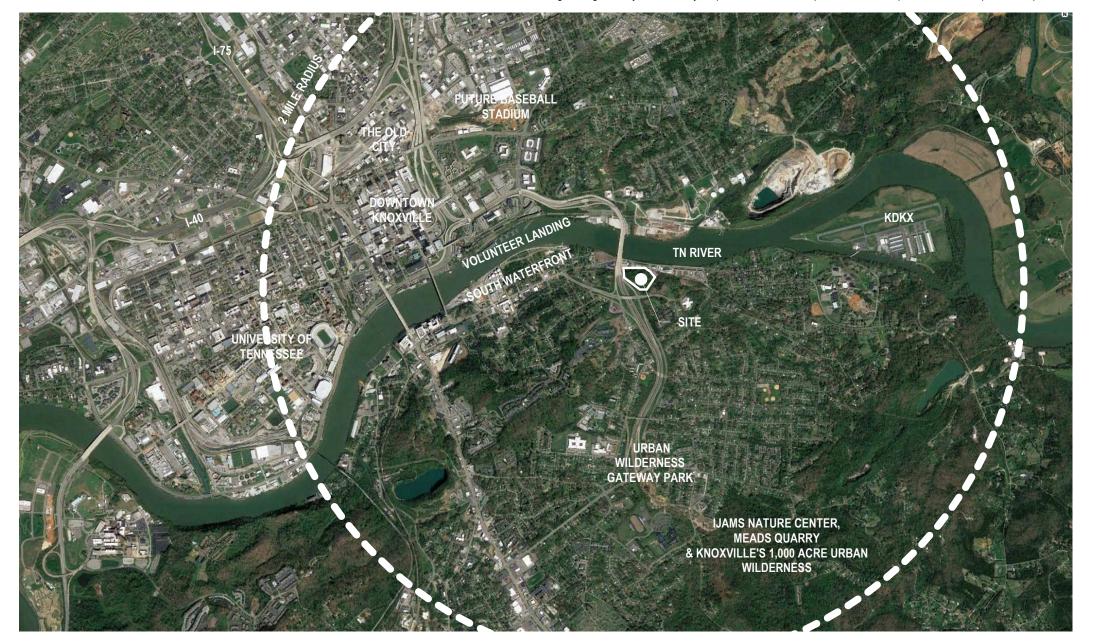
Nestled on top of a wooded hill overlooking the Tennessee River, Honeysuckle will create a uniquely Knoxville living experience. Sit enjoying the wooded views from your large balcony, meet friends at the firepit overlook, walk down to the South Waterfront for dinner, or mosey along the greenways to Ijams Nature Center. Enjoy the local scenery and ride your bike downtown to work, meet friends, take in a baseball game, sit in on a class at the University or hit some of the best bike and hiking trails in the country in the 1,000 acres of Knoxville's Urban Wilderness. Rent a paddleboard or boat at Volunteer Landing and cruise the Tennessee River or take a dip in Mead's Quarry. Maybe even wonder down to the local Downtown Island Home airport and learn to fly a plane for even more adventure.

From Honeysuckle you can do just about anything, and you don't have to be distracted with mowing your lawn.

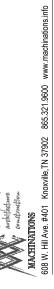
Please review these drawings and the Priority Reservation Agreement then call Jessica Wright @ 865-321-9600 to reserve your new home!

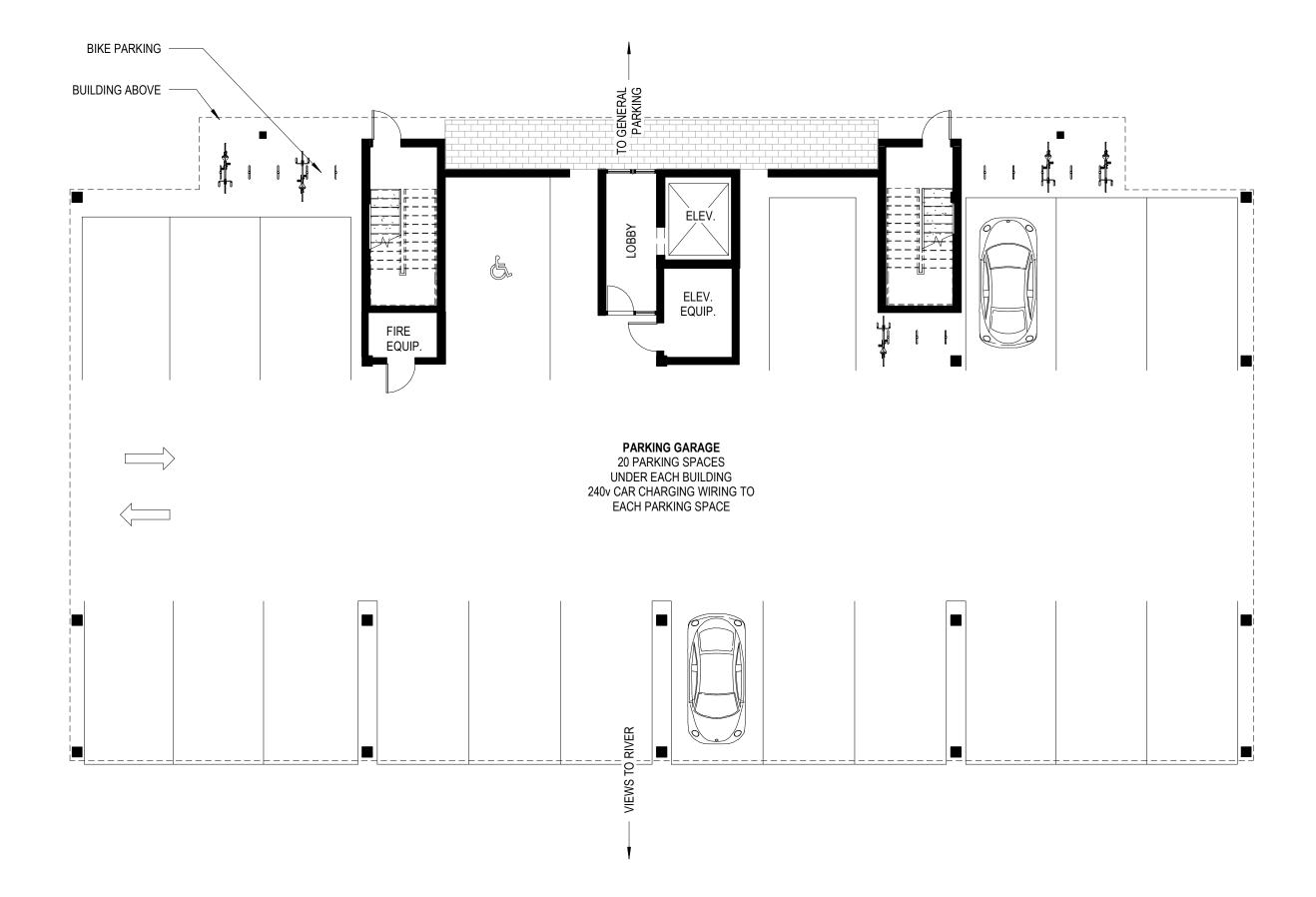


Knoxville's South Waterfront master plan ahs already begun to be successfuly implemented. See knoxvilletn.gov for greenway and blueway maps as well as master plans for future improvement and expansion of parks.

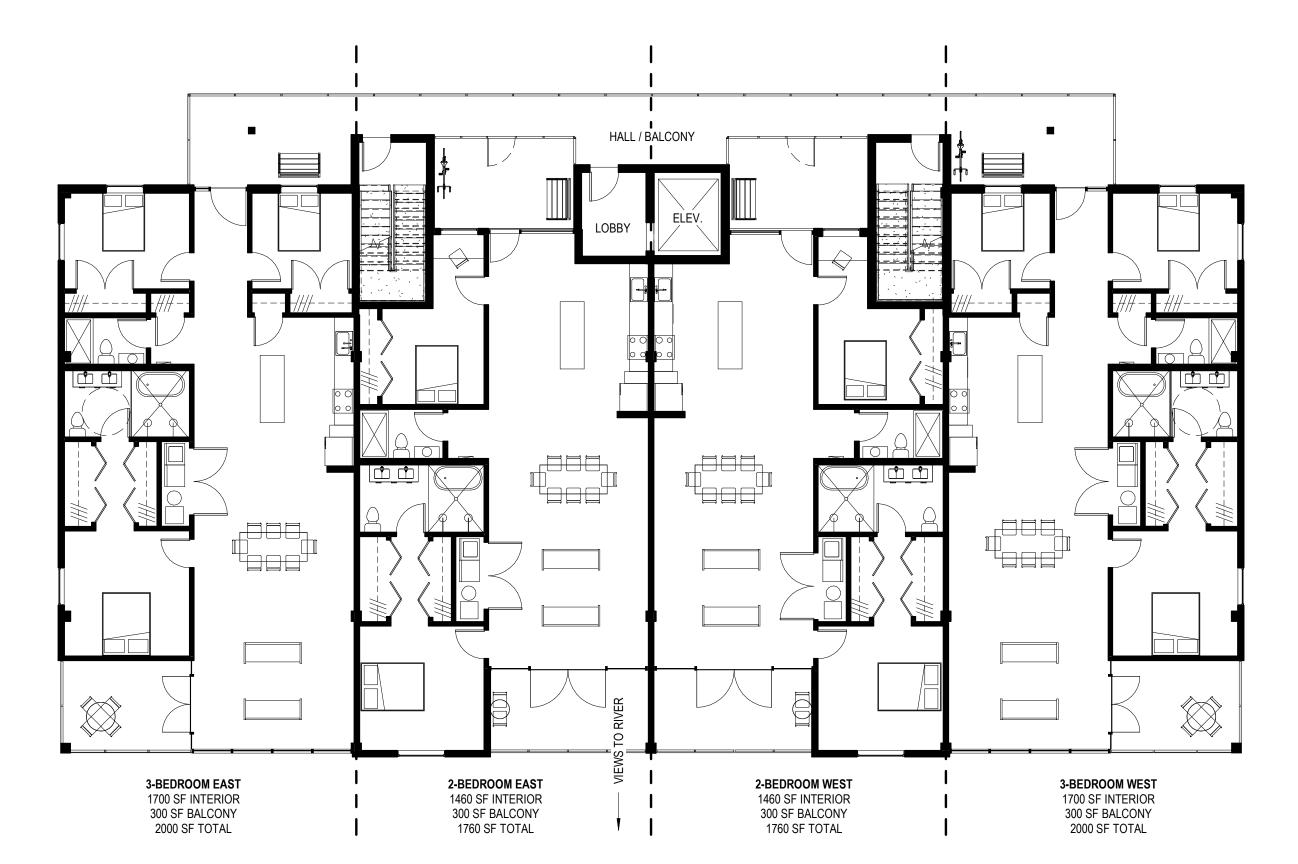












Please circle which unit you are interested in:

	3-BED EAST	2-BED EAST	2-BED WEST	3-BED WEST
LEVEL 6	A604 \$761,000	A603 \$623,500	A602 \$623,500	A601 \$761,000
LEVEL 5	A504 \$735,000	A503 \$602,000	A502 \$602,000	A501 \$735,000
LEVEL 4	A404 \$717,500	A403 \$587,000	A402 \$587,000	A401 \$717,500
LEVEL 3	A304 \$700,000	A303 \$572,750	A302 \$572,750	A301 \$700,000
LEVEL 2	A204 \$682,500	A203 \$558,000	A202 \$558,000	A201 \$682,500

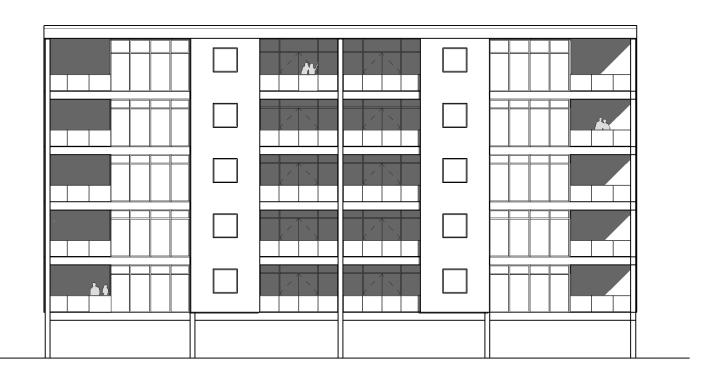
LEVEL 1: GARAGE







1 ELEVATION - FRONT 1" = 20'-0"





2 ELEVATION - RIVER SIDE 1" = 20'-0"



PRIORITY RESERVATION AGREEMENT

THIS PRIORITY RESERVATION AGREEMENT (this "Agreement") is made by and between Honeysuckle Development LLC, (herein referred to as "Seller", and the undersigned person or persons (herein collectively referred to as "Preferred Purchaser") on the date set forth below.

WHEREAS, Seller currently intends to have condominiums constructed known as Honeysuckle, located at 2425 Anita Drive, Knoxville, TN and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein provided, the parties agree as follows:

1. APPLICATION DEPOSIT: PRIORITY SELECTION PERIOD

In consideration of the delivery by Preferred Purchaser to Seller of the sum of Three Thousand Seven Hundred Dollars (\$3,700.00) (herein referred to as the "Reservation Deposit") made payable to the Escrow Agent, as defined below, Seller grants Preferred Purchaser the opportunity, subject to the availability of unsold inventory, to execute Seller's standard form of Sales Agreement (the "Sales Agreement") agreeing to purchase one (1) Unit from the inventory of the Seller, if any, remaining at the time of Preferred Purchaser's selection appointment with Seller during the priority selection period to be hereafter established by Seller (the "Priority Selection Period"). If Preferred Purchaser executes a Sales Agreement for the purchase of a Unit with the Seller during the Priority Selection Period, this Agreement will be deemed accepted and Preferred Purchaser will be entitled to receive such incentives, benefits, and discounts as Seller may elect to offer to those who agree to purchases a Unit in Honeysuckle during the Priority Selection Period. The sole means by which Preferred Purchaser may receive and be entitled to the benefits afforded is to execute a Sales Agreement to purchase a Unit prior to the end of the Priority Selection Period hereafter designated by the Seller.

2. NO ESTABLISHED PRICE OR BENEFITS OR ASSURED UNIT AVAILABILITY

Preferred Purchaser acknowledges and agrees that Seller has not yet established a Purchase Price for the Units or the exact benefits to be afforded and that Seller shall have the right, in Seller's sole and absolute discretion, to establish the Purchase Price for the Units, all charges for options, extras, and Unit premiums, and all discounts, incentives, and premiums to be offered, such amount to be set forth in the Sales Agreement. NO ASSURANCE IS GIVEN AS TO THE PURCHASE PRICE TO BE ESTABLISHED BY SELLER FOR ANY UNIT OR THAT ANY PARTICULAR UNIT, OR ANY UNITS AT ALL, WILL BE AVAILABLE TO PREFERRED PURCHASER DURING THE PRIORITY SELECTION PERIOD, SINCE DEMAND FOR SELLER'S UNITS MAY EXCEED THE THEN-AVAILABLE UNITS BEING OFFERED BY SELLER OR SELLER MAY DECIDE NOT TO UNDERTAKE THE OFFERING OF UNITS DESCRIBED IN THIS AGREEMENT.

3. CONVERSION TO CONTRACT

If Preferred Purchaser and Seller enter into a Sales Agreement prior to the Expiration Date, the Reservation Deposit shall be applied to the amount due as the deposit described in the Sales Agreement and held by the Escrow Agent (or a substitute Escrow Agent described in the Sales Agreement) pursuant to a separate escrow agreement for Sales Agreement deposits.

4. EXPIRATION OR TERMINATION

Either party may elect to terminate this Agreement at any time for any reason by delivering written notice to the other party. If Preferred Purchaser elects not to enter into a Sales Agreement as

herein described prior to the Expiration Date, this Agreement will be automatically deemed terminated. If either party delivers written notice of termination to the other party and Escrow Agent prior to the Expiration Date, the Escrow Agent shall, immediately after receipt of such notice and without qualification, refund the Reservation Deposit (without any interest) to Preferred Purchaser. If Preferred Purchaser delivers a written request to the Escrow Agent for return of the Reservation Deposit, Purchaser shall be automatically deemed to have elected to terminate this Agreement. If Preferred Purchaser allows this Agreement to expire without entering into a Sales Agreement, Seller shall direct the Escrow Agent immediately after the Expiration Date to refund the Reservation Deposit (without any interest) to Preferred Purchaser. Upon a refund of the Reservation Deposit being made, all parties shall be released from all obligations hereunder. IF EITHER PARTY TERMINATES THIS AGREEMENT, OR ALLOWS IT TO EXPIRE WITHOUT ENTERING INTO A SALES AGREEMENT, SELLER SHALL BE RELIEVED OF ANY OBLIGATION TO PREFERRED PURCHASER CONCERNING THE UNITS.

The PRIORITY RESERVATION AGREEMENT EXPIRATION DATE SHALL BE PROVIDED BY SELLER TO PREFERRED PURCHASER IS TO BE DETERMINED. THE SELLER WILL GIVE THE PREFERRED PURCHASER NO LESS THAN 30 DAYS NOTICE OF THE EXPERATION DATE.

5. MISCELLANEOUS

Oral representations and agreements are not binding on Seller or Preferred Purchaser. Preferred Purchaser acknowledges that Preferred Purchaser is not relying on any oral representations or agreements of Seller or any agents of Seller (including any sales representatives). Any notice in connection with this agreement must be in writing, and will be deemed delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or delivered to a nationally recognized overnight courier, postage prepaid, addressed to Seller or Preferred Purchaser as the case may be. This Agreement embodies the entire agreement between the parties and cannot be modified or amended except by the written agreement of the parties. This Agreement may not be assigned by Preferred Purchaser.

6. NO EQUITABLE RIGHTS: NO RECORDING

ACCEPTANCE OF THE RESERVATION DEPOSIT BY SELLER SHALL NOT CREATE IN PREFERRED PURCHASER ANY EQUITABLE RIGHTS IN ANY UNIT. PREFERRED PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM OR NOTICE THEREOF IN THE PUBLIC RECORDS. IF PREFERRED PURCHASER VIOLATES THIS PROVISION, THIS AGREEMENT MAY IMMEDIATELY BE TERMINATED BY SELLER, WHEREUPON SELLER SHALL IMMEDIATELY DIRECT ESCROW AGENT TO REFUND THE RESERVATION DEPOSIT (WITHOUT ANY INTEREST) TO PREFERRED PURCHASER WITHOUT QUALIFICATION, LESS ANY DAMAGES TO SELLER FROM PREFERRED PURCHASER'S VIOLATION OF THIS PARAGRAPH.

7. PREFERRED PURCHASER'S REPRESENTATIONS

PREFERRED PURCHASER REPRESENTS THAT COPY OF THIS AGREEMENT, WITH ALL THE BLANKS COMPLETED, WAS DELIVERED TO PREFERRED PURCHASER BEFORE IT WAS SIGNED, AND PREFERRED PURCHASER HAD READ THIS AGREEMENT IN ITS ENTIRETY. PREFERRED PURCHASER ACKNOWLEDGES THAT THIS IS NOT A CONTRACT TO PURCHASE ANY UNIT, AND AGREES THAT PREFERRED PURCHASER SHALL HAVE NO RIGHT TO PURCHASE ANY UNIT UNLESS AND UNTIL PREFERRED PURCHASER AND SELLER MUTUALLY ENTER INTO A SALES AGREEMENT.

CHECK	CONE:					
	PREFERRED PURCHASER REPRESENTS AND WARRANTS THAT PREFERRED					
	PURCHASER HAS NOT CONSULTED WITH OR BEEN REPRESENTED BY ANY REAL					
	ESTATE AGENT OR BROKER IN					
	PURCHASE OF ANY UNIT EXCE	EPT FOR REPRESENTATI	VES OF REALTY CENTER,			
_	INC. PREFERRED PURCHASER IS REI	PRESENITED RV	(ACENT) OF			
_	PREFERRED PURCHASER IS REPRESENTED BY(AGENT) OF(REAL ESTATE FIRM) AND IS TO BE					
	COMPENSATED BY PREFERRED) 11 12 10 10 22			
8. ESCR	ROW AGENT					
-	The Reservation Deposit shall be mad	e payable to	(the "Escrow Agent") and shall			
	in escrow by Escrow Agent pursuant					
	UNLESS PREFER					
	SALES AGREEMENT BEFORE THE					
	SS (the "Expiration Date") this Agreed effect whatsoever at 5:00 P.M. on the					
	ately refunded to the Preferred Purch					
	t any interest).	aser by Eserow Figeric Wil	nout any quamications (but			
Your PI	RIORITY RESERVATION AGREEM	ENT is Number				
Expirati	ion Date is 120 calendar days after the	e date of the execution of t	this contract.			
"PREFE	ERRED PURCHASERS"					
Sign: _		Sign:				
Print: _		Print:				
Tel:		Tel:				
E-mail:		E-mail:				
Date:		Date:				
"SELLF	ER"					
Sign: _		Date:				
Tel:						
E mail:						