

**FIRST AMENDMENT  
TO  
REAL ESTATE PURCHASE AGREEMENT  
AND ESCROW INSTRUCTIONS**

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Amendment") is made and entered into as of the 10 day of ~~July~~ <sup>August</sup>, 2012 ("Effective Date"), by and between Collin County, Texas, a governmental entity authorized to conduct business in Texas ("Seller") and DWC Commercial Properties, L.C., a Texas limited liability company ("Buyer").

**RECITALS**

WHEREAS, Buyer and Seller have previously entered into that certain Real Estate Purchase Agreement and Escrow Instructions with an Effective Date of March 30, 2012 (the "Agreement"), respecting the purchase and sale of real property located in the City of McKinney, Collin County, Texas; and;

WHEREAS, Buyer and Seller wish to amend the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, the undersigned hereby agree as follows:

**AMENDMENT**

The following change shall be made to the Agreement:

1. Section 5.1 is deleted and replaced with the following:

"Closing Date. The closing of the transaction described in this Agreement (the "Closing") shall take place at the office of the Escrow Agent on December 31, 2012 unless this Agreement is otherwise terminated by Buyer in accordance with the terms of this Agreement."

Any capitalized terms not defined in this Amendment shall have the meanings given to such terms in the Agreement.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

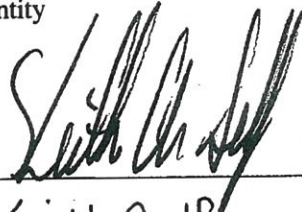
For purposes of execution of this Amendment, email/PDF signatures shall be effective as to enforceability against the signing party upon the mutual execution hereof.


Except as amended herein, all other provisions of the Agreement shall remain in full force and effect. This Amendment contains the entire expression of the understanding between Buyer and Seller as to the subject matter hereof. If there are discrepancies between the Agreement or this Amendment, the terms of this Amendment shall control. There are no prior or contemporaneous agreements, oral or written, that are not entirely superseded hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

**SELLER:**  
**COLLIN COUNTY, TEXAS**  
A governmental entity

**BUYER:**  
**DWC COMMERCIAL PROPERTIES, L.C.,**  
a Texas limited liability company

By:   
Printed Name: Keith Self  
County Judge

By:   
R. Don Woodbury  
Manger/President