

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

THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Second Amendment") is made and entered into as of the 23 day of November, 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 ("Purchase Agreement") and that certain First Amendment to Real Estate Purchase Agreement and Escrow Instructions with an effective date of August 10, 2012 ("First Amendment") (the Purchase Agreement and the First Amendment are collectively referred to herein as 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. The first sentence of Section 3.2.H. shall be deleted and replaced with the following:

"On or before the date of the expiration of the Inspection Period, Buyer may elect in its sole and independent discretion, to extend the Inspection Period and shall be entitled to five (5) thirty (30) day extensions of the Inspection Period ("Extension Period(s)") to be exercised on the following dates, respectively:

September 26, 2012;
October 26, 2012;
November 26, 2012;
December 26, 2012; and
January 25, 2013."

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

"The closing of the transaction described in this Agreement (the "Closing") shall take place at the office of the Escrow Agent on or before thirty (30) days following expiration of the Inspection Period (including any Extension Periods, if applicable) or, at such other place or time as mutually acceptable."

3. The Parties hereto acknowledge and agree that Buyer shall use its commercially reasonable best efforts to complete the following items as set forth:
- a. Submit applications to City of McKinney for zoning, platting and site plan approval November 26, 2012;
 - b. Complete revisions for Planning and Zoning hearing scheduled for January 8, 2013; and
 - c. Request a City Council hearing for February 5, 2013.

In the event the Buyer shall fail to meet any of the above submittal or revision dates, then Seller shall not be obligated to provide any further thirty (30) day extensions as described in paragraph 1, herein.

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

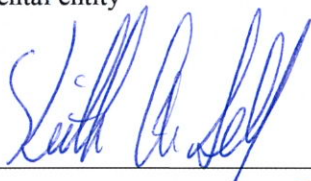
This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For purposes of execution of this Second 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 Second 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 and this Second Amendment, the terms of this Second 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 Second Amendment as of the date first written above.

SELLER:
COLLIN COUNTY, TEXAS
A governmental entity

By: 
Printed Name: Keith Self

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

By: 
R. Don Woodbury
Manger/President