

**SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
CITY OF WESTON AND LAND ADVISORS, LTD.**

STATE OF TEXAS

COUNTY OF COLLIN

THIS SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN CITY OF WESTON AND LAND ADVISORS, LTD. ("Second Amendment") is made by and between the CITY OF WESTON, TEXAS (the "City") and LAND ADVISORS, LTD. ("Developer").

WITNESSETH:

WHEREAS, the City and Developer previously entered into that certain Agreement By and Between City of Weston and Land Advisors, Ltd. (the "Original Agreement"), dated as of the 22nd day of August, 2004, involving approximately 1,289 acres of land owned by Developer within and adjacent to the City that the Developer plans to develop for residential and other associated uses (the "Project") as more particularly shown on the site plan attached to the Original Agreement as Exhibit "A", and made a part thereof and hereof by reference for all purposes; and

WHEREAS, on the 12th of July, 2005 the City and Developer entered into that certain First Amendment to Agreement by and between City of Weston and Land Advisors Ltd. (the "First Amendment"); and with the Original Agreement as amended by the First Amendment being hereinafter referred to as the "Agreement"); and

WHEREAS, the City and Developer again mutually desire to amend certain of the terms and provisions of the Agreement as more particularly set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged to each and paid by the other, the City and Developer mutually agree as follows:

1. Except to the extent otherwise expressly set forth elsewhere herein, all capitalized terms shall have the identical meanings as those set forth in the Agreement.

2. The City and Developer hereby acknowledge and agree that the Developer has, pursuant to the terms and provisions of Section 2 of the Agreement, previously paid to the City the aggregate sum of \$119,460.19 as of the effective date of this Second Amendment (the "Effective Date") attributable to certain City-incurred legal and technical consultant fees (hereinafter collectively referred to as the "City Fees"), including, but not limited to, legal, engineering, permitting and surveying fees which

represents a portion of the City Fees expended by the City as of the Effective Date that are directly associated with the Project

3. Section 2 of the Agreement shall be and is hereby further amended to read in its entirety as follows;

“2. In consideration of the foregoing, the Developer hereby agrees to pay for any and all City /incurred legal and technical consulting fees (the “City Fees”), including, but not limited to, legal, engineering, permitting and surveying fees expended by the City that are directly associated with the Project in an amount not to exceed \$ 175,000.00. In the event such City Fees exceed \$ 175,000.00, the City and Developer may amend this Agreement from time to time to provide for the payment of the additional costs by Developer. Developer hereby agrees to deposit \$10,000.00 with the City for payment of the City Fees outlined in this Section 2 (the “Developer Deposit”). At such time as the balance of the Developer Deposit is less than \$8,000.00, the City shall notify Developer thereof and Developer agrees to advance such additional amounts to the City in order to at all times maintain a minimum balance of the lesser of (a) \$8,000.00 or (b) such lesser amount which, when added to all amounts previously deposited hereunder, equals \$ 175,000.

The Developer and City will agree to amounts and/or percentages of participation on items, fees and expenditures that are indirectly associated with the Project by independent letter agreement or other means mutually acceptable to both parties on case by case basis.

Developer shall have the right to request copies of all invoices paid by the City relating to the Project.”

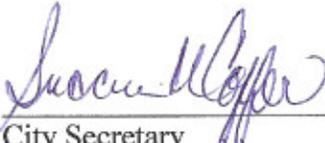
4. All signatories to this Second Amendment represent and warrant to the other signatories hereof but each is duly authorized and empowered to execute this Second Amendment on behalf of the entity that is a party to this Second Amendment.

5. This Second Amendment may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Second Amendment by signing any such counterparts. In addition, each and all the parties hereto agree that facsimile signatures shall be sufficient to validly bind and obligate the parties hereunder.

6. THE AGREEMENT, AS AMENDED HEREBY (EITHER EXPRESSLY OR BY NECESSARY IMPLICATION) CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED in duplicate originals and effective as of the date set forth above.

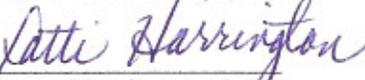
ATTEST:



City Secretary

CITY:

CITY OF WESTON, TEXAS

By: 

Patty Harrington, Mayor

DEVELOPER:

LAND ADVISORS, LTD.
a Texas limited partnership

By: Land Advisors Management, L.L.C.,
a Texas Limited Liability Company,
its General Partner

By: 

Dan Tomlin III, President

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on Aug 23rd, 2005 by Dan Tomlin, III, President of Land Advisors Management, L.L.C., a Texas limited liability company, the General Partner of Land Advisors, Ltd., a Texas Limited Partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed as the act and deed of said limited liability company and limited partnership.



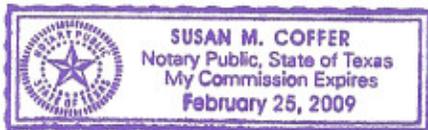
Helga B. Loftin
Notary Public, State of Texas

Printed Name: HELGA B. LOFTIN
Expiration Date: 3-21-2009

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on Sept 29, 2005, 2005, by Patti Harrington, Mayor of the City of Weston, a Texas municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same for the purposes and consideration and in the capacity therein expressed as the act and deed of said corporation.



Susan M Coffey
Notary Public, State of Texas

Printed Name: Susan M Coffey
Expiration Date: 2/25/09