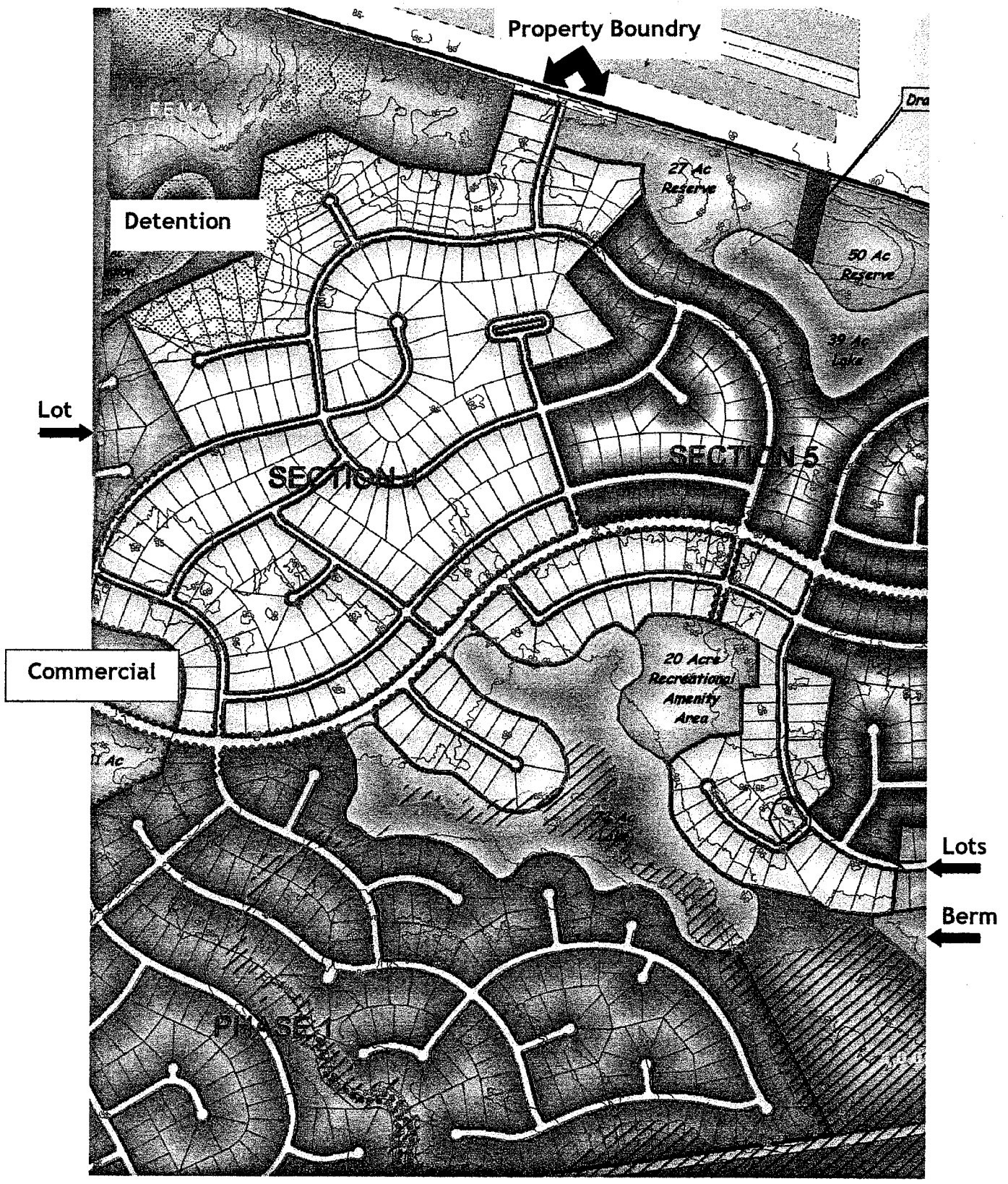


**Pathway Easements BLE Section 4
For Informational Purposes Only**

Date: 4-29-06

Buyer: *[Signature]*

Buyer: _____



BLE SEC 4 Land Plan with Lots Marked

Informational Purposes Only

Date: 4/29/06
 Buyer: *[Signature]*
 Buyer: _____

10. **BROKERS:**

A. Cooperating Broker represents Buyer. Principal Broker represents Seller.

Cooperating Broker/Company Name	License No.	Associate
Address	Phone	Fax
City, State, Zip Code	Email Address	

B. Fees.

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay cooperating Broker the fee specified in the Agreement Between Brokers found below.

(2) At the closing of this sale, Seller will pay: Cooperating Broker (Buyer's Agent) a total cash fee of _____ % of the sales price.

The cash fees will be paid in _____ County, Texas. Seller authorizes escrow agent to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 10 without the written consent of the brokers affected by the amendment.

11. **CLOSING:** The Closing of the sale (the "Closing Date") shall be thirty (30) days from the date of this Agreement. At Closing, Buyer shall deliver to Seller the Contract Sales Price as described above. Seller shall deliver at Closing a General Warranty Deed which is free and clear of liens and encumbrances other than the exceptions contained in the Commitment and any vendor's lien for the unpaid balance of the Contract Sales Price. The Closing Date may be extended in accordance with paragraph 6 above, or by written addendum to this Agreement. A title policy will be issued by the Title Company. If American Title Company is used as the Title Company, the transaction will be processed by Michael P. Fleming, P.C. Attorneys at Law, which will be paid for closing services by American Title Company. This is in addition to any escrow and other fees paid.

12. **POSSESSION:** The possession of the Property will be delivered to the Buyer as of the date of Closing and funding is complete.

13. **SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:** Sales Expenses may include, but shall not be limited to, tax statements, escrow fees, preparation of Deed, preparation of Real Estate Lien Note, preparation of Deed of Trust, Owner's Title Insurance Policy, Mortgagee's Title Insurance Policy, recording of Deed, Recording of Deed of Trust, loan origination fee, appraisal fees, transfer fee to management company per lot, and other expenses stipulated to be paid under other provisions of this Agreement. If Buyer pays cash or uses the financing and Title Company set up by the Seller, Buyer will pay the first Eleven Hundred (\$1100.00) Dollars of the said Closing Costs. Seller will pay Closing costs in excess of the \$1100.00. If Buyer uses financing other than that arranged by Seller, then Buyer will pay all costs in connection with said financing in addition to Closing Costs as set forth above.

14. **TAXES:** Property taxes for the year 2006 will be prorated. Buyer shall be responsible for ad valorem taxes for subsequent years. Annual maintenance fee will be prorated and must be paid at closing.

15. **DEFAULT:** If Buyer fails to obtain loan approval within ten (10) days, Buyer may terminate this Agreement by providing written notice to Seller, no later than the fifteenth (15th) day following the execution of this agreement, and Buyer's Earnest Money will be returned. If Buyer fails to provide documentation of loan approval to Seller, Seller may, up to the time of closing, terminate this Agreement by providing written notice to Buyer and Buyer's Earnest Money will be returned. If Buyer fails to comply herewith, for any reason, Seller may, as its sole remedy, terminate this Agreement and retain the Earnest Money as liquidated damages. If Seller fails to comply for any reason herein, Buyer may, as its sole remedy, terminate this Agreement and receive the Earnest Money, thereby releasing Seller from the Agreement.

16. **ATTORNEY'S FEES:** Any signatory to this Agreement, including the Escrow Agent, who is the prevailing party in any legal proceeding brought under or with relationship to this Agreement or transaction shall be additionally entitled to recover court costs and reasonable fees from the non prevailing party.

17. **ESCROW:** The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not liable for interest or other charge on funds held, and (b) is not liable for any losses of escrow funds caused by the failure of any banking institution in which such funds have been deposited, unless such banking institution is acting as Escrow Agent. At Closing, the Earnest Money shall be applied first to any cash down payment required, then to Buyer's Closing Costs and any excess to be refunded to Buyer. Any refund or payment of the Earnest Money under this Agreement shall be reduced by the amount of any actual expenses incurred on behalf of the party receiving the Earnest Money, and Escrow Agent will pay the same to the creditors entitled thereto.

Initial JF