



Pre-Development Sales Contract Addendum

1. Parties acknowledge that T. Daniel Bius and W. Ben Bius, are licensed to practice real estate brokerage in Texas. Each is related and/or is a principal of Seller. By entering this contract Buyer acknowledges that it has received and understands that B&B Properties and the Bius' represent the Seller and or Developer.

2. Article 6. A.B.C. and D. are amended as follows:

A. This contract and delivery of title is conditioned upon Seller obtaining all approvals from the City of Huntsville, Texas for the platting and development of the Parent Property to be Named: The Woods at Elkins Lake.

Any approval of the plat and subsequent filling will be subject to: Construction of Public Improvements. Seller/Developer has, or will, post, for the completion, performance and maintenance, a bond with the City of Huntsville, to assure that the public improvement will be completed in a timely and workmanlike manner according to the plans and specifications approved by the City of Huntsville. The plans, bonds and permits will be available to Buyer upon the date that Buyer is required to accept the Property Condition.

B. The Escrow Agent and designated Title Company will issue a conditional Title Commitment with the right to amend provided there is any change in the legal description or other title matters that arise subsequent to this agreement. Buyer's right to object to Title Matters shall extend to the date ten (10) days after a final title commitment has been issued by the title insurer.

C. Survey: All Lots in The Woods at Elkins Lake will become platted legal Lots. All Lots shall have iron rods set at the corners with a cap identifying them with the surveyor's name. The platting and setting of the property corners shall satisfy Seller's obligation to furnish a survey.

a. Purchase Prior to Setting of the Corner Rods: In the event that any purchaser enters a contract to purchase prior to setting of the corner rods the closing of such contract shall be conditioned upon the corner rods being set and observed and approved by the Purchaser prior to closing. If the Purchaser is unsatisfied for any reason whatsoever, they shall be refunded their Earnest Money and the transaction shall become void.

b. Protective Covenants/Deed Restrictions: This Earnest Money Contract is made subject to Purchasers receipt of and approval of the Protective Covenants affecting the Lots of The Woods at Elkins Lake within ten (10) days of receipt of the final title commitment. Attached hereto is a pro-forma copy of the covenants. The covenants are a "work in progress" with expected minor modifications and clarifications. Buyer agrees to acknowledge receipt upon approval of the Property Condition.

D. Seller will convey the property by Special Warranty Deed. The cost of the deed, tax certificates and title insurance are at Sellers expense. All other closing costs are at Buyer's expense.

E. Article 7.B.2 is amended to allow for Buyer's final inspection of the suitability of the property in all respects, including but not limited to: a.) final platting, b.) proper bonding for the construction of the public improvements, and c.) setting of the corners by the surveyor, and any other un-curable title objection of Buyer by Seller.

F. Option: To the extent that Seller has granted an "Option to Purchase", the Option Money shall be paid over to Seller upon Buyer's final approval of the Property Condition.

G. Closing of Buyer's Option Shall be on or before thirty (30) days from the date of Buyer's acceptance of the Property Condition. Buyer may extend the closing for one (1) consecutive thirty (30) day period by depositing with Seller an additional amount of Option Money equal to the Primary Option Period. All Option Money shall apply to the Purchase Price if the Option is performed as agreed.

H. Lot Consolidation: Seller will make a best effort to consolidate the property before filing of the final plat.

Buyer: _____

Seller: W. Ben Bius, President Caliber Investment Corp.
General Partner, Prairie Flower, Ltd.