

## FOURTH AMENDMENT TO CONTRACT OF SALE

THIS FOURTH AMENDMENT TO CONTRACT OF SALE ("Amendment") is executed this 15th day of May, 2002, by and between [REDACTED], a Texas corporation, ("Seller") and [REDACTED], a Georgia corporation, ("Purchaser").

### RECITALS

WHEREAS, the Seller and Purchaser entered into that certain Contract of Sale ("Contract") for the purchase of approximately [REDACTED] acres of land located in Travis County, Texas dated effective October 26, 2001;

WHEREAS, the parties executed a First Amendment to Contract of Sale dated as of November 30, 2001 extending the Title Commitment and Survey objection deadline to December 19, 2001;

WHEREAS, the parties executed a Second Amendment to Contract of Sale dated as of March 11, 2002 extending the Closing Date to April 15, 2002 with the deposit of an additional \$50,000 into escrow;

WHEREAS, the parties executed a Third Amendment to Contract of Sale extending the Closing Date to May 15, 2002 and increasing the purchase price to [REDACTED]

WHEREAS, the parties desire to further amend the Contract on the terms and conditions set forth below.

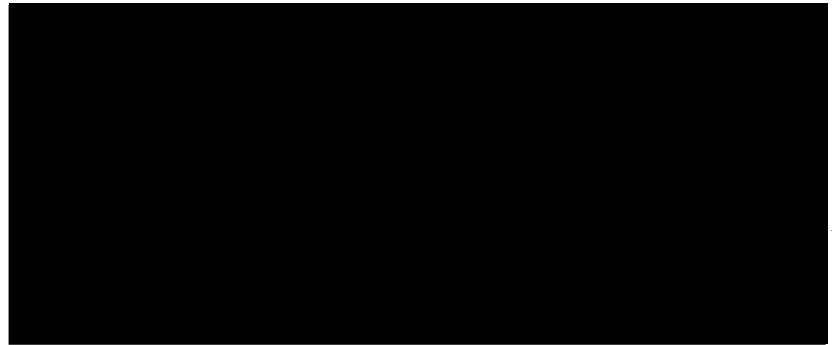
NOW THEREFORE, for and in consideration of the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree as follows:

1. The Closing Date as defined in Section 1.a.11 of the Contract shall be extended to May 24, 2002.
2. The Purchase Price is changed to [REDACTED]
3. All other provisions of the Contract and the said First Amendment, Second Amendment and Third Amendment thereto shall remain in full force and effect.
4. Purchaser acknowledges and agrees that the Earnest Money has by the terms of the Contract become non-refundable, but applicable to the Purchase Price. In the event Purchaser fails to close on or before May 24, 2002, and such failure is not as a result of a default of Seller, then in such event the Purchaser forfeits the Earnest Money and the Title Company shall thereupon release and pay over the Earnest Money to Seller.

5. This instrument may be executed by original or facsimile signatures in multiple counterparts, each of which shall constitute an original and together constitute one and the same instrument

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto in multiple counterparts and by facsimile and is effective as of the date and year first above written.

**SELLER:**



**PURCHASER:**

[REDACTED]

a Georgia corporation

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]