

FIRST AMENDMENT TO COMMERCIAL CONTRACT

THIS FIRST AMENDMENT TO COMMERCIAL CONTRACT (this "Amendment") is entered into as of June __, 2006 and is by and between **KELLER INDEPENDENT SCHOOL DISTRICT**, as Seller, and **RICHARD SIMMONS, TRUSTEE** as Purchaser.

A. Seller and Purchaser entered into that certain Commercial Contract for the sale and purchase of all of the that certain 30 acre parcel of land in the City of Southlake, Tarrant County, Texas, as more particularly described therein. The foregoing Commercial Contract is referred to herein as the "Original Agreement".

B. Seller and Buyer desire to amend the Original Agreement, as is set forth in this Amendment. All defined terms used and not otherwise defined herein shall have the meaning set forth in the Original Agreement.

Now, therefore, for good and valuable consideration, Seller and Buyer do hereby amend and supplement the Original Agreement as follows:

1. The Closing Date is hereby amended to occur on or before the tenth (10th) business day after Purchaser has received written notice that the Texas Education Agency has granted final approval of the transaction contemplated in the Original Agreement.

2. As amended and supplemented hereby, the Original Agreement is ratified and shall remain in full force and effect. The term "Agreement" shall mean the Original Agreement as amended and supplemented by this Amendment. In the event of a conflict between this Amendment and the Original Agreement, this Amendment shall control. Each of the parties hereto agree that a facsimile copy of the signature of the person executing this Amendment on either parties= behalf shall be effective as an original signature and shall cause the facsimile copy of this Amendment to be legally binding and effective as an execution counterpart hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized officers.

SELLER:

KELLER INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

PURCHASER:



RICHARD SIMMONS, TRUSTEE