

**Application to be a Patterson PK Land Partnership preferred Title Co./Title Attorney**

In order to be designated a PPKLP Approved Title Co. /Title Attorney you must:

**1. Title Company:**

Company Id on file with TDI: \_\_\_\_\_  
Principal Work Address: \_\_\_\_\_  
Work Phone Number: \_\_\_\_\_

**Title Attorney:**

Texas Bar Card # - \_\_\_\_\_  
Principal Work Address: \_\_\_\_\_  
Work Phone Number: \_\_\_\_\_  
Primary Title Co worked with: \_\_\_\_\_

2. Proposed fees to be charged seller (PPKLP) (Seller will provide warranty deed and other legal documents required by the Resale Sales Contract). \_\_\_\_\_
3. Provide - via email to Jarod Cox at [jarod@pklandpartnership.com](mailto:jarod@pklandpartnership.com), the contact information to be listed on PPKLP's website. Sample below:

**ABC Title Co./Attorney**

Attn: Bob Jones  
1212 Main St.  
Any Town, TX 76017  
Phone: 1-800-555-555  
Fax: 940.555.555  
[abctitle@title.com](mailto:abctitle@title.com)

Contact Person (printed): \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Signature verifying accuracy of information: \_\_\_\_\_  
Date: \_\_\_\_\_

**PPKLP USE:**

Received on: \_\_\_\_\_  
Signature indicating approval: \_\_\_\_\_  
By: Jarod Cox for PPKLP

For more information please contact:  
**Patterson PK Land Partnership, LTD.**  
Jarod Cox  
2310 West Interstate 20, Suite 100  
Arlington, Texas 76017  
Tel 817.461.5500  
Direct: 817.784.2050  
[jarod@pklandpartnership.com](mailto:jarod@pklandpartnership.com)  
[www.pklandpartnership.com](http://www.pklandpartnership.com)

March 31, 2010

PPKLLP Approved Title Companies,

Please notice the following provisions in each of our resale contracts (emphasis):

**10. CLOSING COSTS AND EXPENSES Seller shall be responsible** for costs related to the release of any **existing liens** placed on the Property by Seller, including prepayment penalties and **recording fees, release of Seller's loan liability** to the extent applicable to the Property, **tax statements or certificates**, preparation of the deed, and **one-half of any escrow fee (said one-half not to exceed \$200.00)**. **Buyer shall be responsible** for any costs associated with a loan or financing for the Property, including, without limitation, loan origination, discount, buy-down, and commitment fees, appraisal fees, loan application fees, credit reports, preparation of loan documents, loan-related inspection fees, and interest on the notes from the date of disbursement to date of first payment; the cost of the survey; **recording fees**; copies of easements and restrictions; mortgagee title policy with endorsements required by lender, if any; one-half of any escrow fee (said one-half not to exceed \$200); any prepaid items, including without limitation, insurance premiums and reserves and taxes; underwriting fee; and any title policy (including endorsements) obtained by Buyer.

**11. PRORATIONS** Property taxes will not be prorated pursuant to Buyer's lease with Brazos River Authority which Lease (to the extent applicable to the Property) will be assigned to Seller by Brazos River Authority at the Original Closing, and Buyer shall be responsible for the payment all 2010 and subsequent years property taxes. Land lease payments shall be prorated.

Consequently, in each PPKLP to resale Buyer transaction PPKLP will provide:

- 1)a Warranty Deed
- 2)a Partial Release of Lien
- 3)a Note and Deed of Trust, if a seller finance transaction

PPKLP will pay for:

- 1)cost of recording the Partial Release of Lien
- 2)actual cost of tax statements
- 3)one-half of the escrow fee (**said one-half not to exceed \$200.00**)
- 4)actual cost of Federal Express next day delivery for partial release of lien payoff to lender
- 5)actual cost of Federal Express next day delivery for Seller proceeds and docs to Seller
- 6)cost of mortgagee title policy if a Seller finance transaction

Buyer will be responsible for paying for all other expenses of closing including the cost to record the Warranty Deed. 2010 property taxes WILL NOT be prorated (because of Buyer/Lessee's responsibility to pay same per terms of their lease). 2010 BRA lease payment WILL be prorated and prorata credit will be given to the Buyer.

Please acknowledge your receipt of the above resale contract limitations by signing and returning a copy of this letter to us (PPKLLP) on or before April 10th to remain a PPKLP Approved Title Company.

Thanks,

Mike

**Mike Patterson**

Patterson PK Land Partnership, LTD

Received:

Title Co/Title Attorney

By: \_\_\_\_\_

Date