

July 21, 2009

Via Email: mike.brown@co.tom-green.tx.us

Judge Mike Brown
124 W. Beauregard
San Angelo, TX 76903-5835 Address to be determined

Re: Acquisition/Sale Wal-Mart #1249 consisting of +/- 85,899 s.f. of building situated on +/- 9.85 acres

Dear Judge Brown:

We are forwarding a summary of the general business terms to Wal-Mart to consider for the acquisition/sale of the above referenced property

Property: 3020 N. Bryant Blvd. #1249 San Angelo, Texas Tom Green County

Seller: Wal-Mart Realty Company

Buyer: Tom Green County (Please provide entity)

Price: The purchase price to be \$1,300,000.00 payable in cash at closing.

Condition of Premises: As Is Where Is

Escrow Deposit: 5% of sales price (\$65,000 cash) to be escrowed immediately upon full execution of a mutually agreeable Sale Agreement.

Due Diligence Period: Buyer will have a 30 day due diligence period commencing upon the date Seller delivers a fully executed Sale Agreement to Buyer.

Closing: On or before 15 days after the expiration of the Buyers due diligence period.

Brokers: Upon a successful transaction close, real estate commission to be paid to United Commercial Realty by Seller under terms of separate agreement.

Closing Costs: To be split between Seller and Buyer.

Title Company: To be selected by Seller.

Documentation: Seller shall provide Buyer with draft Sale Agreement for review.

Contingency of Sale: Buyer acknowledges that Wal-Mart Realty is not the current fee simple estate owner of the entire subject location. It is understood by Buyer that any sale of the subject land and improvements thereon are contingent upon Wal-Mart Realty acquiring fee simple ownership of the entire property before Wal-Mart Realty can convey property to Buyer.

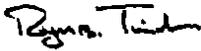
Deliverables: Seller will deliver to Buyer only those items Seller has on hand.

Marketing of Property: Wal-Mart Realty will continue to market the subject location for sale or for lease, up to the date of sale close.

The above terms and conditions merely set forth the basic business points of the proposed transaction and shall not be construed as binding. This proposal is not inclusive of all the issues to be covered by a Sale Agreement. Other pertinent terms and conditions shall be more particularly covered in the Agreement (to be prepared by Seller), which you will have the opportunity to review and consider. There shall be no binding agreement by said parties until Wal-Mart receives a fully executed Sale Agreement from Buyer.

This proposal to purchase the subject premises at the stated conditions herein shall expire on Friday, July 31, 2009 at 12:00 p.m. CST subject to the premises being sold prior to that date.

Respectfully,



Ryan B. Tinch
Vice President
UCR - Dallas

Agreed and Accepted this 28 day of July, 2009.

Buyer: TOM GREEN COUNTY

By: [Signature]
COUNTY JUDGE