AGREEMENT OF SALE
San Angelo, Texas
Store #V1249

This Agreement of Sale (the "Agreement") is dated as of the ___ day of _____, 2009, **WAL-MART REALTY COMPANY**, an Arkansas corporation with an address of 702 SW 8th Street, Bentonville, AR 72716 (the "Seller") and **TOM GREEN COUNTY, TEXAS**, a legal and political subdivision of the state of Texas, with an address of 124 West Beauregard, San Angelo, TX 76903 (the "Purchaser"). The effective date of this Agreement shall be the date of the full execution by Seller (the "Effective Date").

WITNESSETH:

In consideration of the covenants and agreements of the respective parties as hereinafter set forth, Seller shall sell and Purchaser shall purchase a certain tract of land identified as the Property as legally described on Exhibit "A", attached hereto and made a part hereof, located at **3020 N. Bryant Boulevard, San Angelo, Texas,** together with any and all easements and rights appurtenant thereto, and all of Seller's right, title, and interest in any public rights-of-way adjoining the property, and any improvements located thereupon the Property (the "Property"). Notwithstanding the foregoing, Wal-Mart hereby reserves unto itself, and its successors and assigns, all of its present and reversionary rights, titles and interests in and to all of the oil, gas, coal and other minerals in, on and under or that may be produced from the Property ("Wal-Mart's Retained Minerals"). Wal-Mart hereby agrees to waive and does hereby waive any and all rights to go on or about or use the surface of the property for the exploration, production or development of oil, gas, coal or other minerals, and Wal-Mart does hereby agree, in conducting exploration for, and production, processing, transportation, and marketing of oil, gas, coal or other minerals from the Property, not to use or occupy any portion of the surface of any part of the Property or place any fixtures, equipment, buildings or structures thereon, and Grantor agrees that any drilling beneath the Property shall be conducted at a depth of at least 500' beneath the surface of the Property; provided, however, this waiver (i) shall not be construed as waiving, releasing, or relinquishing any of Wal-Mart's right, title or interest in and to the oil, gas, coal and other minerals that may be produced from the Property or the right of Wal-Mart to explore, develop or produce such oil, gas, coal and other minerals by means which do not include the use of the surface of the Property, including, without limitation, directional wells drilled under any part of the Property from a site off the Property or by pooling or unitization of the Property with other lands and (ii) shall not be construed as waiving, releasing, relinquishing any right, title or interest of a third party who obtained surface or subsurface rights prior to the acquisition of the Property by Wal-Mart . The term **"minerals"** as used herein means minerals of every kind and character, including, without limitation, oil, gas, casinghead gas, liquid and gaseous hydrocarbons, sulphur, coal, lignite, quartz, brine, salt, peat, coal seam gas, coal bed methane, metals, ores, uranium, vanadium and other fissionable source materials and spatially associated materials, and geothermal energy (including entrained methane, hydrostatic pressure and thermal energy). In addition, in respect of the Wal-Mart's Retained Minerals all future leases or conveyances of all or any part of the Wal-Mart's Retained Minerals shall be subject to and burdened by the surface waiver provisions set forth in the preceding paragraph of the Deed, as defined below, and automatically shall be construed to contain a contractual waiver by the lessee

or grantee (as applicable) of the right to use any portion of the surface of the Property for the exploration, production or development of oil, gas, coal or other minerals. The foregoing provisions shall be covenants running with the Property binding upon all or any part of Wal-Mart's Retained Minerals and inuring to the benefit of, and enforceable by, Purchaser and any future owners of all or any part of the surface estate of the Property. If any one or more of the foregoing provisions, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other of the foregoing provisions and all other applications of any such provision shall not be affected thereby.

1. PURCHASE PRICE. This Agreement is not contingent upon Purchaser's ability to obtain financing. The purchase price for the Property is ONE MILLION THREE HUNDRED THOUSAND and 00/100 Dollars ($1,300,000.00) (the "Purchase Price"), payable all in cash as follows:

(a) A certified check, cashier's check, or federal wire transfer made payable to Escrow Agent, as identified below, in the amount of $65,000.00 (hereunder the "Escrow Deposit") shall be submitted contemporaneously with this Agreement.

(b) Purchaser shall notify Seller and Title Company at least twenty (20) days before Closing of its intention to use a Lender or Banking Institution ("Lender") in the Closing process. Purchaser shall include in the notice the contact information for such Lender, to include contact name, address and phone number for the Lender.

2. ESCROW AGENT/TITLE COMPANY. Lawyers Title Company at the address set forth in the Notice section below shall serve as Escrow Agent/Title Company for this transaction (the "Escrow Agent" or the "Title Company").

3. NOTICES. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or nationally recognized overnight courier, and shall be considered given upon receipt or rejection of receipt, addressed as follows (other information in italics is for informational purposes only, and shall not be considered for notice purposes):

If to Seller:	If to Purchaser:
WAL-MART REALTY COMPANY	**TOM GREEN COUNTY TEXAS**
Sam M. Walton Development Complex	124 West Beauregard

2001 SE 10th Street
Bentonville, AR 72716-0550

Attn: Teresa Hibbard

Phone: *(479) 204-0414*
Fax: *(479 273-8119)*
E-Mail: *t1hibba@wal-mart.com*

San Angelo, TX 76903

Attn: The Honorable Judge Michael D. Brown
Phone: (325) 653-3318
Fax: (325) 659-3258
E-Mail: *mike.brown@co.tom-green.tx.us*

With Copy to:
WAL-MART REALTY COMPANY

Sam M. Walton Development Complex
2001 SE 10th Street
Bentonville, AR 72716-0550

Attn: Nathan Hamblen

Phone: *(479) 204-0805/(479)277-1348*
Fax: *(479) 273-8119*
E-Mail: *nhamble@wal-mart.com*

With Copy to Attorney:
HAY, WITTENBURG, DAVIS, CALDWELL & BALE, L.L.P.
P.O. Box 271
San Angleo, TX 76902

Attn: Keith Davis and Cynthia Caldwell
Phone: (325) 658-2728
Fax: (325) 655-2278
E-Mail: *lindaw2@hwdcb.com and coc@hwdbc.com*

With Copy to Escrow Agent/Title Company:
LAWYERS TITLE COMPANY
4131 N. Central Expressway
Suite 450
Dallas, TX 75204

Attn: Stephanie Kleam
Phone: *(214) 520-9999*
Fax: *(214) 520-8542*
E-Mail: stephaniekleam@ltic.com

4. BROKERS. Seller and Purchaser represent one to the other that no real estate agent or broker other than UCR Dallas (the "Broker") has negotiated this Agreement and each party agrees to indemnify the Broker and the other party against any claims by any real estate agent or broker that might arise from any brokerage commission agreements entered into by the indemnifying party. Wal-Mart shall pay the Broker pursuant to a separate agreement at Closing.

5. DUE DILIGENCE PERIOD, INSPECTIONS. Purchaser shall have forty-five days to inspect the Property ("Due Diligence Period"). During the Due Diligence Period, Purchaser may elect to terminate this Agreement for any reason, by giving written notice to Seller. If Purchaser elects to terminate this Agreement on or before the expiration of the Due Diligence

Period, then the Escrow Deposit, subject to the adjustments mentioned in Section 10 below, will be refunded to Purchaser and all further rights and obligations of the parties shall cease and terminate without any further liability of either party to the other, except as otherwise provided herein. If however, at the expiration of the Due Diligence Period, Seller has not received written notice of Purchaser's election to terminate this Agreement, then the Escrow Deposit will be non-refundable and Purchaser shall be obligated to close as stated herein. The Escrow Deposit shall be credited against the Purchase Price at Closing or forfeited to Seller upon Default by Purchaser.

6. CLOSING. (a) Subject to the terms, conditions and provisions of this Agreement and payment of the Purchase Price less any deposits paid by Purchaser, and closing (hereinafter the "Closing") will take place **no later than November 23, 2009** (the "Closing Date") under the Closing Date shall have been extended as set forth herein. Seller shall furnish to Purchaser five (5) business days' notice of the date, place and time of the Closing. The Closing shall be at the offices of the Title Company, or such other place as may be agreed upon by Seller and Purchaser.

(b) Seller and Purchaser acknowledge that Seller, as of the date hereof, does not own the Property; rather, Seller is presently contemplating the purchase of the aforementioned Property. This Agreement is expressly contingent upon Seller acquiring fee simple ownership to the Property. If Seller does not obtain fee simple ownership of the Property, for any reason, this Agreement shall terminate with neither party having any further rights or obligations to the other except as provided herein.

(c) Notwithstanding anything contained in this Agreement to the contrary, if Seller does not obtain fee simple ownership of the Property for any reason, Purchaser's sole remedy shall be the refund of the Escrow Deposit. Purchaser acknowledges and agrees that Seller shall not have any obligation to attempt to acquire or acquire the Property, such decision being in the sole discretion of Seller.

7. CLOSING COSTS. Purchaser and Seller shall split evenly all closing costs not specifically set forth herein to be the responsibility of the other. Each shall pay its own attorney's fees.

8. COVENANTS, CONDITIONS, AND RESTRICTIONS. (a) Purchaser covenants that the Property will not be used for or in support of the following: (i) a grocery store or supermarket, as hereinafter defined below, (ii) a wholesale club operation similar to that of a Sam's Club owned and operated by Wal-Mart, (iii) a discount department store or other discount store, as hereinafter defined, (iv) a pharmacy (the "Property Restrictions"), (v) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), pawn shop, bar, night club, gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption; or (vi) any business that cashes checks

or makes short-term or "payday advance" type loans.. Notwithstanding the foregoing restriction against a pharmacy, Purchaser shall be permitted to operate a pharmacy and health clinic for employees of Purchaser and indigent citizens of Tom Green County, Texas. "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than 35,000 square feet of gross leasable area, for the purpose of selling food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments, "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 50,000 square feet of gross leasable area, for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart. Notwithstanding the foregoing, the Property Restrictions shall not apply to Wal-Mart Stores, Inc. or any parent company, affiliate, subsidiary, or related company.

(b) (i) Purchaser shall not be permitted to carve out portions of the property for sale or lease to third parties without the prior written consent of Wal-Mart. Notwithstanding the foregoing, Purchaser shall be permitted to carve out portions of the Property for sale or lease to municipal, state, or federal governmental entities without the prior written consent of Wal-Mart.

(ii) The foregoing restriction in section (b)(i) shall last until the earlier of 1) Wal-Mart selling Lots 4R and 5R of Block 1 of the First Replat of Wal-Mart North Addition and Lot 6, Block 1 of Wal-Mart North Addition; or 2) five (5) years following the Closing.

(c) The Property Restrictions, except as otherwise stated in section (b), shall survive the Closing and remain in effect for a period of twenty-five (25) years. The aforesaid Property Restrictions shall run with and bind the Property and shall inure to the benefit of and be enforceable by Seller, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such aforesaid Property Restrictions or to recover damages for such violations.

9. DEFAULT. (a) If Purchaser fails or refuses to comply fully with the terms of this Agreement for any reason, Seller may, at its option, either (i) rescind this Agreement and retain the Escrow Deposit as liquidated damages, or (ii) pursue any other legal or equitable remedy, including, without limitation, a suit for specific performance.

(b) If Seller fails or refuses to comply fully with the terms of this Agreement for any reason, Purchaser may, at its option, either (i) rescind this Agreement and obtain a refund of the Escrow Deposit, or (ii) pursue any other legal or equitable remedy, including, without limitation, a suit for specific performance.

10. SURVEY AND PHASE I/PCS. (a) Seller shall provide Purchaser a survey of the Property made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" (adopted 1992) prepared by a registered surveyor (the

"Survey"). At Closing or the earlier termination of this Agreement, Purchaser agrees to reimburse Seller for one-half (1/2) of the expense for obtaining the Survey and for one-half (1/2) of any expenses to update or certify the Survey.

(b) Seller shall provide Purchaser a Phase I Environmental Site Assessment of the Property ("Phase I"), a Property Condition Screen ("PCS"), and an Asbestos Screen ("Asbestos Screen"). At Closing or the earlier termination of this Agreement, Purchaser agrees to reimburse Seller for one-half (½) of the expense for obtaining the Phase I, PCS, and Asbestos Screen and for one-half (1/2) of any expenses to update the Phase I, PCS, or Asbestos Screen.

11. TITLE INSURANCE. Purchaser shall receive a standard form ALTA Owner's Title Commitment (the "Commitment") covering the Property and issued by the Title Company, together with copies of all instruments, if any, referred to in the Commitment as exceptions to title. Title Company shall issue a title insurance policy for the Property at closing. The expense of a standard form owner's policy of title insurance shall be split evenly between the Purchaser and Seller. Additional/extended coverage or the deletion of standard exceptions or cancellation fees, if any, shall be the responsibility of the Purchaser. If this Agreement terminates as a result of Purchaser's default or by Purchaser's election as otherwise set forth herein, then Purchaser shall be responsible for any cancellation fees charged by the Title Company or Escrow Agent.

12. OBJECTIONS TO TITLE AND SURVEY. Within **fifteen (15) days** of the receipt of the Commitment and Survey, Purchaser shall furnish Seller a written statement of objections to title or survey matters affecting the Property, it being understood that title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money at the time of Closing shall not be deemed to make the Commitment unacceptable, provided Seller satisfies such liens at Closing if then due. If no written objection is raised by Purchaser within the aforesaid period, then no objection to title or survey matters shall be raised at Closing hereunder, provided always that the state and condition of such title or survey matters has not suffered any materially adverse change between the date of said Commitment and Survey and the date of Closing. If written objection shall be raised by Purchaser within said fifteen (15) days, Seller shall within ten (10) days of receipt of Purchaser's written objection:

(i) notify Purchaser in writing that Seller is unable or unwilling to remove or satisfy the matters raised in Purchaser's written objection, in which case Purchaser shall elect by written notice to Seller within fifteen (15) days thereafter to terminate this Agreement and receive an immediate refund of the Escrow Deposit, or be deemed to have waived such objections; or,

(ii) notify Purchaser of Seller's intent to remove or satisfy the objections within such additional time as may reasonably be required by Seller to effect such removal or satisfaction, in which case Seller shall be entitled to an appropriate extension of the Closing. Within fifteen (15) days of receipt of Seller's election to cure objections, Purchaser shall notify Seller in writing of its election to terminate this Agreement, or otherwise be deemed to have consented to such extension of time to cure in favor of

Seller. All exceptions not objected to or otherwise deemed accepted by Purchaser (the "Permitted Exceptions").

13. CONDITION OF PROPERTY. No representations or warranties of any kind have been made by Seller or anyone on its behalf to the Purchaser as to the condition of the Property described herein or any improvements thereon erected, and it is understood and agreed by the parties that the Property is sold "AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED" at the time of Closing. Before Closing, Seller shall have the right to remove the trash compactor, baler, satellite receiver, burglar alarm monitoring equipment, fire alarm monitoring equipment, energy management system, and marketing signage. For clarification purposes only, the burglar alarm monitoring, fire alarm monitoring and energy management systems referred to above are central monitoring systems which are used exclusively by Seller and removal of such shall not include the general wiring within the walls. Seller agrees to repair any damage resulting from said removal. Seller may, within two (2) business days of Closing, disconnect all utilities servicing the Property or transfer such utilities to the Purchaser. Purchaser has relied and will rely exclusively on its own advisors, agents, consultants, counsel, employees, and/or studies investigation and/or inspections with respect to the Property, its condition, value and potential. Purchaser agrees that, notwithstanding the fact that it has received certain information concerning the Property from the Seller or its agents or consultants, Purchaser has relied solely upon and will continue to rely solely upon its own analysis of the Property.

14. ENVIRONMENTAL MATTERS. Seller makes no warranty or representation regarding the condition of the Property with respect to environmental matters, it being understood that the Purchaser is taking the Property on an "AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED" basis with regard to all environmental matters.

15. RIGHT OF ENTRY. At any time prior to the Closing, and at Purchaser's sole expense, Purchaser or its authorized agents shall have the right to enter upon the Property for any lawful purpose, including, without limitation, making surveys and site analyses, test borings, and engineering studies. Purchaser shall give prior notice to Seller of its intent to enter the Property and such entry shall be at a time and in such a manner as not to interfere with the business operations of Seller or Seller's tenants on the Property. Purchaser agrees to defend, indemnify and hold harmless Seller from any damages or liability to persons or property that might arise therefrom, and Purchaser agrees to repair, or pay to Seller the cost of, any damages caused to the Property by such entry. Purchaser shall not allow any mechanic's lien or other lien, charge or order for the payment of money to be filed against the Property and shall defend, indemnify and save harmless Seller against and from all claims, damages, liabilities, penalties, costs, interest charges and expenses (including reasonable attorney's fees, discovery and investigative costs, and court costs), resulting therefrom. In exercising any rights and privileges herein this Section Purchaser shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Purchaser's employees, and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. Purchaser shall fully cooperate in

all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of Purchaser or any of its employees associated with the early entry upon the Property. Seller may, in its sole discretion, terminate this Agreement immediately if, at any time during this Agreement, (x) that Seller obtains actual knowledge of Purchaser's violation or breach of any provision of this Section or (y) the USCIS determines that Purchaser has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States with regard to Purchaser's early entry upon the property. Purchaser shall require all subcontractors performing any work on the property, prior to closing for Purchaser to comply with the covenants set forth in this Section. The indemnities provided under this Section shall survive the Closing or earlier termination of this Agreement.

16. PURCHASER'S REPORTS. In the event Purchaser fails to close on the Property, then Purchaser hereby agrees to furnish a copy of any survey, soils tests, engineering studies, environmental studies, marketing surveys, when they are obtained, and/or any other non-confidential data that they may obtain during the time frames within this Agreement to Seller to be included in the project file.

17. TAXES, UTILITIES AND ASSESSMENTS. Real property taxes, water rates, and sewer charges and rents for the then current calendar year, if any, shall be prorated and adjusted on the basis of the actual days to each month. Purchaser is responsible for taxes due on and after the date of Closing. If the Closing shall occur before the tax rate is fixed on the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. If real property taxes for the Property are not separately assessed and are a part of Seller's larger tract, the proration of taxes shall be a credit to Seller at Closing. All prorations shall be adjusted between the parties based on actual taxes for the year in which the Closing occurs at the time that such actual taxes are determined. Seller shall pay assessments for improvements, either general or special, which have been assessed and billed prior to the date of Closing. Purchaser shall pay all other assessments. The provisions of this Section shall survive the Closing. Seller is responsible for taxes due prior to the date of Closing and, by proration, for taxes which are due after Closing but relate to periods prior to Closing.

18. TRANSFER, SALES TAXES, AND FEES. The expense and cost of all Federal, state, and local documentary or revenue stamps, transfer, sales and other taxes (except income taxes), if any, relating to the sale of the Property shall be paid be split evenly between Purchaser and Seller on the date of Closing. Both parties agree to execute any tax returns required to be filed in connection with any such taxes. Any impact, user, standby, connection, or other fee related to the Property or its development shall be the responsibility of Purchaser.

19. DEED. Prior to Closing, Seller shall deliver to Escrow Agent a special warranty deed which shall warrant title to the Property, and defend the same against the lawful claims of all persons claiming by, through and under Seller, but none other, subject to Permitted Exceptions and matters of record and reciting and incorporating the Property Restrictions set forth in this Agreement (the "Deed"). Upon receipt of the entire Purchase Price, Escrow Agent shall record the Deed and other recordable documents as may be delivered in connection with the Closing. It is further understood and agreed that the Property Restrictions shall be inserted by

the Purchaser under this Agreement in every deed to be delivered by it conveying lots or plots or other portions of the Property and that such insertions of such Property Restrictions in such deed shall be deemed a part of the consideration of this Agreement. The provisions of this Section shall survive closing.

20. ASSIGNMENT. Purchaser shall not assign this Agreement or any right granted herein without the written consent of Seller, however Purchaser shall be expressly permitted to assign to an entity of which Purchaser holds a majority or controlling interest, and promptly with such assignment shall provide Seller with an exact copy of the document(s) concerning such assignment. No assignment shall relieve or release Purchaser of any obligation under this Agreement. Seller shall have the express right to assign or transfer its interest to a parent company, affiliate, subsidiary, or related company.

21. CONDEMNATION. If, prior to the Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the option of either (i) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (ii) canceling this Agreement, in which event the Escrow Deposit shall be returned to Purchaser and this Agreement shall be terminated with neither party having any rights against the other, and Seller shall be entitled to any and all condemnation proceeds.

22. DAMAGE OR DESTRUCTION. In the event that the retail building or other improvements on the Property should be damaged or destroyed prior to Closing, and the cost of repairing such damage as estimated by an architect or contractor retained pursuant to the mutual agreement of Seller and Purchaser is:

(a) Less than Two Hundred Thousand and No/100 Dollars ($200,000.00), then Seller, at Seller's sole expense, shall either: (i) repair such damage as promptly as is reasonably possible, restoring the damaged property at least to its condition immediately prior to such damage, or (ii) reduce the Purchase Price by the cost of repairing such damage: or if said cost is:

(b) Equal to or greater than Two Hundred Thousand and No/100 Dollars ($200,000.00) then either Seller or Purchaser, at its sole discretion, may elect to terminate this Agreement in which case the Escrow Deposit will be immediately refunded by Escrow Agent to Purchaser. If neither party elects to terminate, then Seller, at Seller's sole option shall either: (i) repair such damage as promptly as is reasonably possible, restoring the damaged property at least to its condition immediately prior to such damage; and, in the event such repairs have not been completed prior to Closing, then the Closing shall nevertheless proceed as scheduled; or (ii) Seller shall have the right to reduce the Purchase Price by the cost of repairing such damage.

23. TIME OF ESSENCE; ACCEPTANCE. Time is expressly declared to be the essence of this Agreement. Nothing contained herein is intended to obligate or bind Wal-Mart until this Agreement has been fully executed by all parties and delivered.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between Purchaser and Seller, and there are no other terms, conditions, promises, undertakings,

statements or representations, express or implied, concerning the sale contemplated by this Agreement.

25. HEADINGS. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

26. MODIFICATIONS. The terms of this Agreement may not be amended, waived, or terminated orally, but only by an instrument in writing signed by both Purchaser and Seller.

27. ATTORNEY'S FEES. Seller and Purchaser agree that if either party brings an action against the other party to enforce the terms hereof or to declare rights hereunder each party shall pay their own attorney's fees and costs incurred therein.

28. SUCCESSORS. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors/heirs and assigns.

29. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the state in which the Property is located.

30. NO PRESUMPTION AGAINST DRAFTER. Both parties have freely negotiated this Agreement. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

31. COUNTERPARTS DEEMED ORIGINAL. This Agreement or any modifications hereof may be executed in one or more counterparts (including by facsimile), all parties need not be signators to the same documents, and all counterpart-signed documents shall be deemed to be an original and one instrument.

32. ACTUAL AUTHORITY. Each party warrants and represents that it has the authority and right to enter into this Agreement, and each person executing this Agreement warrants and represents that he/she is fully authorized to do so.

33. LEGAL COUNSEL. By signing this Agreement, Purchaser and Seller acknowledge they have read this Agreement and understand the terms contained herein or have sought the advice of their respective legal counsel.

34. REPRESENTATION OF CONFIDENTIALITY. [Intentionally Deleted]

35. RADON DISCLOSURE. (IF APPLICABLE) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.

36. COMPLIANCE WITH ANTI-TERRORISM ORDERS. Purchaser and each manager, member, officer, director and shareholder in Purchaser, and all beneficial owners of Purchaser and any such manager, member, officer, director and shareholder (collectively, the "Purchaser"), are in compliance and will remain in compliance with the requirements of Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, U.S. Department of the Treasury (OFAC) and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"). Further, Purchaser is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order, at OFAC's official website, www.treas.gov/offices/enforcement/ofac/ or at any replacement website or other replacement official publication of such list, and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

WITNESS OR ATTEST:

Elizabeth McGill

TOM GREEN COUNTY, TEXAS
(Purchaser)

BY: _____
Michael D. Brown, County Judge,
acting in his official capacity and not
individually

DATE: 9-15-09

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WAL-MART REALTY COMPANY
(Seller)

BY: _____

_____

ITS: _____

DATE: _____

EXHIBIT "A"

(The legal description of the Property
shall be inserted herein upon completion of the Survey and Title.)