

**SCC  
DEVELOPMENT  
COMPANY, LLC**

**TRANSMITTED VIA FEDERAL EXPRESS OVERNIGHT**

Monday, June 21, 2004

Mr. Frank Salvato  
City Manager  
City of Taylor  
400 Porter Street  
Taylor, TX 76574

**RE: *Real Estate Contract between City of Taylor ("Seller") and SCC Texas Group, Inc. ("Buyer") for approximately 2.003 acres, Taylor, Texas***

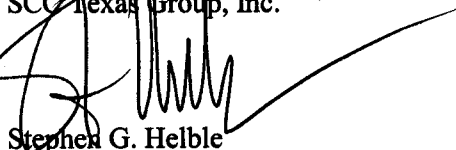
Dear Frank:

As we recently discussed, the Feasibility Period in connection with the above-referenced Contract is set to expire on July 10, 2004. As you are aware, SCC has been in talks with potential users for the tract of land owned by the City of Taylor. Due to the still pending sale of Eckerd by JC Penney to CVS, we do not have the commitment we need.

SCC strongly feels that we will receive the needed commitment from a pharmacy in the very near future. We are requesting, per the attached Amendment, an additional ninety (90) days, which will allow us the time to obtain final corporate approvals and to negotiate legal documents with the pharmacy. Further, as consideration for this time, we will deposit an additional \$5,000 of non-refundable earnest money. Upon expiration of the feasibility period on July 10, the City will have a total of \$10,000 in earnest money that is non-refundable.

If the attached First Amendment is acceptable, please have it signed where indicated. We appreciate your consideration in this matter and look forward to securing a pharmacy user for your tract soon. Should have any questions or comments, please do not hesitate to contact me.

Very Truly Yours,  
SCC Texas Group, Inc.



Stephen G. Helble  
Vice President

Attachment

cc: Mr. Ken Mills (*via facsimile*)  
Mr. Scott A. Deskins  
SGH/le

4407 Bee Caves Road, Suite 112  
Austin, Texas 78746

Tel (512) 329-9947  
Fax (512) 329-9948

## **FIRST AMENDMENT TO REAL ESTATE CONTRACT**

This First Amendment to Real Estate Contract (this "First Amendment"), made as of the 1<sup>st</sup> day of July, 2004, is an amendment to that certain Real Estate Contract dated effective January 12, 2004 (the "Contract"), by and between the City of Taylor, Texas, a Texas municipal corporation ("Seller") and SCC Texas Group, Inc., a Texas corporation ("Purchaser") for the purchase and sale of real property consisting of approximately 2.003 acres and all improvements thereon in the City of Taylor, Williamson County, Texas, and is as follows:

1. The length of the Feasibility Period as set out in Paragraph 5.a is hereby extended by ninety (90) days such that the period shall be a total of two hundred seventy (270) days following the Effective Date.

2. Within five (5) days of the execution of this Amendment, Purchaser shall deposit the additional amount of Five Thousand Dollars (\$5,000.00), for a total of \$10,000.00, to be held in escrow as part of the Escrow Deposit, and to be treated as part of the Escrow Deposit for all purposes under the Contract; provided, however, that notwithstanding the language of Paragraph 5.c to the contrary, if Purchaser terminates the Contract prior to the end of the extended Feasibility Period pursuant to such Paragraph 5.c, none of the Escrow Deposit shall be returned to Purchaser, although all of the Escrow Deposit shall be applicable to the Purchase Price in the event of Closing.

3. If any deadline or the end of a period established in the Contract falls on a Saturday, Sunday or national holiday, such deadline or period shall be extended to the next succeeding day that is not a Saturday, Sunday or national holiday.

4. Capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Contract.

5. Except as amended hereby, the Contract as originally written remains in full force and effect.

6. This First Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this First Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this First Amendment.

7. This First Amendment, together with the Contract, embodies the entire agreement of the parties hereto, and incorporates all previous correspondence or communication, whether written or oral. The Contract, as amended hereby, can only be further modified or varied by written instrument subscribed to by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the date first above written.

**SELLER:**

THE CITY OF TAYLOR, a Texas municipal corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

SCC TEXAS GROUP, INC., a Texas corporation

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

Name: STEVE HELBLE

Title: VICE PRESIDENT