

Occidental Tower  
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(972) 490-7739 Facsimile

September 12, 2011

VIA EMAIL: bripps@vvit.us

Mr. Brad Ripps  
Vista International Technologies, Inc.  
88 Inverness Circle East, Suite N-103  
Englewood, Colorado 80112

VIA EMAIL: maso1n@sbcglobal.net

Mr. Mason Brown  
Brown-Lewisville Railroad Family First, LP  
5610 Harbor Town Drive  
Dallas, Texas 75287

Re: Real Estate Sales Contract (the "Contract") by and between Vista International Technologies, Inc. ("Seller") and Brown-Lewisville Railroad Family First Limited Partnership ("Buyer") having an Effective Date of February 17, 2011 including all amendments, with respect to the real property consisting of approximately 26.9 acres, located in Dallas County ("Property")

Dear Gentlemen:

The parties acknowledge that the Feasibility Period expires on September 13, 2011. This letter agreement will confirm in writing recent discussions between Buyer and Seller regarding extending the Feasibility Period. As such, this letter agreement will serve as Amendment No. 2 to the Contract.

All terms and conditions used herein will have the meanings ascribed to them in the Contract. The Contract is amended as follows:

- The definition of "End of Feasibility Period" on page 3 of the Contract shall be amended by deleting "sixty days (60) days after the Effective Date" and substituting the following:

"November 14, 2011."

- Paragraph 3 on page 5 of the Contract shall be amended by deleting the first sentence and substituting the following sentence:

*"Feasibility Period.* During the period commencing on the Effective Date and expiring 5:00 pm Central Standard Time on November 14, 2011 (the "Feasibility Period"), Buyer shall have the right to investigate and inspect

Messrs. Ripps and Brown

September 12, 2011

Page 2 of 3

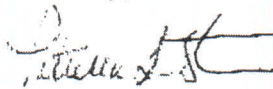
the Property to determine whether or not the Property is suitable for Buyer's intended use."

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

Notwithstanding anything contained herein to the contrary, in the event this letter agreement to extend the feasibility period is not executed by all parties on or before 5:00 pm Central Standard Time on September 13, 2011, this letter agreement shall serve as written notice from Buyer to Seller that Buyer hereby terminates the Contract; and in accordance with the Contract, the Title Company shall deliver the earnest money to Buyer, and both parties shall be released from all further obligations under this Contract, except those that specifically survive termination.

Please confirm your agreement to the above amendments to the Contract by executing this letter agreement where indicated below, which may be executed in counterparts.

Sincerely,




Patricia L. Stein

ACCEPTED AND AGREED TO BY:

SELLER:

VISTA INTERNATIONAL TECHNOLOGIES, INC.

By:   
Brad A. Ripps, Chief Executive Officer

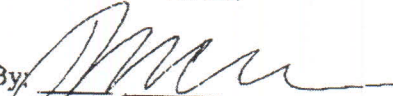
Date: 9/12/11

ACCEPTED AND AGREED TO BY:

BUYER:

BROWN LEWISVILLE RAILROAD  
FAMILY FIRST, LP

By: BLRR Management, LLC  
Its: General Partner

By:   
Mason C. Brown, President

Date: 9-12-11

Messrs. Ripps and Brown

September 12, 2011

Page 3 of 3

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cc: VIA EMAIL: Phil.Rosenfeld@colliers.com

Mr. Phil Rosenfeld

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