



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into on the Effective Date between CARNEGIE CENTRE, LLC, an Oklahoma limited liability company, and the Buyer to provide for the purchase by the Buyer of a Unit in the Project. This Agreement consists of four parts: (i) the Business Terms, (ii) the General Terms, (iii) the Definition of Terms and (iv) the Execution. Words bearing initial capital letters, unless capitalized for grammatical reasons, are intended to have the meanings ascribed to them in the Definition of Terms.

THE BUSINESS TERMS

1. The Buyer's name is: [__.]
2. The Buyer's contact information is: [__.]
3. The Unit is: [__.]
4. The Purchase Price of the Unit is: [__.]
5. The Down Payment is: [__.]
6. The Closing Date is a date to be specified by the Seller by written notice to the Buyer which is not more than thirty (30) days after the date of Substantial Completion of construction of the shell of the Unit. The Closing Date is currently estimated to be not later than: [__.]
- [7. The Buyer's Realtor or broker is: [__.]]

THE GENERAL TERMS

8. Sale Agreement. In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Seller agrees to sell and the Buyer agrees to purchase the Unit on the terms and conditions set forth in this Agreement.

9. Purchase Price. Subject to the adjustments set forth in this Agreement, the Purchase Price will be paid as follows:

9.1 Down Payment. Simultaneously with the execution of this Agreement, the Buyer agrees to deposit the Down Payment with the Title Company. The Down Payment will be

invested at interest, held by the Title Company and applied in partial payment of the Purchase Price on the Closing Date.

9.2 Balance. On the Closing Date, the Seller will pay the balance of the Purchase Price after application of the Down Payment and all interest earned thereon to the Seller in immediately available funds.

10. Building Renovation. The Buyer acknowledges that the Unit is located in a Building being substantially renovated to provide mixed use occupancy by residential, office, retail and parking space owners. The Seller will complete renovation of the Common Elements, but each of the purchasers of Units will be responsible for the completion of all Interior Work in their respective Units. Accordingly, the Buyer acknowledges that the Unit will be delivered by the Seller in Loft Condition. The Buyer further acknowledges that the Seller's estimate of the date on which Substantial Completion will occur is only a good faith approximation and is not a guarantee that Substantial Completion will actually occur by such date. The Buyer acknowledges that labor or material shortages, adverse weather, governmental requirements and other circumstances beyond the Seller's control might delay Substantial Completion. For the foregoing reasons, the Buyer agrees that the Seller will have no liability for any loss, cost, expense or damages incurred by the Buyer as a result of any delay in achieving Substantial Completion by any estimated date. If the Seller fails to achieve Substantial Completion by the date which is six (6) months after the date estimated by the Seller at Section 6 of this Agreement, at any time thereafter the Seller or the Buyer will have the right at any time thereafter to terminate the Seller's obligation to sell the Unit and the Buyer's obligation to purchase the Unit by serving written notice of such termination, in which event the Down Payment and all interest earned thereon will be refunded to the Buyer and, after such refund, neither party will have any further obligation or liability under this Agreement.

11. Interior Work. The Buyer will perform all of the Interior Work at the Buyer's sole expense and the Seller will not be obligated to pay any cost associated with the Interior Work under any circumstance whatsoever. The Buyer acknowledges that the Seller has a significant and proper interest in the Buyer's performance of the Interior Work to determine that the connection of the Unit's heating, cooling, plumbing, electrical, telephone, television, gas, water, waste water and other systems to the Building systems do not impair the Building systems, does not impair the structural integrity or operation of the Building and will permit the Building to be operated on a basis which provides appropriate operating results to all of the occupants of the Building. Accordingly, in the performance of all the Interior Work, the Buyer agrees to satisfy all of the following Interior Work Requirements to the reasonable satisfaction of the Seller:

11.1 Drawings and Specifications. Not more than thirty (30) days after the Closing Date, or such later date as the Seller might approve, the Buyer agrees to provide three (3) copies of the drawings and specifications for the Interior Work prepared by design professionals approved by the Seller. Within thirty (30) days after receipt of such drawings and specifications, the Seller will approve, disapprove or request modifications thereto. If the Seller disapproves or requests modifications to such drawings and specifications, the Buyer will resubmit revised drawings and specifications to the Seller for approval. In no event will the Buyer commence the Interior Work until the Seller has provided written approval of the drawings and specifications to the Buyer.

11.2 Legal Requirements. Prior to the commencement of the Interior Work, the Buyer will provide satisfactory evidence to the Seller that all building permits, licenses and other approvals required by the City of Oklahoma City, any other governmental authority and the Property Owners' Association have been obtained by the Buyer. During the course of performing the Interior Work, the Buyer will continually maintain all such permits, licenses and approvals and otherwise comply with all legal requirements applicable to the Interior Work

11.3 Insurance. Prior to the commencement of the Interior Work, the Buyer will provide satisfactory evidence to the Seller that the Buyer has obtained builders risk insurance, general liability insurance, workers' compensation insurance and such other insurance coverage in such amounts, with such coverage and issued by insurance companies as are reasonably acceptable to the Seller and the Property Owners' Association. Such approved insurance will be maintained by the Buyer until the Interior Work has been completed.

11.4 Completion. After commencement, the Interior Work will be prosecuted to completion by the Buyer in a good and workmanlike manner in accordance with the drawings and specifications approved by the Seller. The Buyer agrees that the Interior Work will be performed in a manner to minimize the inconvenience to the Seller and all other occupants of the Building.

11.5 Payment. The Buyer agrees to promptly pay all contractors, subcontractors, laborers and materialmen engaged in performing the Interior Work. The Buyer agrees to indemnify and hold the Seller and the Property Owners' Association harmless from all mechanics', materialmen's and laborers' liens and other claims which are asserted by any person based on performance of the Interior Work. If any person files such a lien, the Buyer agrees to take such actions as are required to discharge such lien within ten (10) days after receipt of a written request to do so from the Seller or the Property Owners' Association.

12. "As-Is" Purchase. The Buyer acknowledges that, except for the special warranties of title contained in the conveyances of the Unit delivered to the Buyer at Closing, the Buyer is purchasing the Unit "AS IS," "WITH ALL FAULTS" and "WITHOUT WARRANTY" with all latent defects and without warranties, representations or guarantees, either express or implied, of any nature whatsoever by the Seller. The Seller disclaims any warranty or representation as to fitness of the Unit for any particular purpose, merchantability, quality, condition, operation or income, absence of defects, absence of hazardous or toxic substances, absence of faults, flooding, or compliance with laws and regulations including, without implied limitation, those relating to health, safety, use and the environment. The Buyer acknowledges that the Buyer has not relied on and is not relying on any information, documents, statements, representations or warranties that might have been made by or on behalf of the Seller or anyone acting or claiming to act on the Seller's behalf. If the Buyer discovers prior to Closing that any representation or warranty of Seller stated in this Agreement is incorrect or inaccurate in any respect, the Buyer agrees to immediately advise the Seller of any such error or inaccuracy in writing. If the Buyer elects to close the purchase of the Unit notwithstanding such error or inaccuracy, each such representation and warranty will be deemed to have been amended to reflect the actual state of facts discovered by the Buyer and the Buyer will have no right to assert any claim against the Seller after Closing

with respect thereto. The Buyer acknowledges that the Buyer has been afforded an adequate opportunity to make such legal, factual, economic, use, physical, environmental and other investigations as the Buyer has deemed necessary or appropriate with respect to the Unit. The provisions of this Section will not impair any warranty provided by the Seller to the Property Owners' Association with respect to the Common Elements and such provisions will survive Closing or the termination of this Agreement.

13. Title Information. No later than thirty (30) days prior to the Closing Date, the Seller agrees to furnish to the Buyer title evidence covering the Unit which shows marketable fee simple title to be vested in the Seller according to the title standards adopted by the Oklahoma Bar Association. Such title evidence will consist of: (a) the Title Commitment; (b) the Title Documents; (c) the Survey; and (d) the Certificates.

13.1 Condominium Regime. The Buyer acknowledges that the Unit will be subjected to the Declaration by the Seller prior to Closing and that the Seller will form the Property Owners' Association as required by the Unit Ownership Act. The Buyer further acknowledges that the Declaration and the organizational documents of the Property Owners' Association will provide for the governance of the Unit and the Building by providing for the enforcement of the Declaration, the maintenance and replacement of the Common Elements, the imposition of assessments against the Buyer to pay the costs of the Property Owners' Association, the creation of a lien covering the Unit to secure payment of such assessments and Rules and Regulations limiting the permitted use of the Unit and the Common Elements. The Seller agrees to deliver copies of the Declaration, the organizational documents of the Property Owners' Association and the Rules and Regulations to the Buyer no later than thirty (30) days prior to the Closing Date.

13.2 Title Objections. Within ten (10) business days after receipt by the Buyer of all the Property Information, the Buyer will provide the Buyer's Title Objections, if any, to the Seller and the Seller will have until the Closing Date to satisfy the Title Objections provided that nothing related to the Approved Title Exceptions may be raised as a Title Objection by the Buyer. The Seller agrees to satisfy each Title Objection that requires the release of a voluntary encumbrance, but the Seller will not be obligated to satisfy any other Title Objection. If the Seller is unwilling or unable to satisfy any Title Objection by the Closing Date and the Buyer is unwilling to waive satisfaction of such Title Objection, as the Buyer's sole remedy, the Buyer will have the option to terminate this Agreement by written notice to the Seller and the Title Company, in which event the Down Payment will be returned to the Buyer.

14. Closing. The Closing will occur at the office of the Title Company on a date and at a time specified by the Seller and approved by the Buyer. Possession of the Unit will be given to Buyer at Closing free and clear of all persons claiming a right to possession of the Unit except persons holding claims under the Approved Title Exceptions.

15. Seller's Closing Documents. At Closing, the Seller will deliver or cause to be delivered to the Buyer the following items (all documents will be in form reasonably acceptable to the Buyer and the Title Company, duly executed and acknowledged where required):

15.1 Deed. A special warranty deed conveying the Unit to the Buyer;

15.2 Evidence of Authority. Such evidence as is reasonably requested by the Title Company to authorize the sale of the Unit and the execution and delivery of the closing documents on behalf of the Seller;

15.3 Affidavits. Such affidavits of non-foreign status, possession, ownership and other title matters as might be reasonably requested by the Buyer or the Title Company;

15.4 Settlement Statement. A document prepared by the Title Company setting forth the items delivered and amounts paid at Closing; and

15.5 Other Documents. Such additional documents as the Buyer or the Title Company might reasonably request to consummate the sale of the Unit.

16. Buyer's Closing Documents. At Closing, the Buyer will deliver or cause to be delivered to the Seller the following items (all documents will be in form reasonably acceptable to Seller and the Title Company, duly executed and acknowledged where required):

16.1 Payment. Payment to Seller of the Down Payment by the Title Company and the balance of the Purchase Price by the Buyer;

16.2 Evidence of Authority. Such evidence as is reasonably requested by the Title Company to authorize the purchase of the Unit and the execution and delivery of the closing documents on behalf of the Buyer;

16.3 Settlement Statement. The document prepared by the Title Company setting forth the items delivered and amounts paid at Closing; and

16.4 Other Documents. Such additional documents as the Seller or the Title Company might reasonably request to consummate the purchase of the Unit.

17. Closing Costs. At or prior to Closing, the Buyer will pay all of Buyer's attorney's fees and Oklahoma sales tax, if any. At or prior to Closing, Seller will pay all of Seller's attorney's fees and all expenses for issuing the Property Information. At or prior to Closing, the Seller and the Buyer will each pay one-half (1/2) of the cost of documentary stamps, the basic Title Policy premium (with the Buyer paying the cost of all endorsements and the cost of any title insurance policy provided to the Buyer's lenders), recording costs, the closing fee charged by the Title Company and any other closing costs.

18. Prorations. The Seller will pay all expenses related to the ownership of the Unit to the Closing Date, including, without implied limitation, ad valorem taxes, matured special assessments, insurance premiums, utility bills, Property Owners' Association assessments and all other expenses. If the amount of ad valorem taxes for the current year cannot be ascertained, proration will be on the basis of the ad valorem taxes paid for the preceding year. All income and expenses will be prorated on the basis of thirty (30) days to the month. The Buyer will pay all expenses related to the ownership of the Unit accrued on and after the Closing Date.

19. Risk of Loss. Until Closing is complete, the risk of loss of the Unit will be borne by the Seller. After Closing is complete, such risk will be borne by the Buyer.

20. Default. If the Seller defaults in performance of any of the Seller's obligations under this Agreement, the Buyer will provide written notice of the default to the Seller. If the Seller fails to cure the default to the satisfaction of the Buyer within twenty (20) days after the Seller receives such notice, the Buyer will have the right to terminate the Buyer's obligation to purchase the Unit as the sole remedy for such default and the Down Payment will be refunded to the Buyer by the Title Company. Thereafter, the Buyer and the Seller will be discharged from all further performance and liability under this Agreement. The Buyer will have no right to assert any claim for damages or specific performance of this Agreement by reason of the Seller's default in the performance of any obligation of the Seller under this Agreement. If the Buyer defaults in performance of any of the Buyer's obligations under this Agreement, the Seller will provide written notice of the default to the Seller. If the Buyer fails to cure the default to the satisfaction of the Seller within twenty (20) days after the Buyer receives such notice, the Seller will have the right to terminate the Seller's obligation to sell the Unit to the Buyer, in which event the Down Payment will be paid by the Title Company to the Seller as the Seller's exclusive remedy for the Buyer's default. On such payment of the Down Payment, the Seller and the Buyer will be discharged from further performance and all liability under this Agreement. The Seller will have no right to assert a claim for damages in excess of the Down Payment or specific performance of this Agreement by reason of the Buyer's default in performance of any of the Buyer's obligations under this Agreement.

22. Condemnation; Casualty. In the event of actual or threatened condemnation or damage to or destruction of all or any material part of the Building prior to Closing, the Seller will have the right to terminate this Agreement by delivery of a written notice of termination to the Buyer and the Title Company within twenty (20) days after the event giving rise to the right to terminate. In the event of such termination, the Down Payment will be refunded to the Buyer and the parties will thereafter be discharged from all further performance and all liability under this Agreement.

23. Miscellaneous. The Buyer and the Seller further agree as follows:

23.1 Time. Time is the essence of each provision of this Agreement.

23.2 Notices. All notices provided for in this Agreement will be effective on the fifth (5th) business day after sent by regular mail, the first (1st) business day after sent by national courier or when received if delivered in person, by fax or by electronic mail to the addresses stated in this Agreement or to such other address as one party provides to the other party by written notice.

23.3 Brokerage. At Closing, the Seller agrees to pay a commission to the Buyer's Broker pursuant to the terms of a separate agreement between the Seller and the Buyer's Broker. It is specifically understood that all rights of the Buyer's Broker, if any, with respect to the Unit, this Agreement and the transactions contemplated hereby will be governed by such separate agreement and that the Buyer's Broker is neither a party to this Agreement nor a third

party beneficiary hereunder. If Closing does not occur for any reason whatsoever, including without implied limitation, a default in performance of the respective obligations of the Seller or the Buyer under this Agreement, no commission will be owed to the Buyer's Broker by the Seller. In no event whatsoever will the Buyer be obligated to pay a commission or other charge to the Buyer's Broker. The Buyer represents and warrants to the Seller that the Buyer has not dealt with any broker, finder or other person entitled to claim a commission (other than the Buyer's Broker) in connection with the purchase or sale of the Unit. The Buyer agrees to indemnify and hold the Seller harmless from all losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by the Seller by reason of any claim by any broker, finder or other person based on any contact, arrangement or agreement made or alleged to have been made by the Buyer in connection with the transactions contemplated by this Agreement other than Buyer's Broker's claim against the Seller as provided herein. The provisions of this Section will survive the Closing or the termination of this Agreement.

23.4 Binding Effect. When executed by the Seller and the Buyer, the terms of this Agreement will be binding on and inure to the benefit of the Seller and the Buyer, their respective successors and permitted assigns. This Agreement sets forth the complete understanding of the Seller and the Buyer with respect to the purchase and sale of the Unit and supersedes all previous discussions, negotiations and agreements between them. This Agreement can only be amended by a written agreement signed by both the Seller and the Buyer.

23.5 Assignment. The rights and obligations of the Buyer under this Agreement cannot be assigned in whole or in part without the prior written approval of the Seller, which consent may be withheld, conditioned or granted in the absolute discretion of the Seller. The rights of the Seller under this Agreement may be assigned by the Seller to lenders to serve as collateral to secure payment of loans to facilitate the redevelopment of the Building and the obligations of the Seller under this Agreement will be assigned by the Seller to any successor in ownership of the Building or other assignee of the Seller.

23.6 Survival. With the exception of the warranties of title contained in the conveyance documents delivered by the Seller at Closing, the representations, warranties and covenants of the Seller contained in this Agreement will terminate on the Closing Date.

23.7 Attorneys' Fees. In any action brought by either party to enforce the obligations of the other party under this Agreement, the prevailing party will be entitled to collect such party's reasonable attorneys' fees, costs and other litigation expenses in such action.

23.8 Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

23.9 Headings. The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

23.10 Counterpart Execution. This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.

23.11 Governing Law; Venue. This Agreement is to be construed according to the laws of the State of Oklahoma applicable to contracts to be performed entirely within the State of Oklahoma by parties who are residents of the State of Oklahoma. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any federal or state court sitting in the judicial district in which Oklahoma City, Oklahoma is located in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

23.12 No Waiver. The failure of either party at any time to require performance of any provision of this Agreement will not affect such party's right to enforce such provision at a later time. No waiver by a party of any condition or breach of any covenant, representation or warranty contained in this Agreement, in one or more instances, will be deemed to constitute a future or continuing waiver of such condition or covenant, representation or warranty.

23.13 Buyer Financing. The Buyer specifically acknowledges that: (a) the obligations of the Buyer under this Agreement are not contingent on the ability of the Buyer to obtain financing for the cost of the Unit or the Interior Work; (b) the Seller has not agreed to provide or obtain construction, term financing or other financing for the Buyer; (c) the Seller has not agreed to defer collection of the Purchase Price beyond the Closing Date; and (d) the Buyer specifically assumes the risk that no financing will be available to the Buyer on the Closing Date.

THE DEFINED TERMS

24. Rules of Construction. Unless otherwise provided in this Agreement: (a) the words bearing initial capital letters set forth in this Schedule "A" are intended to have the meanings hereafter provided; (b) reference to a document includes all amendments, restatements and modifications of such document; (c) reference to "days" means calendar days unless "business days" are specified; (d) if the date by which any right, option or payment is to be exercised or made is a date that is not a business day, such right, option or payment will be exercisable on the next succeeding business day; (e) reference to "including" is not intended to limit the generality of the description preceding such term and the rule of *ejusdem generis* is not intended to be used to limit a general statement followed by an enumeration of specific matters; (f) the word "will" is intended to have the same meaning and effect as the word "shall"; and (g) the parties to this Agreement have been represented by legal counsel who have participated in drafting this Agreement and the parties do not intend for the provisions of this Agreement to be construed against the person drafting such provision.

24.1 Agreement. This Purchase and Sale Agreement and all modifications approved in accordance with its terms.

24.2 Approved Title Exceptions. The following exceptions to title to the Building: (a) fees, taxes and assessments made by any taxing authority for the year in which the Closing Date occurs and all subsequent years; (b) all interest in and to all oil, gas, coal, metallic ores and other minerals in and underlying the land on which the Building is located and all rights, privileges and estates relating thereto; (c) Ordinance No. 21,793 adopted by the City of Oklahoma City, Oklahoma, relating to the Downtown Business Improvement District; (d) the Declaration, the bylaws of the Property Owners' Association, the Rules and Regulations, all amendments thereto and modifications thereof; (e) easements and rights of way of record; and (f), all building codes and zoning ordinances applicable to the Building and the Unit.

24.3 Building. The building at 131 Dean A. McGee Boulevard, Oklahoma City, Oklahoma 73102, in which the Unit is located situate on the following described real property: Lots 27, 28, 29 and 30 in Block 19, Original Plat of Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 1 or Plats, page 2, as the same might be modified from time to time.

24.4 Buyer. The person identified at Section 1 of this Agreement.

24.5 Buyer's Broker. The person identified at Section 7 of this Agreement. The Buyer acknowledges that Judy J. Hatfield, the manager of the Seller, is a broker licensed by the State of Oklahoma and might collect a commission for acting on behalf of the Seller.

24.6 Certificates. Uniform Commercial Code and United States Court certificates issued by the Title Company.

24.7 Closing. The actions taken to consummate the purchase and sale of the Unit in accordance with the terms of this Agreement.

24.8 Closing Date. The date on which Closing occurs.

24.9 Common Elements. The walkways, hallways, lobbies, elevators, Building roof, Building exterior and other areas designated by the Seller from time to time for use in common by one or more of the occupants of the Building or the general public.

24.10 Declaration. The Declaration of Covenants, Conditions and Restrictions for Carnegie Centre to be filed in the real property records of Oklahoma County, Oklahoma by the Seller prior to the sale of the Unit to the Buyer.

24.11 Down Payment. The money identified at Section 5 of this Agreement deposited with the Title Company in partial payment of the Purchase Price and all interest earned thereon.

24.12 Effective Date. The date on which this Agreement is executed by the Seller.

24.13 Interior Work. The construction and installation of all interior walls, ceilings, finishes, appliances and the connection of all utilities to the source of supply in the Building.

24.14 Interior Work Requirements. The requirements to be satisfied by the Buyer with respect to the Interior Work which are identified at Section 11 of this Agreement.

24.15 Loft Condition. The construction of the Unit so that exterior walls are complete and utilities are stubbed out at the exterior of the Unit, but no portion of the interior of the Unit is complete, thus leaving all of the Interior Work to be performed by the Buyer.

24.16 Property Information. The Title Commitment, the Title Documents, the Survey and the Certificates.

23.17 Property Owners' Association. The Carnegie Centre Owners Association, Inc., an Oklahoma not-for-profit corporation to be formed by the Seller prior to Closing.

24.18 Purchase Price. The price identified at Section 4 of this Agreement to be paid by the Buyer to the Seller to purchase the Unit.

24.19 Rules and Regulations. The rules governing the use of the Unit and the Common Elements adopted by the Property Owners' Association from time to time.

24.20 Seller. Carnegie Centre, LLC, an Oklahoma limited liability company, having a notice address of 701 Wall Street, Norman, Oklahoma 73069.

24.21 Substantial Completion. The completion of construction of the exterior demising walls of the Unit and the Common Elements of the Building to the extent required to permit the Buyer to commence design and construction of the Interior Work.

24.22 Survey. A survey of the Building and a floor plan designating the Unit prepared by Smith Roberts or another registered land surveyor or professional engineer selected by the Seller and approved by the Title Company made in accordance with the ALTA/ACSM Minimum Standard Detail Requirements and certified to the Title Company, the Seller, the Buyer and any lender designated by the Buyer.

24.23 Title Commitment. A commitment to deliver the Title Policy issued by the Title Company.

24.24 Title Company. Lawyers Title Company of Oklahoma City, Inc., having a notice address of 1141 North Robinson Avenue, Oklahoma City, Oklahoma 73102.

24.25 Title Documents. Copies of all documents creating requirements for or exceptions to coverage by the Owners Title Policy as stated in the Title Commitment excepting only documents related to the Approved Exceptions.

24.26 Title Objections. The Buyer's written objections to the status of title to the Unit.

24.27 Title Policy. The ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price to be issued to the Buyer at Closing by the Title Company.

24.28 Unit. The Unit identified at Section 3 of this Agreement which constitutes a unit ownership estate under the Unit Ownership Estate Act as created by the Declaration.

24.29 Unit Ownership Estate Act. The Oklahoma Unit Ownership Estate Act set forth at tit. 60 OKLA STAT §§ 501 et. seq. (2001).

THE EXECUTION

25. Contract Acceptance. The offer by the Buyer to purchase the Unit on the terms contained in this Agreement is subject to acceptance by the Seller and return of an executed copy of this Agreement to the Buyer not later than the fifth (5th) business day after the Buyer executes this Agreement. If the Seller has not so accepted and returned such offer, all obligations of the Buyer under this Agreement will terminate without further action by the Buyer.

26. Buyer Execution. The Buyer offers to purchase the Unit on the terms stated in this Agreement.

[__]

Date Executed: _____, 200__

("Buyer")

27. Seller Acceptance. The Seller accepts the Buyer's offer to purchase the Unit and agrees to sell the Unit to the Buyer on the terms stated in this Agreement.

CARNEGIE CENTRE, LLC, an Oklahoma limited liability company

By: _____
Judy J. Hatfield, Manager

Date Executed: _____, 200__

("Seller")