

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract (hereinafter referred to as the “*Agreement*”) is entered into effective this ____ day of December, 2012 (hereinafter referred to as the “*Effective Date*”) by and between 2011 USSA LP (hereinafter referred to as “*Seller*”), whose notice address is Attn: Stephen W. Dixon, 4870 S. Lewis Avenue, Suite 100, Tulsa, OK 74105, Fax No. (918) 854-8838 and the Board of Commissioners of Tulsa County Oklahoma on behalf of the Tulsa County Sheriff’s Office, or his assigns (hereinafter referred to as “*Buyer*”), whose notice address is 500 S. Denver Ave., Tulsa, OK 74103, Fax No. (918) 596-5697.

RECITALS:

A. Seller owns that certain real property located in Tulsa County, Oklahoma, commonly known as 6500 E. 66th St. North, Tulsa, OK 74117 and legally described on Exhibit A, marked and attached hereto (hereinafter referred to as the “*Entire Property*”).

B. Buyer desires to purchase from Seller the following:

Approximately 35 acres of the Entire Property as depicted on Exhibit B, marked and attached hereto (hereinafter referred to as the “*Land*”), an exact legal description of which will be generated in connection with the Survey (as defined below) and attached as Exhibit C, marked and attached hereto;

All right, title, and interest of Seller in and to all streets, alleys, easements, and rights-of-way in, on, across, in front of, abutting, or adjoining the Land and any other appurtenances belonging thereto (collectively the “*Appurtenances*”);

All right, title, and interest of Seller in and to all structures, sidewalks, parking areas, access ways, landscaping, and other improvements located on the Land including any and all targeting systems currently located on the Land (collectively the “*Site Improvements*”); and

Any and all mineral interests owned by Seller with respect to the Land.

The Land, Appurtenances, and Site Improvements are hereinafter collectively referred to as the “*Property*.”

C. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

D. In addition, Seller is willing to grant Buyer a right of first refusal on the remaining portion of the Entire Property (hereinafter referred to as the “*Remaining Land*”), an exact legal description of which will be generated in connection with the Survey (as defined below) and attached as Exhibit D, marked and attached hereto.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1-Agreement to Buy and Sell; Right of First Refusal

1.1 Purchase of Land: Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller, subject to the terms and conditions of this Agreement.

1.2 Grant and Terms of Right of First Refusal. If, at any time during the ten (10) year period following the Closing Date, Seller receives a bona fide third-party offer to purchase all or any portion of the Remaining Property, which offer Seller desires to accept, Seller shall deliver notice to Buyer of such offer together with, in all instances, copies of all documentation pertaining thereto (hereinafter referred to as the “*Refusal Notice Documentation*”). Seller grants Buyer thirty (30) days after the giving of the Refusal Notice Documentation to Buyer to deliver notice to Seller that Buyer elects to purchase the Remaining Property from Seller pursuant to the same terms and conditions set forth in the Refusal Notice Documentation (hereinafter referred to as the “*Right of First Refusal*”). In the event that Buyer delivers notice to Seller of Buyer’s exercise of its right to purchase the Remaining Property, Seller shall convey the Remaining Property to Buyer upon all the same terms and conditions set forth in the Refusal Notice Documentation. In the event that Buyer does not so exercise its rights to purchase the Remaining Property, Seller may convey the Remaining Property pursuant to the Refusal Notice Documentation free and clear of the Right of First Refusal which shall be deemed terminated. In the event that the terms and conditions of the offer to purchase the Remaining Property change or if Buyer does not so exercise its rights to purchase the Remaining Property and the sale thereof does not close within one hundred and eighty days (180) of delivery of the Refusal Notice Documentation to Buyer, then the Remaining Property shall again be subject to the Right of First Refusal. For purposes of triggering the Right of First Refusal, an offer to enter into a transaction that will result in a Change of Control shall constitute an offer to purchase the Remaining Property. For purposes of this Section 1.2, “*Change of Control*” shall mean the occurrence of: (a) the adoption of a plan relating to Seller’s liquidation or dissolution; or (b) the consummation of any transaction whether by sale of equity interests, contract or otherwise, including, without limitation, any merger or consolidation, the result of which is that any person that is not currently in control of Seller obtains Control of Seller. For purposes of the definition of Change of Control, “*Control of Seller*” shall mean (a) the ownership, control or power to vote fifty percent (50%) or more of any class of voting securities or beneficial interests of Seller or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Seller whether through the ownership of voting securities, by contract or otherwise.

ARTICLE 2-Purchase Price

The total purchase price for the Property (hereinafter referred to as the "*Purchase Price*") shall be the sum of One Million Three Hundred Thousand Dollars (U.S. \$1,300,000.00) payable as follows:

2.1 Earnest Money Deposit: Within five (5) business days following the full and final execution of this Agreement by both Buyer and Seller and as a condition precedent to the formation of this Agreement, Buyer shall deposit the sum of Ten Thousand Dollars (U.S. \$10,000.00) (hereinafter referred to as the "*Earnest Money Deposit*") with American Eagle Title Group, LLC (the "*Title Company*"), whose mailing address is 7306 S. Lewis Ave, Suite 105, Tulsa, OK 74136, Attention: Rebecca J. Sherwood. The Earnest Money Deposit shall be maintained by the Title Company in a non-interest bearing account in a federally insured institution. Except as otherwise set forth herein, the Earnest Money Deposit shall be deemed non-refundable after the end of the Inspection Period, as hereinafter defined. The Earnest Money Deposit shall be applied against the Purchase Price on the Closing Date, as hereinafter defined.

2.2 Cash at Closing: On the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price in cash or other immediately available funds, subject to the prorations and adjustments set forth below.

ARTICLE 3-Title and Survey

3.1 Title Commitment: Prior to the Effective Date, Buyer has obtained a title commitment dated effective as of September 10, 2012 at 7:59 a.m. from the Title Company (hereinafter referred to as the "*Title Commitment*") covering the Land and Appurtenances which binds Fidelity National Title Insurance Company (hereinafter referred to as the "*Title Insurer*") to issue at Closing an ALTA Owner's Policy of Title Insurance (Form 6/17/2006) (hereinafter referred to as the "*Title Policy*") in the full amount of the Purchase Price; and true and correct copies of any and all instruments referenced in the Title Commitment which constitute exceptions or restrictions upon the title of Seller (hereinafter referred to as the "*Title Documents*").

3.2 Survey: Within thirty (30) days after the Effective Date, Buyer shall use its commercially reasonable efforts to obtain, at Buyer's cost, a current on-the-ground survey of the Property dated after the Effective Date, which shall contain a legal description for the Land and a legal description of the Remaining Land (hereinafter referred to as the "*Survey*"). The Survey shall be prepared in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by the ALTA, ACSM, and NSPS in 2011, and meeting the "Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA-ACSM Land Title Surveys," and containing items 1, 2, 4, 7, 8, 9, 10, 11, 16, 17, 18, 20(a) and 21 as set forth in Table A to those standards.

3.3 Title Review: After Buyer has received the last item to be furnished pursuant to Sections 3.1 and 3.2 above (which in any event must have occurred not less than 20 days prior to the expiration of the Inspection Period as hereinafter defined), Buyer shall have ten (10) business days within which to review all of said items and notify Seller in writing (the "Objection Notice") of Buyer's objections (hereinafter referred to as the "*Title Objections*") to any matters contained therein. Any matters to which Buyer does not object shall be deemed to be "Permitted Exceptions" to title under this Agreement. Any matters affecting marketability of title to the land which first arises after the effective time of the Title Commitment and before the Closing shall be deemed Title Objections, unless Buyer otherwise waives the same in writing or closes the Transaction without written objection. Seller agrees to notify Buyer promptly upon Seller becoming aware of any Title Objection coming into existence after the date of the Title Commitment.

3.4 Cure or Noncure of Title Objections: Seller shall have until the Closing to cure the Title Objections. Seller shall not be obligated to cure or attempt to cure any Title Objection, other than voluntary mortgage liens or other liquidated sums secured by a lien filed against the Property (hereinafter referred to as "*Mandatory Items*"), and shall in no event incur any liability to Buyer by reason of any failure or refusal to cure any Title Objection other than Mandatory Items. Seller shall bear the cost of curing any Title Objections which it does elect or attempt to cure. Seller agrees, within five (5) business days of its receipt of the Objection Notice, to notify Buyer of any Title Objections which Seller determines it is unwilling or unable to cure. In the event that Seller has indicated its unwillingness or inability to cure a Title Objection other than Mandatory Items, Buyer's exclusive rights under this Agreement shall be either:

(a.) to waive any such uncured Title Objections, close the Transaction without reduction in the Purchase Price and accept such title as Seller is able to convey, and by such waiver and acceptance Buyer shall be deemed to have waived any and all claims and/or causes of action against Seller for damages or any other remedies for any and all defects in and/or exceptions to the title to the Property; or

(b) to terminate this Agreement by notifying Seller and the Title Company in writing, in which event the Earnest Money Deposit shall be returned to Buyer, Seller shall bear the cost of all title work, excluding the Survey, procured in connection with this Agreement and thereafter Seller and Buyer shall have no further rights or obligations hereunder.

ARTICLE 4-Seller's Representations; Inspection Period

4.1 Representations and Warranties by Seller: Seller hereby represents and warrants to Buyer that on the Effective Date and on the Closing Date:

4.1.1 No Tenants: There are no tenants of the Property, or any portion thereof, and no other parties in possession of any portion of the Property claiming under Seller.

4.1.2 No Pending Condemnation: There are no pending eminent domain proceedings or special assessments of any nature with respect to the Property or any part thereof. Seller has not received any notices of any eminent domain proceedings or special assessments being contemplated with respect to the Property or any part thereof, and Seller does not have any knowledge of any such actions being contemplated.

4.1.3 Seller Authority: Seller has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the covenants and agreements contained herein.

4.1.4 Continuing Representations: Seller's foregoing representations and warranties shall be deemed continuing and unless written notice to the contrary is given to Buyer on or before the Closing, the same shall be true and correct on and as of the Closing with the same force and effect as if made at that time.

4.2 Inspection Period: Buyer shall have sixty (60) days from the Effective Date to ascertain, in Buyer's sole and exclusive discretion and judgment, whether the Property is suitable for Buyer's intended development, use, and/or investment objectives (hereinafter referred to as the "*Inspection Period*"). Buyer, at Buyer's sole expense, may study and investigate the Property in any reasonable way to enable Buyer to determine the suitability of the Property for his purposes but such inspections and tests shall be non-invasive and shall not damage the Property in any respect and shall be conducted only after giving reasonable notice to Seller. Seller reserves the right to accompany Buyer during any inspection of the Property. Such study and investigating may include but not be limited to, conducting a Phase I environmental study (the "*Phase I*") on the Property. Seller hereby grants to Buyer, Buyer's contractors, licensees, agents, servants, employees, officers, and directors all licenses and permissions necessary to conduct the Phase I for the terms of the Inspection Period, subject only to Buyer's obligation to restore and repair any damage caused by the Phase I. Without limiting the ability of Buyer and its representatives to inspect the Property, Buyer shall specifically be allowed to perform inspections of the Property (hereinafter referred to as the "*Environmental Inspections*") for the presence of PCB emissions, hazardous wastes, asbestos, ACMs, and other hazardous or toxic materials.

4.3 Inspection:

4.3.1 Inspection of Premises: As part of its evaluation during the Inspection Period, Buyer and its representatives may, at all reasonable times during normal business hours, enter upon the Property to conduct reasonable soil tests and other appropriate on-site evaluations to ascertain whether the Property is suitable to meet Buyer's objectives; provided that Buyer must give Seller twenty-four (24) hours' prior telephone or written notice of any such inspection or test. Buyer shall bear the cost of all such inspections or tests. During the performance of any inspection, Buyer shall: (a) comply with all applicable laws and regulations with respect to the inspection; (b) take and implement all

steps reasonably necessary for the safety and protection of persons or property at the Property, including, without limitations employees, guests, invitees and licensees of Seller and the land, buildings and improvements at the Property; and (c) refrain from interfering with any work being undertaken at the Property by Seller or Seller's agents.

4.3.2 Inspection of Documents: Within five (5) days after the full execution of this Agreement, Seller shall deliver to Buyer the following documents (hereinafter referred to as "Property Documents") to the extent such Properties Documents are within Sellers possession or control:

- (a) Copies of all service, maintenance, management, or other contracts, if any, relating to the operation and maintenance of the Property as to which Seller or his agent is a party;
- (b) Copies of any environmental audits, reports relating to the condition of the Property, title commitments, policies or other title documents or surveys relating to the Property; and
- (c) Such information as Buyer may reasonably request and as may be reasonably available to Seller concerning maintenance and repair expenses relating to the Property for the preceding three (3) years;

All of the Property Documents are confidential and shall not be distributed or disclosed by Buyer to any person or entity not associated with Buyer. If the transaction fails to close for any reason whatsoever, Buyer shall return to Seller all of the Property Documents which Seller has delivered to Buyer. Buyer acknowledges and agrees that Seller makes no representations or warranties of any kind whatsoever, either express or implied, with respect to any of such Property Documents.

4.4 Indemnity: Buyer agrees to indemnify and hold Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from any act, omission, or negligence of Buyer or Buyer's contractors, licensees, agents, servants, employees, officers, and directors, or arising from any accident, injury, or damage whatsoever occurring on or about the Property or any part thereof, by reason of Buyer's conducting the soil tests, and engineering work and other evaluations herein described, including but not limited to the Phase I, and shall restore the Property to its present condition. Buyer's obligations under this Section 4.4 shall survive the termination of this Agreement and shall survive the Closing.

4.5 Termination: If Buyer determines that the Property is not suitable for Buyer's purposes, which determination may be made in Buyer's sole and absolute discretion, then Buyer shall deliver written notice thereof to Seller (hereinafter referred to as the "*Termination Notice*") no later than the date of expiration of the Inspection Period. If the Termination Notice is timely

given, then this Agreement shall terminate except for matters that expressly survive termination of this Agreement, the parties hereto shall be released from any further obligations hereunder, and the Earnest Money Deposit shall be promptly returned to the Buyer. The Title Company is authorized and directed to return the Earnest Money Deposit to the Buyer at anytime during the Inspection Period upon receipt of a copy of the Termination Notice together with the Buyer's certification that same has been delivered to Seller pursuant to the notice provisions set forth in Section 9.1 herein. If Buyer does not timely give notice, then this Agreement shall continue in full force and effect, Buyer shall be deemed to have waived its right to terminate this Agreement, and Buyer shall be deemed to have acknowledged that it has received or had access to the Property and conducted all inspections and tests of the Property that it considers important.

4.6 Operation and Maintenance Prior to Closing: From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller shall:

- (a) operate, maintain, and repair the Property, or cause the Property to be operated, maintained, and repaired, diligently and in the ordinary course of business and in the same manner as the Property is being operated, maintained, and repaired during the Inspection Period;
- (b) not, without the prior written consent of the Buyer, enter into any written or oral service contracts or other agreements with respect to the Property that will not be fully performed by Seller on or before the Closing Date, or that will not be cancelable by Buyer at any time and without liability, premium or other costs on or after the Closing Date; and
- (c) advise Buyer promptly of any litigation, arbitration, condemnation, or administrative (including, without limitation, zoning, variance, code enforcement, and regulatory) proceedings before any officer, court, board, governmental body or agency which concerns or affects the Property and of which Seller receives actual notice after the date hereof (e.g. a proposed change in the zoning classification of any property within 300 feet of the Land, the filing of a statutory lien against the Property, etc.).

ARTICLE 5-Closing

5.1 Closing: If this Agreement has not been terminated, the closing of the transaction contemplated herein shall be held within thirty (30) days from the expiration of the Inspection Period (hereinafter referred to as the "*Closing*"), with the date to be selected by Buyer on five (5) business days prior written notice to Seller. The Closing shall be affected through an escrow to be opened by the parties with the escrow department of Title Company, and the actual date on which the Closing is consummated is called the "Closing Date." The following procedure shall be followed by the parties in connection with the Closing:

5.1.1 Seller: At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

- (a) Special Warranty Deed: A Special Warranty Deed (hereinafter referred to as the “*Deed*”) conveying to Buyer the Property, subject only to the Permitted Exceptions.
- (b) FIRPTA Affidavit: An affidavit in form and substance satisfactory to Buyer stating that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code and implementing regulations.
- (c) Proof of Authority: Such evidence as to the authority of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto as Buyer or the Title Company shall reasonably require.
- (d) Marked Title Commitment: An original of the Title Commitment, marked and executed by the agent of the Title Insurer, unconditionally obligating the Title Insurer to deliver to Buyer the Title Policy insuring Buyer as the owner of the marketable fee simple title to the Land and Site Improvements and the holder of the dominant estate in and to the Appurtenances, if any, subject only to the Permitted Exceptions.
- (e) Proration Amounts: Such payments to Buyer (or credits against the Purchase Price) as may be required to effect the prorations required by this Agreement.
- (f) Right of First Refusal: A duly executed and acknowledged counterpart of the Memorandum of Right of First Refusal in substantially the form of Exhibit E, marked and attached hereto (hereinafter referred to as the “*Memorandum*”).
- (g) Additional Documents: Such additional documents, including lien and possession affidavits, as may be reasonably requested by Buyer or the Title Company to consummate the Transaction.

5.1.2 Buyer: At Closing, Buyer shall deliver or cause to be delivered to Seller the following:

- (a) Purchase Price: The Purchase Price, subject to adjustments and prorations as provided in this Agreement, in immediately available United States funds.
- (b) Proof of Authority: Such evidence as to the authority of Buyer to enter into this Agreement and to discharge the obligations of Buyer pursuant hereto as Seller or the Title Company shall reasonably require.
- (c) Right of First Refusal: A duly executed and acknowledged counterpart of the Memorandum.

(d) Additional Documents: Such additional documents as may be reasonably requested by Seller or the Title Company to consummate the Transaction.

5.1.3 Possession: Possession of the Property will be given to Buyer on the Closing Date, free from all parties claiming a right to possession or having claims against the Property or pursuant to contractual rights approved or agreed to be assumed by Buyer in writing.

ARTICLE 6-Taxes, Prorations, and Brokerage

6.1 Costs and Prorations: Seller shall pay the following Closing costs: the cost to extend, certify, and examine the abstract of title to the Land and Appurtenances, Seller's attorneys' fees, the cost to cure any Title Objections, and all transfer taxes (including the documentary stamp tax payable in connection with the recording of the Deed and any other costs of Seller specified elsewhere in this Agreement). Buyer shall pay the following Closing costs: the cost of obtaining the Title Policy, post closing abstracting charges, the cost of the Survey, sales taxes relating to any personal property, Buyer's attorneys' fees, the cost to record the Deed, the Closing fee charged by the Title Company, any costs associated with Buyer's financing of the acquisition of the Property, and any other costs of Buyer specified elsewhere in this Agreement. Any Closing costs not specifically allocated above or elsewhere in this Agreement shall be allocated in accordance with the usual and customary practice in the locality of the Property, provided, if no usual or customary practice exists, such other costs will be borne equally by the parties.

6.2 Prorations: The income and expenses of the Property will be prorated as of the Closing Date and the Purchase Price will be adjusted on the following basis:

(a) Accounts Payable: All sums due for accounts payable by Seller which were owed or incurred by the Property prior to the Closing Date will be paid by Seller. Buyer will furnish the Seller any bills for such period received after the Closing Date for payment, and Buyer will have no further obligation with respect thereto. All accounts payable by the owner of the Property incurred on or after the Closing Date will be paid by Buyer.

(b) Taxes: All real and personal property ad valorem taxes assessed against Seller and the Property for the years prior to the Closing Date and any matured and unmatured installments of special assessments with respect to the Property shall be paid by Seller. The real and personal property taxes for the year in which the Closing Date occurs shall be prorated on a calendar year and per diem basis as of the Closing Date, and Seller agrees to accept as a credit against the Purchase Price the portion attributable to the period prior to the Closing Date.

6.3 Brokerage: Each party (hereinafter referred to as the "*Indemnifying Party*") represents and warrants to the other that it has not dealt with any real estate brokers or other third parties in connection with the transaction embodied herein who are entitled to be compensated for brokerage services and the Indemnifying Party agrees to indemnify and hold the other harmless

from and against any claim, loss, liability, damage, fee, cost, or expense (including attorneys' fees), arising out of any compensation due or alleged to be due to any other broker with whom the Indemnifying Party may have dealt. The terms of this Section 7.3 shall survive the Closing.

6.4 Attorneys' Fees: Except as expressly otherwise provided in this Agreement, each party shall pay the fees of its attorneys and any other professionals who advised it in connection with the negotiation, execution, and closing of the Transaction contemplated by this Agreement. If any legal action is instituted between Seller, Buyer, or the Title Company in connection with this Agreement, the Property, or the Earnest Money Deposit, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

ARTICLE 7-Risk of Loss

7.1 Eminent Domain: In the event all or any portion of the Property, or any access to the property, or any interest in the Property is taken or is threatened to be taken by eminent domain (whether or not an eminent domain proceeding is actually commenced) prior to Closing, Seller shall immediately notify Buyer in writing (hereinafter referred to as the "*Eminent Domain Notice*") which shall include a description in reasonable detail of the property or interest therein to be taken and Seller's good faith estimate of the cost to repair or restore any damage to or loss of the Property which would be occasioned by the taking. In such event Buyer may, at its sole election, terminate this Agreement by giving written notice of such election to Seller and the Title Company not later than the earlier of (i) the last business day prior to scheduled Closing Date, provided, however, in no event shall Buyer be required to give notice of such election sooner than five (5) business days after receipt of the Eminent Domain Notice, and the Closing shall be adjourned, if necessary, to accommodate such period, or (ii) the fifteenth (15) calendar day after Buyer's receipt of the Eminent Domain Notice. If Buyer does not terminate this Agreement as provided above Buyer shall be deemed to have elected to proceed to close the Transaction in accordance with the terms of this Agreement. In such latter event Buyer shall be entitled to participate in the taking proceeding relating to the Property or the negotiations regarding the taking award relating to the Property, and Seller shall assign to Buyer at Closing Seller's right, title, and interest in any taking award which remains unpaid to Seller in connection with such taking relating to the Property. Further in such event, Buyer shall receive as a credit against the Purchase Price the amount of any taking award previously paid to Seller in connection with the taking and not used in the repair or restoration of the Property prior to Closing. As used herein a "taking" shall be deemed to include a voluntary conveyance in lieu of a taking by eminent domain.

ARTICLE 8-Default and Remedies

In the event a default occurs in the performance of any party's obligations hereunder, the non-defaulting party shall, as a condition of exercising its remedies hereunder, provide written notice

of such default to the other party. The defaulting party shall thereafter have five (5) business days, commencing the day notice is deemed received, in which to remedy such default. If Seller defaults hereunder and fails to timely cure such default, or if Seller wrongfully refuses to close the sale of the Property under the terms of this Agreement, Buyer shall be entitled to terminate this Agreement or seek specific performance of this Agreement. If Buyer defaults hereunder and fails to timely cure such default or if Buyer wrongfully refuses to close the purchase of the Property under the terms of this Agreement, Seller shall, as its sole remedy, be entitled to retain the Earnest Money Deposit in full satisfaction of any liability of Buyer hereunder. In the event this Agreement is turned over to an attorney for enforcement by either Buyer or Seller, the prevailing party shall have the right to recover all of its expenses and costs incurred by reason of the dispute including, but not limited to, attorneys' fees, court costs, and costs of suit preparation. Neither party shall be entitled to consequential or punitive damages in connection with a breach thereof.

ARTICLE 9-Notices

9.1 Notices: Any notice, request, demand, instruction, or other communication given to either party hereunder, except those required to be delivered at Closing, shall be in writing and shall be deemed to be delivered (a) on receipt if by hand delivery or facsimile transmission and (b) whether actually received or not, three (3) days following deposit in a regularly maintained official depository of the United States mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth in the initial paragraph hereof.

9.2 Changes: The addresses and addressees for the purpose of this Article 9 may be changed by either party by giving notice of the change to the other party in the manner provided herein for giving notice. For the purpose of changing the addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

ARTICLE 10-Post-Closing Use of the Property

10.1 Member Obligations: The parties acknowledge that Seller has certain contractual obligations to its existing members as of the Closing Date (the "*Existing Members*") to provide certain programs and other services utilizing the Property, and specifically the targeting systems included in the Site Improvements (the "*Member Obligations*"). In order to allow Seller to meet the Member Obligations during the period of time it will take for Seller to construct replacement targeting systems on the Remaining Land, Buyer agrees to allow Seller to utilize the Property for the purposes of satisfying the Member Obligations on the terms set forth in this Article 10 (the "*Permitted Use*").

10.2 Requirements for Permitted Use: Any use of the Property by Seller and the Existing Members for the Permitted Use shall be subject to the following requirements:

- a) As a condition precedent to using the Property for the Permitted Use and within a reasonable period prior to such use, Seller shall submit a request to Buyer to use the Property for the Permitted Use;
- b) Such use of the Property shall be coordinated with Buyer and shall not interfere with Buyer's use of the Property as reasonably determined by Buyer (i.e. Buyer can refuse any request that would conflict with Buyer's planned use of the Property);
- c) Seller shall provide certified range officers and such other personnel as reasonably required by Buyer to supervise the activities of Seller and the Existing Members on the Property;
- d) As a condition precedent to using the Property for the Permitted Use, Seller shall name Buyer as an additional insured under its existing liability insurance covering the activities of Seller and the Existing Members on the Property and deliver to Buyer a certificate of insurance relating thereto;
- e) As a condition precedent to using the Property for the Permitted Use, Seller and each Existing Member using the Property for the Permitted Use shall execute a release in substantially the form attached hereto as Exhibit F which shall also specifically name Buyer as a "Released Party" thereunder;
- f) Seller shall and Seller shall use its good faith efforts to cause all Existing Members to comply with all rules of Buyer applicable to the Property; and
- g) Seller and the Existing Members shall have no right to use the Property for the Permitted Use or any other purpose after the date that is ninety (90) days following the Closing Date.

10.3 Real Property Interest. Nothing in this Article 10 shall be deemed to have granted Seller or any of the Existing Members a real property interest in the Property.

10.4 Indemnify. Seller shall indemnify and hold Buyer harmless from all liability arising from Seller's actions, negligence or willful misconduct relating to the use of the Property by Seller.

10.5 Survival. The provisions of this Article shall survive Closing.

ARTICLE 11-Miscellaneous

11.1 Entire Agreement: This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement or any such referenced agreements has been or is relied upon by either party.

11.2 Amendment: No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Buyer and Seller.

11.3 Construction: If any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and constructed according to the laws of the State of Oklahoma.

11.4 Venue: Venue for any legal action arising out of this Agreement shall be Tulsa, Oklahoma.

11.5 Gender: Words of any gender used in this Agreement shall be held and construed to include any gender, and words of singular numbers shall be held to include plural and vice versa, unless the context otherwise requires.

11.6 Severability: If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held to be invalid or unenforceable, such provisions 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 provisions of this Agreement and all other applications of any such provisions shall not be affected thereby.

11.7 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

11.8 Survival: All warranties, representations, and agreements contained herein or arising out of the sale of the property by Seller to Buyer shall survive the Closing hereof.

11.9 Further Acts: In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

11.10 Exhibits: All exhibits described in this Agreement are by this reference fully incorporated herein and made a part hereof by reference for all purposes.

11.11 Binding Effect; Assignment: This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, whenever the context so requires or admits. Provided, neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld and any assignment without such consent shall be void. Notwithstanding the above, Buyer may assign this Agreement to (a) the Tulsa County Industrial Authority; or (b) a public authority created for the benefit of Buyer and for which the Buyer is the beneficiary.

11.12 Exclusivity: So long as this Agreement is in effect, Seller shall take no action to market the Property or any part of it to any potential owner or user, and shall not accept any "back-up" contracts or conditional offers of any kind.

11.13 1031 Exchange: Both parties understand that the other may be engaging in this Transaction pursuant to Section 1031 of the Internal Revenue Code (Like-Kind Exchange). Each party shall cooperate with the other in such exchange, provided that such cooperation shall be without cost or expense of any nature to the accommodating party and shall not delay this transaction in any manner. Neither party shall be responsible to the other for any tax consequences arising out of this or any transaction related to the Property. Each party desiring to effect this transaction through a 1031 Exchange shall be responsible for engaging such tax counsel as it deems necessary for the purpose of determining the tax consequences of any such transaction.

11.14 Title Company: Buyer and Seller agree that the Title Company shall not incur any liability to Buyer or Seller, nor shall the Title Company incur any expense or suffer any damage for any act or omission of the Title Company so long as the Title Company has acted, or refrained from acting, in good faith in carrying its responsibilities under this Agreement. In the event of any ambiguity in the Title Company's obligations hereunder (as determined in the good faith judgment of the Title Company) or in the event of any disagreement or controversy arising out of this Agreement from any cause, the Title Company, at its option, may hold the Earnest Money Deposit until the ambiguity, disagreement, or controversy has been settled to the Title Company's satisfaction or may interplead the Earnest Money Deposit into court. Buyer and Seller agree to indemnify and hold the Title Company harmless from any liability, loss, damage, cost, or expense, including reasonable attorneys' fees, incurred in carrying out its obligations under this Agreement or in any way arising out of this Agreement or the transactions contemplated hereby, provided that the Title Company has acted, or refrained from acting, in good faith.

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SIGNATURE PAGE
TO
REAL ESTATE PURCHASE CONTRACT

EXECUTED by SELLER the _____ day of _____, 2012.

2011 USSA, Limited Partnership

By: _____

[Name of General Partner]

By: _____

Stephen Dixon, (Title)

EXECUTED by BUYER the _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS OF TULSA
COUNTY

By: _____

Name: _____

Title: _____

TITLE COMPANY JOINDER AND RECEIPT

The Title Company executes this Contract for the purposes of acknowledging its receipt of a fully executed counterpart of this Contract and the Earnest Money Deposit. The Title Company's consent shall not be required to amend any other provision or term of this Contract.

American Eagle Title Group, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of Entire Property

A TRACT OF LAND THAT IS THE EAST HALF (E/2) OF GOVERNMENT LOT ONE (1) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 SE/4 NE/4) OF SECTION THREE (3) AND GOVERNMENT LOT FOUR (4) AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (N/2 SW/4 NW/4) OF SECTION TWO (2), ALL IN TOWNSHIP TWENTY (20) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT THAT NORTHWEST CORNER OF THE EAST HALF (E/2) OF GOVERNMENT LOT ONE (1) SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT FOUR (4) IN BLOCK FIVE (5) OF "CHEROKEE EXPRESSWAY INDUSTRIAL DISTRICT", AN ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA; THENCE N 88°45'44" E ALONG THE NORTHERLY LINE OF SAID EAST HALF (E/2) OF GOVERNMENT LOT ONE (1) AND THE SOUTHERLY LINE OF LOT THREE (3) OF BLOCK ONE (1) OF SAID "CHEROKEE EXPRESSWAY INDUSTRIAL DISTRICT" FOR 660.78 FEET TO A POINT THAT IS THE NORTHEAST CORNER OF SAID SECTION THREE (3) SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID GOVERNMENT LOT FOUR (4) OF SAID SECTION TWO (2); THENCE CONTINUING N 88°45'44" E ALONG THE NORTHERLY LINE OF GOVERNMENT LOT FOUR (4) AND THE SOUTHERLY LINE OF SAID LOT THREE (3) IN BLOCK ONE (1) FOR 800.77 FEET TO A POINT THAT IS THE SOUTHEAST CORNER OF SAID LOT THREE (3); THENCE CONTINUING N 88°45'44" E ALONG SAID NORTHERLY LINE OF GOVERNMENT LOT FOUR (4) FOR 521.76 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT FOUR (4); THENCE S 01°31'00" EAST ALONG THE EASTERLY LINE OF GOVERNMENT LOT FOUR (4) AND THE EASTERLY LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (N/2 SW/4 NW/4) FOR 1958.39 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (N/2 SW/4 NW/4); THENCE S 88°50'55" W ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (N/2 SW/4 NW/4) FOR 1320.58 FEET TO A POINT THAT IS THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (N/2 SW/4 NW/4) OF SECTION TWO (2), SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 SE/4 NE/4) OF SECTION THREE (3); THENCE S 88°41'32" W ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST

QUARTER OF THE NORTHEAST QUARTER (NE/4 SE/4 NE/4) FOR 661.74 FEET TO A POINT THAT IS THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT FOUR (4) IN BLOCK FIVE (5), OF "CHEROKEE EXPRESSWAY INDUSTRIAL DISTRICT"; THENCE N 01°32'45" W ALONG THE EASTERLY LINE OF SAID LOT FOUR (4) AND THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 SE/4 NE/4) AND THE EAST HALF (E/2) OF GOVERNMENT LOT ONE (1) OF SECTION THREE (3) FOR 1957.21 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINING 3880704.67 SF / 89.08 ACRES, MORE OR LESS.

EXHIBIT B
Depiction of Land

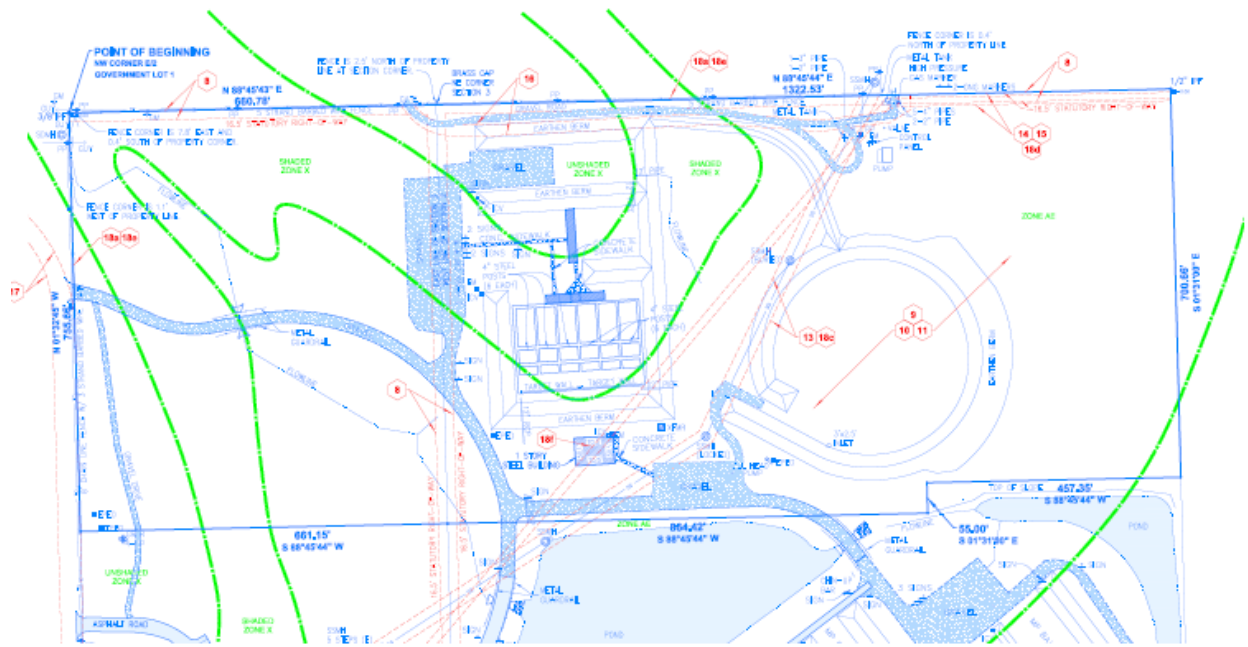


EXHIBIT C

Legal Description of Land

[To be attached after the Survey is obtained]

EXHIBIT D

Legal Description of Remaining Land

[To be attached after the Survey is obtained]

EXHIBIT E

Memorandum of Right of First Refusal

This Memorandum of Right of First Refusal is made and entered into this _____ day _____, 201____, by and between 2011 USSA, LIMITED PARTNERSHIP, an Oklahoma limited partnership (“*Grantor*”) and the BOARD OF COMMISSIONERS OF TULSA COUNTY OKLAHOMA on behalf of the Tulsa County Sheriff’s Office (“*Grantee*”) with reference to the following:

A. Grantor and Grantee have entered into that certain Real Estate Purchase Contract dated December _____, 2012 (the “*Agreement*”), pursuant to which, among other things, Grantor granted Grantee a right of first refusal covering certain real property located in Tulsa County, Oklahoma, as more particularly described on the attached Exhibit A (the “*Property*”); and

B. Grantor and Grantee desire to execute this Memorandum for the purpose of evidencing the right of first refusal granted in the Agreement of record.

NOW THEREFORE, in consideration of the foregoing and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Right of First Refusal. Grantor has granted to Grantee, and Grantee has acquired from Grantor, a right of first refusal covering the Property upon the terms and subject to the conditions set forth in the Agreement (the “Right of First Refusal”).

2. Term. The term of the Right of First Refusal shall be for a period of 99-years following the date hereof.

3. Miscellaneous.

2.1 This Memorandum is executed and recorded in accordance with the terms of the Agreement solely for the purpose of giving notice of the existence thereof and shall not supersede or in any way modify the terms or conditions of the Agreement.

2.2 This Memorandum shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

[Signature Page to Follow]

Executed and delivered as of the day and year first written above.

2011 USSA, LIMITED PARTNERSHIP

By: [Name of General Partner]

By: _____
Stephen Dixon, (Title)

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

This instrument was acknowledged before me on _____,
201____, by _____, as _____ of _____,
_____, the general partner of 2011 USSA, Limited Partnership, an Oklahoma limited
partnership.

BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

This instrument was acknowledged before me on _____,
201____, by _____, as _____ of the Board of
County Commissioners of Tulsa County.

My commission expires:

Notary Public

Commission #: _____

(Seal)

EXHIBIT "F"

Release

[SEE ATTACHED]