CONFIDENTIAL OFFERING

CIRCULAR

$2,000,000 40 UNITS

OF LIMITED PARTNERSHIP INTEREST

IN

ATRIUM TOWERS LTD.

JULY 15, 1980

ATRIUM TOWERS

(Limited Partnership Interests)

ACKNOWLEDGMENT OF RECEIPT OF CONFIDENTIAL OFFERING CIRCULAR NO. 88 OF ATRIUM TOWERS, LTD.

An original of this Acknowledgment must be signed by each person receiving a Confidential Offering Circular. The securities as described in the Confidential Offering Circular have not been registered with the Securities and Exchange Commission. The offer is being made pursuant to Section 4(2) of the Securities Act of 1933, which exempts transactions not involving public offerings. The attached Confidential Offering Circular is exclusively for your use or the use of your offeree representative, if any.

As a condition to the receipt of this Confidential Offering Circular, the undersigned hereby represents that:

(1) I have financial responsibility measured by annual income and net worth which is suitable to a proposed investment in these interests and I fall within one of the following classifications:

(a) I have a net worth of at least $400,000 (excluding home, furnishings and automobiles), or

(b) I have a net worth of at least $200,000 (excluding home, furnishings and automobiles) and had during the last tax year, or estimate that I will have during the current tax year, taxable income subject to federal income tax at a rate of not less than 50% (not taking into account any deductions to be realized from an investment in Atrium Towers, Ltd.).

(2) I recognize the speculative nature of an investment in limited partnership interests of Atrium Towers, Ltd. and the risk of loss from such investment. I also understand that since an investment in Atrium Towers, Ltd. is not liquid or readily transferable, I must be prepared to hold this investment indefinitely. By virtue of my own investment acumen, business experience, or independent advice, including that of my offeree representative, if any, I am capable of evaluating the hazards and merits of making this investment.

(3) I acknowledge that:

(a) I have received the numbered Confidential Offering Circular;

(b) I will use the Confidential Offering Circular only for my purposes; and

(c) I will not further distribute the Confidential Offering Circular except to my designated offeree representative, if any.

(4) If I decide to purchase limited partnership interests in Atrium Towers, Ltd., I will also execute:

(a) A Limited Partners' Signature Page (subscription agreement);

(b) A separate statement designating my offeree representative, if any; and

(c) Such other documents as may be reasonably required to form the partnership and include me and other qualified persons as limited partners.

EXECUTION OF THIS DOCUMENT DOES NOT INDICATE ANY INTENT TO FINALLY PURCHASE THE LIMITED PARTNERSHIP INTERESTS OFFERED IN THE CONFIDENTIAL OFFERING CIRCULAR.

_____ _____

Date Name

_____

Address

This document must be signed and returned to the person from whom you receive the Confidential Offering Circular at the time you receive the attached Confidential Offering Circular since such person must account for each Confidential Offering Circular.

CONFIDENTIAL OFFERING CIRCULAR

Copy No. 88
July 15, 1980

$2,000,000 (40 Units)
of Limited Partnership Interests in
Atrium Towers, Ltd.,
an Oklahoma Limited Partnership (the "Partnership")
The Oil Center Building
2601 Northwest Expressway
Oklahoma City, Oklahoma 73112

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK (SEE "RISK FACTORS")

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES ARE NOT BEING OFFERED OR SOLD TO THE GENERAL PUBLIC BUT ARE PART OF A PRIVATE PLACEMENT TO A LIMITED NUMBER OF OFFEREES WHO QUALIFY FOR INVESTMENT IN THE PROGRAM. THERE ARE SUBSTANTIAL RESTRICTIONS ON TRANSFER OF THESE SECURITIES. SEE EXHIBIT G TO APPENDIX I. FURTHER, THE RESALE OF A UNIT MAY RESULT IN SUBSTANTIAL TAX LIABILITY TO THE INVESTOR. SEE "TAX ASPECTS." ACCORDINGLY, THESE UNITS SHOULD BE CONSIDERED ONLY FOR LONG-TERM INVESTMENT.

SUMMARY OF THE PROGRAM

Terms of the Offering.

Purpose. The Partnership invites a limited number of qualified parties to become Limited Partners in the Partnership, which has been formed for the purpose of constructing two six-story pre-cast office buildings at the northwest corner of Grand Boulevard and Northwest 63rd Street in Oklahoma City, Oklahoma. The buildings are presently under construction and are situated on 4.47 acres of land which has been acquired by the Partnership. Each building will contain approximately 77,000 square feet of net rentable area. The cost of acquiring the land and constructing the buildings is estimated to be approximately $9,066,871. Construction of the buildings is expected to be completed, and the buildings are expected to be ready for occupancy, in October of 1980. The operations of the Partnership will be conducted under a Limited Partnership Agreement (the "Agreement") by Thomas & Company, an Oklahoma general partnership (the "General Partner"). Michael C. Thomas serves as managing general partner of the General Partner.

Interests Offered. The Partnership offers to qualified parties 40 Units of Participation ("Units") in the form of limited partnership interests, at $50,000 per Unit. Minimum subscription is two Units, although the General Partner retains the right to admit certain Limited Partners, in its sole discretion, for a minimum purchase of one Unit. No subscriptions wll be accepted which are made after September 15, 1980, and if $2,000,000 is not subscribed by such date, all amounts paid in by subscribers will be returned promptly without interest. See "Terms of the Offering."

Plan of Distribution. The offering will be made by the Partnership and, possibly, by selected licensed broker/dealers. No commissions, remuneration, or other compensation for selling Units will be paid for any subscriptions procured by the Partnership. If utilized, dealers will be paid cash commissions of not more than 4% of the price of Units sold by them as and when the subscriptions obtained by them are accepted by the General Partner and paid into the Partnership. See "Plan of Distribution" and "Participation in Costs and Revenues."

Contribution of General Partner. The General Partner will contribute not less than $66,871 in cash to the capital of the Partnership.

Compensation. The Michael C. Thomas Companies, Inc., an Oklahoma corporation (the "Thomas Companies"), of which Michael C. Thomas is the sole stockholder and President, will enter into a Leasing Agreement and a Managment Agreement with the Partnership, and the Limited Partners will not be entitled to share in any compensation or profits received by the Thomas Companies pursuant to such agreements. Further, Michael C. Thomas will be paid by the Partnership loan origination fees for services rendered in negotiating and securing the Bank Loan and the Permanent Commitment. In addition, the Partnership will pay the Thomas Companies the Precompletion Management and Lease Up Fee in the amount of $110,000. Thomas Concrete Products Co., an affiliate of the General Partner, is providing the pre-cast concrete for the Improvements and may receive profit therefrom which will not be shared by the Partnership or the Partners. The Partnership will also pay the General Partner the Partnership Management Fee as follows: $35,000 upon admission of additional Limited Partners upon termination of this offering, $35,000 on January 1, 1981, and $1,200 on January 1, 1982 and on January 1 of each year thereafter during the term of the Partnership. In addition, the percentage of Net Profits and Net Cash Flow to which the General Partner is entitled greatly exceeds the percentage of total Partnership capital contributed by the General Partner.

Participation in Net Profits, Net Loss and Net Cash Flow. Net Losses are allocated 60% to the Limited Partners and 40% to the General Partner. Net Profits are credited 50% to the Limited Partners and 50% to the General Partner. The Limited Partners have a preferential right to receive distributions of Net Cash Flow to the extent of a sum equal to 9% of their Investment Accounts (Capital Contributions less proceeds of sale or permanent mortgage refinancing of the Project) annually on a cumulative basis. The General Partner has a cumulative secondary preferential right to distributions of Net Cash Flow in an amount equal to the preferred distributions to which the Limited Partners are entitled. Thereafter Net Cash Flow, if any, is distributed 50% to the General Partner and 50% to the Limited Partners. See "Distributions, Net Profits and Net Losses."

Additional Assessments. After the closing of the Permanent Loan, if additional cash is required for Partnership operations, the General Partner may request additional voluntary capital contributions from the Partners, and failure to pay such an assessment will result in a permanent reduction in the defaulting Limited Partner's interest in the Partnership. See "Assessments."

Tax Status. The General Partner has not and does not intend to apply for a tax ruling from the Internal Revenue Service, but will rely upon an opinion of counsel regarding treatment of the Partnership for tax purposes. See "Tax Aspects - Opinion of Counsel."

TABLE OF CONTENTS

Except as set forth under "Additional Information," no one has been authorized to give any information or make any representation not contained in this Offering Circular, and if given or made, such information or representation must not be relied upon as having been authorized by the General Partner or the Partnership. This Offering Circular does not constitute an offer to sell or a solicition of an offer to buy any securities in any jurisdiction to any person to whom such offer or solicitation may not lawfully be made.

DEFINITIONS

The following terms are used in the Offering Circular in the senses ascribed below. For more complete definitions, see Appendix I, Limited Partnership Agreement.

"Adjusted Partnership Capital" means the total of all Net Profits plus all Capital Contributions less all Net Losses and all distributions to the Partners either as capital or earnings, up to the date of any determination with respect thereto. As applied to the account of any Partner, it means the sum total of the proportionate part of all such items which have been charged or credited with respect to such Partner. As of the end of each calendar year, the Adjusted Partnership Capital of the Partnership, and of each Partner, will be determined by first taking the balance thereof as of the end of the next preceding calendar year, adding thereto the Capital Contributions during the current calendar year and the Net Profit of such period, and deducting therefrom the distributions made during, and the Net Loss of, the current calendar year. The account of each Partner reflecting his or its portion of Adjusted Partnership Capital is referred to with respect to any such Partner as his or its "Adjusted Capital Account."

"Agreement" means the Limited Partnership Agreement of the Partnership in the form of Appendix I attached hereto.

"Bank Loan" means the interim loan secured by the Partnership pursuant to the Loan Agreement, dated April 25, 1980, between the Partnership and The First National Bank and Trust Company of Oklahoma City, Oklahoma.

"Building Site" means the real property and appurtenances owned by the Partnership on which the Partnership is presently constructing two six-story office buildings, access ways, parking areas, and related facilities (the "Improvements"), which real property consists of 4.47 acres and is located at the northwest corner of Grand Boulevard at Northwest 63rd Street in Oklahoma City, Oklahoma.

"Capital Contribution Ratio" means, as to each Partner, the percentage of Capital Contributions represented by such Partner's Aggregate Capital Contributions, as the same may be adjusted in the event of the failure of one or more Partners to pay an assessment when due. When used solely with reference to the Limited Partners, the Capital Contribution Ratio of each Limited Partner is the ratio that his or its Aggregate Capital Contributions bears to the Aggregate Capital Contributions of all Limited Partners.

"Capital Contributions" means the total of the contributions to the Partnership capital of all Partners. The contributions to the Partnership capital by each Partner are referred to as his or its "Aggregate Capital Contributions."

"Net Cash Flow" means the amount, if any, by which the Proceeds for any calendar year exceed the sum of Operating Costs and additions to the Replacement Reserve for such calendar year.

"Net Loss" means the excess of all costs and expenses, including depreciation, of the Partnership during a calendar year allowable as deductions in computing federal income taxes under the provisions of the Internal Revenue Code of 1954, as amended (the "Code"), over gross income of the Partnership during such calendar year, and which shall be determined in accordance with the cash method of accounting.

"Net Profit" means the excess of gross income of the Partnership during a calendar year over all costs and expenses, including depreciation, of the Partnership during such calendar year allowable as deductions in computing federal income taxes under the provisions of the Code, and which shall be determined in accordance with the cash basis method of accounting.

"Operating Costs" means all costs and expenses paid in cash by the Partnership during a calendar year, including, without limitation, payments of principal and interest on any indebtedness of the Partnership (including the Bank Loan and the Permanent Loan, but exclusive of cash payments by the Partnership (i) from funds previously set aside as a Replacement Reserve, or (ii) to acquire the Building Site, or (iii) to construct the Improvements).

"Partnership Management Fee" means the amounts payable to the General Partner for managing and supervising the business and affairs of the Partnership as set forth in paragraph 4.8 of the Agreement.

"Permanent Commitment" means the permanent mortgage loan commitment to the Partnership attached as Exhibit F to the Agreement.

"Permanent Loan" means the loan to the Partnership contemplated by the Permanent Commitment.

"Precompletion Management and Lease Up Fee" means the fee in the amount of $110,000 payable to the Thomas Companies for services rendered during the completion and lease up period, such as assistance to tenants preparatory to their occupancy,

coordination of construction of tenant finish work, negotiation of contracts pertaining to operation of the Improvements, on-site inspections and services related thereto.

"Proceeds" means gross cash receipts of the Partnership from all sources during any calendar year, exclusive of (i) the Capital Contributions, (ii) proceeds from the Bank Loan and the Permanent Loan, (iii) proceeds from permanent mortgage refinancing of the Project, and (iv) proceeds of sale realized by the Partnership in connection with the dissolution of the Partnership.

"Project" means the Building Site and the Improvements.

"Purchase Money Mortgage" means the purchase money mortgage, attached as Exhibit A to the Agreement, presently covering the Project.

"Purchase Money Note" means the purchase money note executed and delivered by the Partnership to Southwest Title & Trust Company, as trustee for certain affiliates and general partners of the General Partner, attached as Exhibit A to the Agreement, in consideration of the purchase of the Building Site.

"Replacement Reserve" means an account maintained by the Partnership to provide the funds with which to pay for capital repairs or replacements of Partnership property; the establishment thereof and additions thereto shall be made from time to time to the extent that Proceeds are available in such amounts as the General Partner deems necessary or desirable.

RISK FACTORS

A party contemplating an investment in the Partnership should give careful consideration to the risks involved, including those summarized below.

1. Risk of Real Estate Ownership. The Partnership's investment in the Project will be subject to risks generally incident to the ownership of real property, including the uncertainty of cash receipts to meet fixed obligations and the possibility of adverse changes in national economic conditions, the investment climate for real estate, local market or economic conditions or neighborhood characteristics, interest rates, availability of mortgage funds for permanent financing or refinancing, real estate taxes and other operating expenses and governmental rules and fiscal policies. The Partnership will be subject to the risks of inability to attract or retain tenants as a result of adverse changes in local real estate markets or other factors.

2. Risks Relating to Funding the Permanent Commitment. The Partnership has obtained the Permanent Commitment from The National Life and Accident Insurance Company ("National") in the maximum amount of $7,000,000. Most permanent loan commitments provide that the permanent lender will fund a portion of the loan amount upon completion of construction of the improvements, irrespective of whether the borrower has successfully leased such improvements. However, the Permanent Commitment differs from customary permanent loan commitments in that National is not obligated to fund any portion of the Permanent Loan unless the Partnership satisfies certain rental achievement requirements set forth therein. Thus, unlike most permanent loan commitments, National is not obligated to fund any part of the Permanent Loan solely upon completion of the Improvements.

Between June 1, 1980 and June 30, 1981 (or such earlier date as National may elect), National will fund the Permanent Loan for the full amount of $7,000,000 provided that all conditions of the Permanent Commitment have been met, including requirements that there be in full force and effect tenant occupancy leases generating minimum annual rental income of not less than $1,272,600 from not more than 121,200 square feet of gross rentable area of the Improvements and that an overall occupancy of the Improvements of not less than 80% of net rentable area has been achieved. If such maximum rental achievement requirement has not been met prior to June 30, 1981, and upon completion of the Improvements, National will fund the reduced amount of $6,850,000 or $6,640,000 provided all conditions of the Permanent Commitment have been met, including the requirement that there be in full force and effect tenant occupancy leases generating minimum annual rental income of not less than $1,242,300 or $1,212,000, respectively, from not more than 121,200 square feet of gross rentable area and that an overall occupancy of not less than 80% of net rentable area has been achieved. If none of the three rental achievement requirements has been met by June 30, 1981, the Permanent Commitment will be extended until February 28, 1982, to allow the Partnership additional time to meet the rental achievement requirement. However, if none of the three rental achievement requirements has been met by February 28, 1982, the Permanent Commitment will expire by its terms. Accordingly, there is no assurance that the Permanent Loan will be made or that it will be on terms suitable to the Partnership.

In the event the Permanent Loan is not obtained, or is not obtained in sufficient amount, the General Partner has guaranteed the Bank Loan, which matures on the date of funding of the Permanent Loan but not later than February 28, 1982. In the event the Permanent Loan is not obtained, alternate suitable permanent mortgage financing is not obtained and the General

Partner defaults on its guarantee, the Partnership might have to dispose of the Project under circumstances which would be unfavorable to the Partnership and the Partners, or the Project may be lost through foreclosure. Further, in order for the Partners to fully benefit from tax losses in the early years of the Partnership, it is important that the permanent mortgage financing be "nonrecourse", and there are potential adverse federal income tax consequences if the General Partner makes a nonrecourse loan to the Partnership in order for the Partnership to repay the Bank Loan. See "Federal Income Tax Consequences - Basis of Units."

3. Risks of Leverage. The Partnership has and will continue to finance a major portion of the cost of the Building Site and the Improvements with borrowed funds consisting of the Purchase Money Note and proceeds of the Bank Loan. The Purchase Money Note is payable on or before June 30, 1981, without penalty, and is expected to be paid upon closing of the Permanent Loan, although it may be paid out of the proceeds of the offering. The Bank Loan has a short term maturity date and must be paid in full in accordance with its terms. The expected source of repayment of the Bank Loan is the Permanent Loan. Further, principal and interest payments on the Permanent Loan, if obtained, must be made regardless of rental income from the Project. The Permanent Loan, if obtained, will be nonrecourse, such that in the event of default National may look solely to the Project for satisfaction of the loan. If payments of principal and interest are not made when due, the Partnership may sustain a total loss of the Project by reason of foreclosure. Such a foreclosure could also result in adverse federal income tax consequences to the Limited Partners. See "Federal Income Tax Consequences."

4. Possible Cost Overruns. There is the possibility that the cost of the Project could exceed the Cost Estimate, attached hereto as Exhibit B. Among other things, it should be noted that the Cost Estimate does not include a contingency reserve and financing expenses assume that the Permanent Loan will be closed for the maximum amount of $7,000,000 on June 30, 1981 (the earliest date provided by the Permanent Commitment). If total cost of the Project (determined as of the date of closing the Permanent Loan) exceeds the Cost Estimate, the Partnership Agreement provides that the General Partner shall make additional contributions to the capital of the Partnership to be used to pay and discharge all such excess costs. However, the General Partner will be responsible for interest on the Bank Loan after June 30, 1981, only to the extent that it exceeds interest that would have been accrued on the Permanent Loan had it been closed on such date. Moreover, such payment of cost overruns by the General Partner is not insured by an independent institutional surety, and there can be no assurance that the General Partner would be able to satisfy such obligation if called upon to do so. Thus, the Partnership could be responsible for all or a portion of any cost overruns that are incurred. Since interest payable by the Partnership pursuant to the Bank Loan is based

upon the prime rate, as it may change from time to time, there is no assurance that interest payable will not exceed the amount included in the Cost Estimate. Finally, the contractor engaged for construction of the Project is not bonded, and, although the General Partner believes the contractor is financially responsible and will be able to perform, there can be no assurance of performance.

5. Federal Income Tax Risks. There are various federal income tax risks of an investment in the Units. The Internal Revenue Service (the "IRS") has been actively re-examining the tax treatment of partnerships and real estate investments. In addition, the Tax Reform Act of 1976 (the "Reform Act") made substantial revisions in the Internal Revenue Code of 1954 (the "Code"). Many of these changes affect the tax treatment traditionally available to real estate investors. Although the overall affect of the Reform Act varies from taxpayer to taxpayer, in general, it adversely affects the tax treatment of an investment in a real estate limited partnership and may increase tax liabilities resulting from such investment. Although references to the provisions of the Reform Act and the Revenue Act of 1978 (the "Revenue Act") relevant to an investment in the Partnership are generally set forth under "Federal Income Tax Consequences," each potential investor is strongly urged to consult his own tax adviser concerning the effects of federal income tax statutes, including the Reform Act and the Revenue Act, on his individual tax situation.

The Partnership has not applied to the IRS for an advance ruling that it will be classified as a partnership rather than as an association taxable as a corporation for federal income tax purposes. The Partnership will rely on an opinion of counsel to such effect, but such opinion is not binding upon the IRS. In the event the Partnership is treated for tax purposes as an association taxable as a corporation, all items of income, gain, loss, deduction and credit of the Partnership would only be reflected on its tax returns, the Partnership would be subject to tax at corporate tax rates, and all or any part of any distributions made to the Partners would be treated as dividends to the extent of the Partnership's current and accumulated earnings and profits.

If the IRS audits the income tax return of the Partnership, the individual returns of the Limited Partners also might be audited. The audit of the Limited Partners' returns could result in adjustment both of items related to the Partnership and unrelated items.

Investors should be aware that: (a) deductions and credits claimed by the Partnership may be challenged by the IRS

and ultimately disallowed; (b) the amount of tax payable on taxable income to a Limited Partner from the Partnership, particularly after the Partnership has conducted operations for a number of years, may exceed the cash available for distribution to such Limited Partner, thereby resulting in an out-of-pocket expense to such Limited Partner; (c) the sale or transfer of the Project by the Partnership or Units by a Limited Partner may result in adverse federal income tax consequences to Limited Partners or such Limited Partner and (d) future legislation, administrative or judicial action could adversely affect federal income tax consequences of an investment in Units. Income to the Limited Partners from the Partnership will not be personal service income and may be taxed at federal income tax rates of up to 70%.

6. Illiquid Investment. Because of the limited sales of Units in the Partnership, there will be no public market for such Units. Transfer of Units will be restricted by federal and applicable state securities laws. Furthermore, the Agreement imposes limitations on the transfer of Units and restricts the ability of a Limited Partner to designate his assignee as a substitute Limited Partner. Limited Partners should not expect to be able readily to liquidate their interests, if needed. Further, a Limited Partner will own only an interest in the Partnership and will not own directly any interest in the Project or other Partnership properties that he might either sell or borrow against; therefore, his interest may not represent satisfactory collateral for personal loans.

7. Possible Loss of Limited Liability. Generally, Limited Partners will have no voice in the operations of the Partnership, even though they may disagree with decisions made by the General Partner. However, the exercise of certain voting rights accorded to the Limited Partners in the Agreement may result in loss of limited liability of the Limited Partners if such rights are considered taking part in the control of the business under the laws of the State of Oklahoma.

8. Conflict of Interest. The General Partner, its partners and affiliates have and will engage in other operations similar to the operations contemplated by the Partnership, and such activities may result in a conflict of interest with the activities of the Partnership, including conflicts involved in allocating time and those resulting from acting as manager or leasing agent for similar projects. Particularly, the Thomas Companies manages and acts as leasing agent for, and certain affiliates of the General Partner own interests in, The Oil Center Buildings, two office buildings located at 2601 Northwest Expressway in Oklahoma City, which is a distance of less than two miles from the Project. The Leasing Agreement, the Management

Agreement and the Precompletion Management and Lease Up Agreement between the Thomas Companies and the Partnership are not the result of arms-length negotiations, and the Thomas Companies is also the managing general partner of the General Partner.

9. Restrictions on Sale and Refinancing. Once the Permanent Loan has been funded, the Partnership may not sell the Project without the prior written consent of National. Although the General Partner expects that National would consent to the sale of the Project to a qualified purchaser (possibly in consideration of an increase in the interest rate or the payment of transfer fees, or both), there can be no assurance that National's consent could be obtained. Further, the Permanent Loan (if funded) cannot be prepaid until the expiration of 12 loan years (approximately July 1, 1993, if the Permanent Loan is closed on June 30, 1981); beginning in the 13th loan year, the Permanent Loan can be prepaid in full, together with a premium equal to 5% of the unpaid principal balance, which declines 1/2 of 1% per loan year thereafter until maturity. Based on the foregoing, the Partnership's ability (a) to sell the Project subject to the Permanent Loan will be dependent upon first securing National's consent, and (b) to refinance the Permanent Loan will be impaired for a period of 12 years from the date the Permanent Loan is closed.

10. Dissolution of the Partnership. Among other things, the withdrawal or dissolution of the General Partner will result in dissolution of the Partnership. Death or withdrawal of one of the partners of the General Partner will, under certain circumstances, result in dissolution of the General Partner. Dissolution could result in (i) disposition of the Project under unfavorable circumstances, (ii) failure to realize certain anticipated benefits, tax and otherwise, or (iii) a distribution of the Project in kind to the Partners, with resultant loss of limited liability and partnership tax treatment.

TERMS OF THE OFFERING

$2,000,000 in participations (40 Units) in the form of limited partnership interests is being offered hereby. The minimum acceptable subscription will be $100,000 (2 Units), although the General Partner retains the right in its sole discretion to admit certain Limited Partners for a minimum subscription of $50,000 (1 Unit).

Each subscriber must execute two copies of the Limited Partners' Signature Page and, concurrently with the submission thereof to the General Partner, tender the full amount of his subscription. No subscriptions will be accepted which are made after September 15, 1980, and all payments on subscriptions will be refunded without interest if $2,000,000 has not been subscribed by such date.

If acceptable subscriptions to the above amount are obtained, the General Partner, upon termination of the offering, will execute and return one copy of the executed Limited Partners' Signature Page to the subscriber, together with a notice that the offering has terminated, and the subscriber will be admitted to the Partnership. All subscriptions are subject to prior sale, and none will be valid unless and until accepted by the General Partner.

The offering is directed only to persons whose net worth and taxable income are appropriate to such an investment. Additionally, offerees, together with their offeree representatives (if any), must have sufficient knowledge and experience to be capable of utilizing information contained herein and in the Agreement and evaluating the risks involved. Participants must have either (i) a net worth of at least $400,000 (exclusive of home, furnishings and automobiles), or (ii) a net worth of at least $200,000 (exclusive of home, furnishings and automobiles) and an annual income of which some portion (not taking into account any deductions to be realized through participation in the Partnership) is subject to federal income taxation at a rate of not less than 50%. Investors will also be required to make certain representations in order to qualify for the investment (see Limited Partners' Signature Page attached as Exhibit G to the Agreement).

INITIAL LIMITED PARTNERS

Tom A. Thomas, Jr. and Jimmie C. Thomas, the Initial Limited Partners of the Partnership, have each agreed to subscribe to not less than two (2) Units of limited partnership interest.

ASSESSMENTS

The General Partner will not request additional capital contributions from the Limited Partners prior to closing of the Permanent Loan. If additional capital is needed prior to the Permanent Loan closing in order to pay actual Project costs incurred that are in excess of the Cost Estimate, the General Partner shall contribute such funds to the capital of the Partnership. See paragraph 7.5 of the Agreement. After the closing of the Permanent Loan, the General Partner will, from time to time, determine the amounts of cash required by the Partnership, and if additional cash is required, it may request additional capital from the Partners, including the General Partner, in accordance with their respective Capital Contribution Ratios. The General Partner will give written notice of the reason for and the amount of the additional voluntary capital contribution requested to each Partner, who shall have 15 days from the date of the notice to remit his share thereof to the General Partner. If any Partner

fails to furnish his share, the General Partner will give notice of such fact to the nondefaulting Partners, who may pay, within 10 days of the notice, such portion of the unpaid share in the ratio which such Partner's Aggregate Capital Contributions bears to the sum of the Aggregate Capital Contributions of all nondefaulting Partners. The procedure will be repeated until the full amount of the requested contribution is paid, and the General Partner hereby agrees to pay its share of any requested voluntary capital contribution, although it may, in its sole discretion, withdraw the request or discontinue the procedure for collection thereof. In the event of default by any Partner in payment of a request for an additional voluntary capital contribution, the Capital Contribution Ratios of the Partners will be adjusted upward or downward to reflect the default upon completion of the procedure for the collection of such additional voluntary capital contributions. Accordingly, failure to pay an assessment could result in a loss of substantial sums to which the defaulting Partner might otherwise be entitled.

PLAN OF DISTRIBUTION

The offering will be made on a best efforts basis by the Partnership and, possibly, by selected licensed broker/dealers. No commissions or other remuneration for selling Units will be paid for the offer or sale of any Units by the Partnership; cash commissions of up to 4% of the price of Units sold by them will be paid to broker/dealers by the Partnership as and when subscriptions obtained by them are accepted by the General Partner and paid into the Partnership.

Offerees and purchasers of Units in the Partnership are entitled, and in some instances may be required as a condition to acceptance of their subscription, to employ an offeree representative to assist them in evaluating the merits and risks of an investment in Partnership Units. Any offeree representative so employed must comply with the requirements of Rule 146 under the Securities Act of 1933. Neither the General Partner nor the Partnership will pay any fee or commission to, or pay any charges for services rendered by, any such offeree representative in connection with the offering or sale of Units in the Partnership.

PARTNERSHIP ACTIVITIES

The Partnership has acquired a tract of land containing approximately 4.47 acres (approximately 194,713 square feet) at the northwest corner of the intersection of Grand Boulevard and Northwest 63rd Street in Oklahoma City, Oklahoma, and is presently in the process of constructing two six-story, pre-cast office buildings thereon.

Each building will have a gross floor area of approximately 79,208 square feet and net rentable area of approximately 77,000 square feet. The General Partner estimates the total cost of the Project to be $9,066,871. See the Cost Estimate attached as Exhibit B to the Agreement.

The Partnership acquired the Building Site from certain general partners of the General Partner and their affiliates (the "Seller") for $890,656. The price paid by the Partnership for the Building Site was based upon the price offered to the Seller for the sale of a strip of land immediately adjoining the Building Site by the Oklahoma Department of Transportation under threat of condemnation. Nevertheless, there is no assurance that the price paid by the Partnership to the Seller is the fair market value of the Building Site. The Seller had a cost basis in the Building Site of $774,958, and therefore realized a profit of $115,698 upon sale thereof to the Partnership. The Partnership has executed and delivered to the Seller a Purchase Money Note, attached as Exhibit A to the Agreement, in the principal sum of $890,656, the principal sum of which will be due and payable on or before June 30, 1981, without penalty, with interest at a rate of 13% per annum commencing April 25, 1980. The Purchase Money Note is secured by the Purchase Money Mortgage attached as Exhibit A to the Agreement. It is expected that the principal and accrued interest on the Purchase Money Note will be repaid upon closing of the Permanent Loan.

In addition to the Capital Contributions and in order to finance construction of the Improvements and to provide funds necessary to pay other categories of costs set forth in the Cost Estimate, the Partnership has secured an interim loan from The First National Bank and Trust Company of Oklahoma City (the "Bank"). The Bank Loan bears interest on the unpaid principal balance accrued from the date of any advancement at a rate equal to 1 1/4% in excess of the lowest rate regularly charged by the Bank to prime national commercial customers for 90 day unsecured loans (the "Best Rate"). The interest rate on the Bank Loan will be adjusted from time to time during the loan term effective on the date of a change in the Best Rate. Interest on the amounts disbursed pursuant to the Bank Loan will be accrued through the last day of each month and will be paid monthly throughout the loan term not later than the 15th day of the month following each such accrual. Absent default, unless extended by the Bank, the first note ($7,000,000) will be payable on the date of funding under the Permanent Commitment, but not later than February 28, 1982, and the second note ($360,000) will be payable on the date which is twelve months after such date. Three months after the date of funding under the Permanent Commitment, and on the same day of each third month thereafter until maturity, the principal balance of the second note is to be reduced by the sum of $25,000. The Bank Loan is secured by, among other things, the Building

Site, the Improvements, the tenant lease agreements between the Partnership as lessor and other parties as lessees, an assignment to the Bank of all Capital Contributions resulting from sale of Units (and proceeds of all assessments thereon), an assignment of a liquidated damage deposit in the amount of $210,000 (presently on deposit with National in compliance with the Permanent Commitment) and an assignment of the Permanent Commitment. Although the aggregate of Partnership notes made pursuant to the Bank Loan will be $7,360,000, the aggregate advances thereunder will never exceed $7,000,000. The amount of the Bank Loan will, however, not exceed $6,640,000 until such time as National has advised the Bank that the Partnership has satisfied the rental achievement requirements necessary to qualify for disbursement of funds in excess of $6,640,000 under the Permanent Commitment (see below). The Partnership paid a $35,000 commitment fee to the Bank.

The Partnership has also obtained the Permanent Commitment from National. The Permanent Loan will be in a maximum amount of $7,000,000 with interest at the rate of 11.25% per annum. The Permanent Loan will be for a term of fifteen (15) years with monthly installments based on a thirty (30) year level of amortization. The Permanent Loan will be secured by a first mortgage covering the Building Site and the Improvements, and the rents, issues and profits thereof. The Permanent Loan cannot be prepaid, either in whole or in part, until the expiration of twelve (12) loan years from the date of closing the Permanent Loan. Thereafter, the Permanent Loan can be prepaid in full upon notice to National, together with payment of a premium of 5% of the unpaid principal balance thereof if prepayment occurs in the thirteenth (13th) loan year, which percentage declines 1/2 of 1% per loan year thereafter. Further, as long as the Permanent Loan is outstanding, the Project cannot be sold subject to the Permanent Loan without the prior written consent of National.

The closing of the Permanent Loan is to take place after all the conditions to the Permanent Commitment have been met but in no event earlier than June 1, 1981, except at National's option, nor later than February 28, 1982, after which the Permanent Commitment will expire unless extended by National (see below). The Partnership has paid to National the sum of $210,000 to be held by National as a liquidated damage deposit. If the obligations of the Partnership under the Permanent Commitment are not consummated and the Permanent Loan is not closed, National has the right to retain the liquidated damage deposit.

The Permanent Commitment provides that between June 1, 1981, and June 30, 1981, National will fund the $7,000,000 provided all conditions of the Permanent Commitment have been met and, <u>provided further</u>, there is in full force and effect at

designated rental rates tenant occupancy leases generating minimum annual rental income of not less than $1,272,600 from not more than 121,200 square feet of gross rentable area and an overall occupancy of not less than 80% of net rentable area has been achieved. If such rental achievement requirement has not been met prior to June 30, 1981, and upon completion of the Improvements, National will fund the reduced amount of $6,850,000 or $6,640,000 provided all conditions of the Permanent Commitment have been met and, provided further, there is in full force and effect leases at designated rental rates generating a minimum annual rental income of not less than $1,242,300 or $1,212,000, respectively, from not more than 121,200 square feet of gross rentable area and an overall occupancy of not less than 80% of net rentable area has been achieved. If none of the three rental achievement requirements has been met by June 30, 1981, the Permanent Commitment will be extended until February 28, 1982, to allow additional time to meet the rental achievement requirements.

The General Partner, on behalf of the Partnership, has paid National a non-refundable commitment fee in the amount of $35,000 upon its acceptance of the Permanent Commitment.

The Partnership has executed two Construction Agreements with Walter Nashert & Sons, Inc. (the "Contractor") pursuant to which the Contractor has agreed to construct the Improvements at a fixed contract price of $5,909,022. The Contractor is not required to furnish the Partnership a bond from an institutional surety to assure its performance.

If total Project costs (determined on the date the Permanent Loan is closed) exceed the Cost Estimate ($9,066,871), the General Partner has agreed to contribute additional capital to the Partnership to be used to pay and discharge such excess costs. See paragraph 7.5 of the Agreement for the details and the provision limiting the General Partner's responsibility for interest after June 30, 1981.

The Partnership has also executed an Architectural Contract with HTB, Inc. and expects to pay architectural fees of $180,000 thereunder.

The Partnership will execute a Leasing Agreement (Exhibit C to the Agreement), a Management Agreement (Exhibit D to the Agreement) and a Precompletion Management and a Lease Up Agreement (Exhibit E to the Agreement) with the Thomas Companies. See "Compensation."

DISTRIBUTIONS, NET PROFITS AND NET LOSSES

The Agreement provides that the Limited Partners have cumulative rights to preferred distributions of Net Cash Flow at an annual rate equal to 9% of their Capital Contributions,

commencing upon closing of the Permanent Loan and continuing until such time as the Limited Partners receive distributions consisting of proceeds from either permanent mortgage refinancing or sale of the Project equal their Capital Contributions. The General Partner is entitled to secondary preferred distributions from Net Cash Flow in an amount equal to the preferred distributions to which the Limited Partners are entitled. Thereafter, distributions of Net Cash Flow will be 50% to the General Partner and 50% to the Limited Partners. Net Profits of the Partnership are credited 50% to the General Partner and 50% to the Limited Partners, and Net Losses are charged 40% to the General Partner and 60% to the Limited Partners.

Upon dissolution, after Partnership debts are paid, cash and property of the Partnership is to be distributed first in satisfaction of the Limited Partner's Preferred Distribution Accounts, second in satisfaction of the General Partner's Secondary Preferred Distribution Account, third in satisfaction of the balances of positive Adjusted Capital Accounts of the Partners, and finally, all remaining cash and property of the Partnership is to be distributed 50% to the General Partner and 50% to the Limited Partners. In the event cash proceeds or property of sufficient value are unavailable to satisfy the positive Adjusted Capital Accounts of the Partners, distributions are to be made pro rata to the Partners having positive Adjusted Capital Accounts in accordance with the ratio that each Partner's Adjusted Capital Account bears to the combined Adjusted Capital Accounts of all Partners entitled to share in the distributions. Under certain circumstances, distributions of property may be made in kind, in which case distribution values are to be based on the fair market value of the assets distributed. See Article XII of the Agreement.

COMPENSATION

The Thomas Companies, Inc., an Oklahoma corporation (the "Thomas Companies") of which Michael C. Thomas is the sole stockholder, will receive fees and compensation pursuant to the Management Agreement and the Leasing Agreement (see "Proposed Activities") and has no duty to account to the Partnership for any amounts realized pursuant thereto. The Thomas Companies will also receive the Precompletion Management and Lease Up Fee of $110,000. The Contractor has engaged Thomas Concrete Products Co., an affiliate of the General Partner, as subcontractor to provide the pre-cast concrete for the Improvements, and Thomas Concrete Products Co. has no duty to account to the Partnership for any amounts realized pursuant thereto. In addition, the Partnership will pay Michael C. Thomas loan origination fees in amounts equal to 1/2 of 1% of the Bank Loan and 1/2 of 1% of the Permanent Loan for services

rendered in negotiating and securing the Bank Loan and the Permanent Commitment. The General Partner will be paid the Partnership Management Fee in the amounts set forth under paragraph 4.8 of the Agreement.

The entitlement of the General Partner to participate in Net Profits and Net Cash Flow (see "Distributions, Net Profits and Net Losses") may be expected to be greatly disproportionate to the ratio which the General Partner's contribution to Partnership capital bears to contributions to Partnership capital by all Partners.

CONFLICTS OF INTEREST

The interests of the General Partner and its affiliates may conflict with the interests of the Limited Partners in various ways. These conflicts include:

1. Receipt of Fees and Other Compensation by the General Partner and its Affiliates. Execution of the Leasing, Management and Precompletion Management and Lease Up Agreements will result in the payment of fees and other compensation to the Thomas Companies, an affiliate of the General Partner, and such agreements are not the result of the arms-length negotiations.

2. Competition with the Partnership from the General Partner and its Affiliates. The General Partner and its affiliates will continue to engage in operations similar to those of the Partnership and such activities involve conflicts of interest, including obtaining suitable tenants, obtaining personnel and supplies and allocation of time. The Thomas Companies serves as manager and leasing agent for, and certain affiliates of the General Partner own interests in, The Oil Center Building, 2601 Northwest Expressway, Oklahoma City, Oklahoma, and although such building is currently fully leased, such activities and ownership should be expected to involve conflicts of interest both in allocations of time and in obtaining future tenants. The General Partner is only required to devote such time to the affairs of the Partnership as is necessary for the proper performance of its duties under the Agreement, and neither it nor its partners will devote full time to the performance of such duties.

3. Management and Leasing Fees. The management fees and leasing fees to the Thomas Companies are payable whether or not the Partnership is generating cash available for distribution to the Partners. Accordingly, a conflict of interest could arise if the retention of the Project were advantageous to the Thomas Companies but detrimental to the Partnership.

A general partner is accountable to a limited partnership and the partners thereof as a fiduciary and consequently must exercise good faith and integrity in handling partnership affairs. This is a developing and changing area of the law and Limited Partners who have questions concerning the duties of the General Partner should consult with their counsel.

The General Partner may not be liable to the Partnership or Limited Partners for errors in judgment or other acts or omissions not amounting to willful misconduct or gross negligence, since provision has been made in the Agreement for exculpation of the General Partner. Therefore, purchasers of the Units have a more limited right of action than they would have absent the limitation in the Agreement. The Agreement further provides for indemnification of the General Partner by the Partnership for liabilities it incurs in dealings with third parties on behalf of the Partnership. To the extent that indemnification provisions purport to include indemnification for liabilities arising out of the Securities Act of 1933, in the opinion of the Securities and Exchange Commission, such indemnification is contrary to public policy and is, therefore, unenforceable.

MANAGEMENT

MICHAEL C. THOMAS, managing general partner, age 30, is a 1972 graduate of the University of Oklahoma's business school, majoring in management and finance. During his university training, emphasis was placed on real estate curriculum, and at that time he completed requirements and testing to receive an Oklahoma Real Estate License and currently holds a broker's license. After graduation, Mr. Thomas worked for Thomas Concrete Products Co. as Human Resources Director. While still employed by Thomas Concrete Products Co., Mr. Thomas became involved in the final development and liaison for the owners of The Oil Center Buildings. In 1973, he became responsible for management of The Oil Center West office building. In November, 1977, Mr. Thomas left Thomas Concrete Products Co. and entered into real estate development, leasing and management of office buildings in the Oklahoma City market. During the development stage of The Oil Center Building East, he worked in the areas of real estate financing, leasing, management and development of The Oil Center complex. Currently he is president of The Michael C. Thomas Companies, Inc., an organization dealing in consulting, financing, syndication, leasing and management of suburban office space in the Oklahoma City market. The Michael C. Thomas Companies, Inc. currently holds management and leasing contracts with the owners of The Oil Center Buildings. He is a member of the Building Owners and Managers Association, the Institute of Real Estate Management, and the Developers Council of Oklahoma City.

PAUL A. MARSH, JR., age 47, graduated from the University of Oklahoma in 1955 with a degree in business with a marketing major. After graduation, Mr. Marsh was a naval officer until leaving the service in 1957. Upon returning home, he entered into management of the Muskogee Furniture Company, a furniture retailer in Muskogee, Oklahoma. In 1964, Mr. Marsh moved to Oklahoma City to join the firm of Thomas Concrete Products Co. in the sale and marketing of concrete components. He is currently vice president of that firm in charge of marketing and sales. Mr. Marsh is also involved in industrial real estate development in Norman, Oklahoma, as well as investments in residential income property in Oklahoma City. He is also a licensed real estate associate in the State of Oklahoma.

TOM A. THOMAS, III, age 33, graduated from the Oklahoma Military Academy in 1967. He also attended East Central State University in Ada, Oklahoma, majoring in business. Upon leaving the university he was employed by the American Crane Company, an erector of precast concrete commercial buildings in Oklahoma. In 1970, he moved to Atlanta, Georgia, and was employed as a sales representative by Williams Brothers, makers of a redi-mix concrete product. In 1971, Mr. Thomas co-founded Thomas & Smith, a residential developer and builder of single family housing in suburban Atlanta. In 1974, Mr. Thomas returned to Oklahoma City and was employed by Thomas Concrete Products Co., a manufacturer of concrete building components. He is currently vice-president in charge of production of the precast-concrete division.

TIMOTHY N. THOMAS, age 32, attended the University of Oklahoma and East Central State University in Ada, Oklahoma, majoring in business. Upon leaving the university, he was employed by the American Crane Company, an erector of precast concrete commercial buildings in Oklahoma. In 1975, Mr. Thomas became affiliated with Thomas Concrete Products Co., a manufacturer of concrete building components used in commercial building. Mr. Thomas is now vice-president of Thomas Concrete Products Co. in charge of hauling and erection.

Messrs. Michael C. Thomas and Tom A. Thomas, III, are brothers, Mr. Timothy N. Thomas is their cousin and Paul A. Marsh, Jr. is their uncle.

FEDERAL INCOME TAX CONSEQUENCES

The following discussion summarizes certain of the federal income tax principles applicable to the Partnership and the Partners. This discussion is based on the Internal Revenue Code of 1954, as amended (the "Code"), including the amendments thereto resulting from passage of the Tax Reform Act of 1976 (the "Reform Act") and the Revenue Act of 1978 (the "Revenue Act"), regulations promulgated under the Code and published rulings and court decisions as in effect on June 30, 1980. No assurances can be given that future legislation or administrative changes or court decisions will not significantly modify the statements herein. Any such changes may or may not be retroactive with respect to transactions completed prior to the effective dates of such changes.

Considerable uncertainty currently exists concerning various tax aspects of real estate limited partnerships. The effect of the Reform Act and the Revenue Act on the taxation of real estate limited partnerships depends on future interpretations of these statutes by the judiciary and the Internal Revenue Service (the "IRS"). Furthermore, the applicable rules, regulations and interpretations in the area of real estate limited partnerships are under continuing review of the IRS. Changes in such rules, regulations or interpretations could adversely affect the Partnership and the Limited Partners.

There can be no assurance, therefore, that some of the deductions and credits claimed by the Partnership, or the allocation of items of income, gain, loss, deduction and credit among the Partners, may not be challenged by the IRS. Final disallowance of such deductions or reallocation of such items could adversely affect the Limited Partners. Each prospective Limited Partner is therefore urged to consult his own tax advisor with respect to the federal and state income tax consequences arising from the purchase of Units.

Classification as a "Partnership"

The Partnership has not applied for an advance ruling from the IRS that the Partnership will be classified as a partnership and will not be treated as an association taxable as a corporation for federal income tax purposes. The Partnership has received an opinion from McAfee & Taft A Professional Corporation that under current federal income tax laws and regulations, the Partnership will be classified as a partnership, and not as an association taxable as a corporation, for federal income tax purposes. However, unlike

a tax ruling, an opinion of counsel has no binding effect or official status of any kind, and no assurance can be given that the conclusions reached in such opinion would be sustained by a court if contested by the IRS. Thus, in the absence of a tax ruling, there can be no assurance that the IRS will not treat the Partnership as an association taxable as a corporation.

The opinion of counsel is conditioned upon the partners of the General Partner maintaining a substantial net worth. There can be no assurance that the partners of the General Partner will maintain their current net worth (see "Financial Status of the General Partner"). In the event that the partners of the General Partner cease to have a substantial net worth, the IRS might treat the Partnership as an association taxable as a corporation.

If the Partnership were treated for federal income tax purposes as a corporation in any taxable year, income, deductions and credits of the Partnership would be reflected only on its tax return rather than being passed through to the Partners. In such event, the Partnership would be required to pay income tax at corporate tax rates (presently ranging from 17% to 46% on its taxable income), thereby reducing the amount of cash available to be distributed to the Limited Partners. In addition, distributions to the Limited Partners would be treated as ordinary dividend income to the extent of the Partnership's current and accumulated earnings and profits, regardless of the source from which they were generated. Moreover, a change in the federal income tax status of the Partnership from a partnership to an association taxable as a corporation would create certain federal income tax liabilities for the Limited Partners. The effect of the foregoing would be to reduce substantially the effective yield on an investment in Units.

The Partnership will contest any adverse IRS determination concerning the Partnership's tax status. However, investors should be aware that in the event the Partnership should contest any adverse IRS determination concerning the Partnership's tax status, such action would result in the incurrence of additional expenses by the Partnership.

Taxation of Limited Partners on
Profits or Losses of the Partnership

Under the Code, no federal income tax is paid by a partnership as an entity. Each partner, however, is required to report on his federal income tax return his allocable share (usually as determined by the partnership agreement)

of the income, gains, losses, deductions and credits of the partnership, whether or not any actual cash distribution is made to such partner during his taxable year. Thus, an investor's tax liability may exceed the cash distributed to him in a particular year. A partner is entitled to deduct on his personal income tax return his allocable share of partnership losses, if any, to the extent of his tax basis in his partnership interest at the end of the partnership year in which such losses occur. See "Basis of Units." The characterization of an item of profit or loss (e.g., as capital gain or ordinary income) will usually be determined at the partnership level.

The Limited Partners' distributive shares of Partnership taxable income will not qualify as "personal service income" under the Code, which is taxed at a maximum rate of 50%. See "Maximum Tax on 'Personal Service Income'." Accordingly, taxable income from the Partnership will be taxed at regular rates, which for federal income tax purposes may be as high as 70%.

Although the Partnership will not pay any federal income taxes, it will file an annual informational federal income tax return. See "Partnership Tax Returns and Tax Information" below.

Basis of Units

Generally, the tax basis of a limited partner's interest in a partnership is equal to its cost, reduced by the partner's share of partnership distributions and losses and increased by his share of partnership income and of any liability to which a partnership property is subject, up to the fair market value of the property, but for which no partner or the partnership is personally liable. Such liabilities are referred to as "nonrecourse" liabilities. A limited partner's share of nonrecourse liabilities is determined by the proportion in which he shares in the profits of the partnership. The Permanent Loan will be of a nonrecourse character. However, in the event the Permanent Loan is not closed and alternative financing is obtained only on a recourse basis, the Limited Partners may not have sufficient tax basis to utilize anticipated tax losses. In Rev. Rul. 72-135, 1972-13 I.R.B. 16, the IRS held that in the case of a limited partnership formed to explore for oil and gas, nonrecourse loans from a general partner will be treated as contributions to capital, and therefore not increase a limited partner's basis.

Although a limited partner's basis in his interest is increased by his proportionate share of the partnership's nonrecourse liabilities, Section 465 of the Code limits the amount of losses that he can deduct as a result of any partnership activity other than the "holding of real property" to the amount that he is "at risk" for such activity at the close of the partnership's taxable year. An investor in the Partnership initially will be "at risk" only to the extent of the amount of cash that he contributes to the Partnership. In subsequent years, such amount will be increased to the extent that the investor recognizes income from his investment in the Partnership and reduced to the extent that he has deducted losses or received cash distributions from the Partnership. Because the Partnership expects that its activities will constitute the "holding of real property," it is not anticipated that Section 465 of the Code will result in any significant limitation upon the deduction of losses stemming from the Partnership's activities. However, it is likely that the Partnership will provide a limited amount of services and personal property to its tenants in connection with the real property that it will own. The provision of such services and personal property may be considered by the IRS to constitute a separate activity for purposes of Section 465 of the Code. In such event, an allocation of the income, deductions and basis of the Partnership's activities would have to be made, and each Limited Partner's losses from the Partnership's activity of providing services and personal property would be limited to the amount that he is at risk with respect to that activity.

Cash Distributions

Cash distributions from a partnership are generally not equivalent to partnership income as determined for income tax purposes or as determined under generally accepted accounting principles. If cash distributions to a Limited Partner by the Partnership in any year, including the Limited Partner's share of any reduction in nonrecourse liabilities, as described below, exceed his share of the Partnership's taxable income for that year, the excess will not be reportable as taxable income by the Limited Partner for federal income tax purposes, although it wll reduce the tax basis of his Units. If the tax basis of a Limited Partner in his Units is reduced to zero, his share of any subsequent cash distributions for any year, including his share in any reduction in nonrecourse liabilities, in excess of his share of Partnership taxable income for such year will be taxable to him as though it were a gain on the sale or exchange of his Units. See "Sale or Foreclosure of Partnership Properties" and "Sale or Transfer of Units."

A decrease in a Limited Partner's proportionate share of the Partnership's nonrecourse liabilities (as, for example, when a nonrecourse debt is paid off in whole or in part, a nonrecourse liability is discharged through foreclosure, the Partnership sells a property subject to a nonrecourse debt, nonrecourse debt is refinanced with recourse debt or a Partner sells his Units) is treated for tax purposes as though it were a cash distribution to the Limited Partner.

Partnership Allocations

Net Profits or Net Losses for federal income tax purposes will be allocated among the Partners in accordance with the Partnership Agreement. The Code provides that an allocation by a partnership of income, gain, deduction, loss or credit (or item thereof) will be disallowed and reallocated if such allocation does not have "substantial economic effect." Existing precedents provide little guidance concerning the circumstances under which allocations such as the allocations of Net Profits or Net Losses for tax purposes set forth in the Agreement will be deemed to have substantial economic effect. Although the General Partner believes that these allocations have substantial economic effect, there can be no assurance that they will be upheld if contested by the IRS. The Code provides that if an allocation to a partner does not have substantial economic effect, it will be reallocated in accordance with the partner's interest in the partnership, determined by taking into account all facts and circumstances.

Tax Liabilities in Later Years

After the Partnership has conducted operations for a certain number of years, Net Profits for tax purposes allocable to the Limited Partners in some years may exceed the amount of cash distributed to them in such years. This situation typically results when a partnership's nondeductible mortgage amortization payments exceed its depreciation deductions. If a Limited Partner's tax liabilities from the Partnership in any year exceed the amount of cash distributed to him, he will be required to pay such liabilities with funds from other sources.

Deductibility of Fees

No assurance can be given as to the deductibility for federal income tax purposes of any fees payable to the General Partner or its affiliates. In general, it is expected that the Partnership Management Fee will be deducted in the years paid (the periods for which the services are to be

performed), and that the Precompletion Management and Lease Up Fee will be deducted in 1980 (the period during which the services are to be performed). However, in the case of the latter fee the IRS may take the position that the fee should be capitalized, allocated to the components comprising the Improvements and depreciated accordingly. In the case of the Partnership Management Fee, the IRS has taken the position that a payment to a partner, determined without regard to the income of the partnership, is deductible only if it is an ordinary and necessary business expense which is reasonable in amount. Therefore, there can be no assurance as to the ultimate tax treatment of such fees. (see "Compensation"). The leasing fees payable to the Thomas Companies pursuant to the Leasing Agreement are expected to be amortized over the terms of the tenant occupancy leases to which such fees relate. The loan origination fee payable to Michael C. Thomas for the Permanent Loan is expected to be capitalized and amortized over a fifteen year period (the term of the Permanent Loan). The loan origination fee payable to Michael C. Thomas for the Bank Loan is expected to be amortized over a two year period. The Partnership intends to deduct the monthly management fee payable to the Thomas Companies in accordance with the Management Agreement (see "Compensation"). However, it has been held that by at least one court that management fees paid to a partner which were based on a percentage of the partnership's gross income were not deductible as ordinary and necessary business expenses, but constituted distributions of partnership income. The disallowance of the deductibility of any fees would result in an increase in the taxable income of the Limited Partners from the Partnership with no associated increase in cash available for distribution with which to pay any resulting increase in tax liability.

Organization and Syndication Expenses

The Reform Act provides that no deduction shall be allowed to a partnership or any partner for amounts paid or incurred to organize the partnership (organizational expenses) or to promote the sale of, or to sell, an interest in such partnership, such as commissions (syndication costs). However, a partnership may elect to deduct ratably over a period of not less than 60 months (beginning with the month in which a partnership begins business) organizational expenses (but not syndication expenses) of the partnership. The Partnership will elect to amortize the Partnership organization costs over a 60-month period.

Depreciation

Current federal income tax law permits the owner of improved real property to take depreciation deductions based on the entire cost of the depreciable improvements, even though such improvements are financed in part with borrowed money. Depreciation on new commercial property is limited to the 150 percent declining balance method of depeciation, and the Partnership intends to use such method, although certain components may be depreciated under either the straight-line method or the double declining balance method. The Partnership will make allocations of cost as between the Building Site ($890,656) and the Improvements and among the various components comprising the Improvements and adopt useful lives for such components. While the General Partner believes that such allocations and useful lives will be reasonable, no assurance can be given that the IRS will accept the Partnership's position with regard to either such allocations or the useful lives assigned to the components. The Partnership will compute depreciation on the building shell using a useful life of 40 years, and will compute depreciation on the other components of the Improvements using various other useful lives. There can be no assurance that the useful lives which the Partnership proposes to utilize will be allowed by the IRS without challenge.

The factors upon which a determination of useful life of the separate components is made include the wear and tear to which the building and its components are subject in connection with their use, weather conditions, and the rate at which the building and its components may be expected to become obsolete for technological or other reasons. If the IRS should successfully challenge the allocation of costs to the various components of the Improvements, the useful lives of such component parts, or the depreciation methods used, the amount of the depreciation deductions could be substantially reduced and the Partners would be subject to adjustments to taxable income or loss from the Partnership. Upon the disposition (including a sale or disposition resulting from the enforcement of a mortgage or security interest) of real property depreciated under an accelerated method of depreciation, that portion of the depreciation ("excess depreciation") theretofore deducted in excess of straight-line depreciation may be subject to recapture (i.e., taxable as ordinary income). The excess of accelerated over straight-line depreciation on most depreciable real property (other

than residential rental property) is subject to being fully recaptured as ordinary income when the property is sold, regardless of how long it is held before sale. Additionally, all depreciation taken on real property sold within one year of its acquisition may be recaptured. The Code also provides that all depreciation on tangible personal property is subject to being fully recaptured as ordinary income to the extent of any gain recognized when personal property is sold. The Partnership will own some items of personal property and, accordingly, may be subject to depreciation recapture with respect thereto. See also "Minimum Tax on 'Tax Preferences'."

Refinancing of Partnership Property

No gain or loss will be recognized on the refinancing of a mortgage loan on a property if the new mortgage is nonrecourse and the amount of the new loan equals or exceeds the unpaid balance of the old loan. Any sale or refinancing proceeds distributed to a Limited Partner from a new nonrecourse mortgage loan which equals or exceeds the unpaid balance of the old mortgage loan will not be taxable income to the Limited Partner if his tax basis in his Units equals or exceeds the amount distributed. To the extent that the amount of any new nonrecourse mortgage loan (up to the fair market value of the property securing the loan) exceeds the existing mortgage loan, each Limited Partner will increase his basis in his Units by his pro rata share of such increase. Each Limited Partner's basis in his Units will be decreased by the amount of any cash proceeds of such new mortage loan distributed to him.

Sale or Foreclosure of Partnership Properties

Any gain recognized by the Partnership on the sale or other disposition of its property will be treated as capital gain except to the extent of any depreciation recapture (described above), unless the Partnership is determined to be a "dealer" in real estate for federal income tax purposes. If the Partnership is deemed to be a "dealer," any gain on the sale or other disposition of its property would be treated as ordinary income. In general, involuntary transfers of a property, such as by mortgage foreclosure, will have the same tax consequences as a sale.

The Partnership has not been organized to engage in the business of buying and selling real properties, and, accordingly, the General Partner does not believe that the Partnership will be treated as "dealer" in real property.

Under certain circumstances, the net cash proceeds distributed from the sale or other disposition of Partnership property may not be sufficient to pay the tax liability of a Limited Partner resulting from such event. Such circumstances include: (i) the sale of property subject to an existing mortgage loan, since in determining taxable gain from such a sale the outstanding principal amount of the loan is included along with any cash proceeds from the sale in determining the amount realized by the Partnership, while the basis of the property (the amount subtracted from the sales price in determining gain) may have been substantially reduced through previous depreciation deductions; (ii) the sale or transfer of property pursuant to foreclosure of a mortgage; and (iii) the sale of property at a time when all or part of the net proceeds therefrom may have to be applied by the Partnership to meet other obligations.

Sale or Transfer of Units

Upon the sale by a Limited Partner of his Units, he will be deemed to have received, in addition to all amounts actually paid or to be paid to him, an amount equal to his pro rata share of the Partnership's existing nonrecourse mortgage indebtedness. Therefore, depending on the extent to which the Partnership utilizes borrowings, it is possible that the gain recognized upon the sale of a Unit and, in some cases, the income taxes payable with respect to such gain, may exceed the cash proceeds from the sale. Gain recognized by a Limited Partner who is not a "dealer" with respect to his Units will generally be taxable as long-term capital gain if the Units have been held for more than one year. That portion of the seller's gain allocable to "appreciated inventory items" and "unrealized receivables" (as defined in Section 751 of the Code) will be treated as ordinary income. Included in "unrealized receivables" is depreciation recapture determined as if the seller's proportionate share of all of the Partnership's properties had been sold at that time.

Section 754 Election

Section 754 of the Code permits partnerships to elect to adjust the basis of the partnership property upon sale or other disposition of partnership interests and upon the distribution of property by the partnership to a partner. The general effect of such an election is that transferees

of interests are treated, for purposes of computing depreciation and gain, as though they had acquired a direct interest in the partnership assets, and the partnership is treated for such purposes, upon certain distributions to the partners, as though it had newly acquired an interest in the partnership's assets and therefore a new cost basis in such assets. Any such election is irrevocable without the consent of the IRS. As a result of the complexities and added expense of the tax accounting required to implement such an election, the Agreement provides that such an election will be made only in the discretion of the General Partner, and the transferee partner must reimburse the Partnership for any resulting accounting expenses.

Construction Expenses

Many expenditures paid in connection with the construction of improvements on real property may have to be capitalized. In addition to the direct costs of construction, loan commitment fees, leasing commissions, appraisal fees and discount points, among other expenses, may have to be capitalized in whole or in part. The Reform Act provides that interest and real estate taxes incurred during the period of construction of real property which would otherwise be deductible must be capitalized in the year paid or incurred and amortized over a specific period. Such period is eight years (not necessarily consecutive) for construction interest and taxes paid or incurred in 1980 with respect to commercial real property, increasing by one year annually thereafter until 1982, when it reaches a permanent level of ten years.

Termination of the Partnership

Under Section 708(b) of the Code, if (a) at any time no part of the business of the Partnership continues to be carried on by any of the Partners of the Partnership, or (b) within a 12-month period 50% or more of the total interests in Partnership capital and profits are sold or exchanged, a termination of the Partnership would occur for federal income tax purposes, and the taxable year of the Partnership would close. The properties of the Partnership would be treated as distributed to the Partners, which might result in the recognition of taxable gain or loss by the Partners. Following this deemed distribution, a contribution of the distributed properties, in the form of undivided interests, would be deemed to be made to a new partnership.

Also, in order to be eligible for accelerated depreciation (see "Depreciation" above), the Partnership must be the "first user" of the Project, that is, the owner of the Project

at the time it is first put to "original use." Under applicable Treasury Regulations, the contribution of property (including cash) to a partnership by a new partner is not considered a sale or exchange. Based on such Treasury Regulations, the addition of new Partners would not appear to terminate the Partnership even if the new Limited Partners are entitled to more than 50% of Partnership capital and profits. However, under Treas. Reg. Sec. 1.731-1(c)(3), the contribution of new capital by the new Partners might be considered constructively to be a sale of Partnership interests from the original Partners to the new Partners, especially if the funds contributed by the new Limited Partners are paid out immediately to the General Partner or an affiliated entity. Because the additional Limited Partners are being brought into the Partnership at an early enough stage so that their contributions can be earmarked as going into the cost of finishing construction of the Project and/or of carrying the Project during the "rent-up period," such Treasury Regulation would appear to be inapplicable and "first user" status would appear to be available to the Partnership.

Treatment of Liquidating Distributions

Generally, upon liquidation of the Partnership, a Limited Partner will recognize income only to the extent that he receives a distribution of cash (including a proportionate share of any reduction in Partnership nonrecourse liablities) in excess of his adjusted basis in his Units at the time of distribution. A Limited Partner will recognize loss upon liquidation of the Partnership to the extent of the excess of his basis in his Units over the sum of any cash distributed to him and his basis in any unrealized receivables and inventory (as defined in Section 751 of the Code) distributed to him, if such liquidating distribution consists solely of cash and such receivables and inventory. Any such gain or loss is considered as gain or loss from the sale of the Partner's Units. The basis of any property other than money distributed to a Limited Partner in liquidation of his Units is equal to the Partner's basis in his Units reduced by any money distributed to him in the same transaction.

Capital Gains and Losses

A noncorporate taxpayer may deduct 60% of any net capital gains (the excess of net long-term capital gains over net short-term capital losses) in any taxable year from his gross income. The remaining 40% of the net capital gain is includible in gross income and subject to taxation at the otherwise applicable rates. Thus, the maximum rate of taxation

on net capital gains is 28%, subject, however, to increase by reason of alternative minimum tax. See "Minimum Tax on 'Tax Preferences'." Only 50% of the net long-term capital losses may be deducted from ordinary income, and the amount of ordinary income against which net capital losses may be deducted is limited in each year to the lesser of taxable income in excess of the zero tax bracket amount or $3,000. Capital assets held for more than one year wll be subject to long-term capital gain or loss treatment.

Minimum Tax on "Tax Preferences"

The Code imposes an "add-on" minimum tax on certain "tax preference" items at the rate of 15% of the amount of such items in excess of the greater of (i) $10,000 ($5,000 in the case of married taxpayers filing separate returns, and, in the case of estates, trusts and certain corporations, the amount determined in accordance with Section 58 of the Code) or (ii) 50% of the taxpayer's federal income tax for the taxable year less certain tax credits. The "add-on" minimum tax is payable in addition to the taxpayer's regular tax liability for the year. In the case of individuals, items of tax preference include, among other things, the full amount of any accelerated depreciation in excess of straight-line depreciation. As discussed above, the Partnership expects to utilize accelerated methods of depreciation.

Prior to the Revenue Act, capital gains deductions and certain itemized deductions in excess of 60% of adjusted gross income also were tax preference items for purposes of the "add-on" minimum tax. The Revenue Act eliminated these items as tax preferences for purposes of the "add-on" minimum tax, but added an "alternative" minimum tax applicable to noncorporate taxpayers. The "alternative" minimum tax is computed on "alternative minimum taxable income" which is the sum of the taxpayer's taxable income and the tax preference items of excess itemized deductions and capital gains deductions. The "alternative" minimum tax is equal to the sum of 10% of the alternative minimum taxable income above $20,000 but not in excess of $60,000, 20% of such income above $60,000 but not in excess of $100,000, and 25% of such income above $100,000. The "alternative" minimum tax is then compared with the sum of the taxpayer's regular tax liability for the taxable year plus his "add-on" minimum tax, and the taxpayer is required to pay the greater of the two amounts.

Neither the "add-on" minimum tax nor the "alternative" minimum tax is imposed on the Partnership as such. Instead, each Partner must include his respective share of the Partnership's items of tax preference in his own total of tax preference items in order to compute his own minimum tax liabilities. There may be items of tax preference to the Limited Partners

from any capital gains recognized by the Partnership. In addition, any losses that a Limited Partner recognizes from the Partnership will reduce his adjusted gross income for purposes of determining whether his itemized deductions constitute an item of tax preference.

Maximum Tax on "Personal Service Income"

The maximum tax rate on "personal service income" in the case of individuals is 50%. Depending upon a Limited Partner's marginal tax bracket, nonqualifying ordinary income may be taxed at rates of up to 70%. Personal service income is converted into nonqualifying ordinary income to the extent of an individual's items of tax preference other than the 60% capital gains deduction. Any losses that a Limited Partner recognizes from the Partnership will reduce his adjusted gross income for purposes of determining whether his itemized deductions constitute an item of tax preference.

Excess Investment Interest

The Code substantially limits the deductibility of interest on funds borrowed to purchase or carry property held for investment. Deductions for such "investment interest" may not be taken by a noncorporate taxpayer to the extent such interest for any year exceeds the sum of (i) $10,000 ($5,000 in the case of a married person filing a separate return), (ii) net investment income (not including long-term capital gains), and (iii) the excess of certain expenses attributable to property subject to a "net lease" over the gross rental income therefrom. Although rental real estate is generally considered as property used in a trade or business, rather than property held for investment, rental real estate of the Partnership subject to "net leases" may be treated under the Code as investment property. A lease is a "net lease" for this purpose if certain expenses of the Partnership with respect to the property are less than 15% of the rental income therefrom, or if the Partnership is guaranteed a specified return or is guaranteed in whole or in part against the loss of income. The General Partner does not believe that tenant occupancy leases covering the Project will constitute "net leases." In addition, interest on loans obtained by a Limited Partner in order to purchase or carry Units may be subject to the limitation on the deductibility of investment interest. Investment interest which cannot be deducted for federal income tax purposes in any year because of these limitations may, subject to further limitations, be carried over and treated as investment interest paid in succeeding taxable years.

Investment Tax Credit

Although the extent is uncertain, certain of the assets comprising the Improvements are expected to qualify for the investment tax credit. Generally, the cost to construct a new building does not qualify. Under the Revenue Act and existing law, qualified expenditures will be eligible for a 2/3 investment credit if the improvements attributable to the expenditures have a useful life of five or six years and a full invstment credit of 10% where the useful life is seven years or more. The useful life for such purpose is the useful life adopted by the taxpayer for depreciation purposes. In addition, the existing law with respect to recapture of investment credit applies so that if the property is disposed of or ceases to be qualifying property before the end of the period upon which the credit was allowed, all or part of the credit will be recaptured. The investment tax credit allocable to each Partner (from all sources) may not exceed his tax liability. If a Partner's tax liability exceeds $25,000, the investment tax credit may not exceed $25,000 plus the following percentage of his tax liability in excess of such amount: taxable year ending 1980, 70%; taxable year ending 1981, 80%; taxable year ending 1982 or thereafter, 90%. Any part of the investment credit which cannot be used because of the limitations discussed above may be carried back three years and carried over seven years, subject to certain additional limitations.

Partnership Tax Returns and Tax Information

The tax returns filed by the Partnership may be audited by IRS. Audits of other partnerships in which the General Partner or its affiliates participate could result in an audit of the Partnership's return. Any adjustment resulting from an audit of the Partnership's return will normally result in adjustments or proposed adjustments in the Limited Partners' individual returns. An audit of the Limited Partners' tax returns could result in adjustments of the non-Partnership, as well as Partnership, items of income, loss, gain or credit.

The Partnership will provide the Limited Partners with tax information within 75 days after the close of each calendar year.

Possible Tax Changes

Members of Congress, government agencies and the executive branch of the federal government have recently proposed a number of changes in the federal income tax laws in addition to those that were enacted into law as the Reform

Act and the Revenue Act. Such proposals have varied widely in their scope and in their likely effect on taxpayers investing in real property. Many of such proposals would, if adopted, have the overall effect of reducing the tax benefits presently associated with investment in real property.

In addition, it is likely that further proposals will be forthcoming or that previous proposals will be revived in some form in the future. It is impossible to predict with any degree of certainty what past proposals may be revived or what new proposals may be forthcoming, the likelihood of adoption of any such proposals, the likely effect of any such proposals upon the income tax treatment presently associated with investment in real property or the Partnership or the effective date of any legislation which is passed. In view of this uncertainty, potential investors are strongly urged to consider ongoing developments in this area and to consult their own tax advisors in assessing the risks of an investment in the Partnership.

State and Local Taxes

In addition to the federal income tax consequences described above, prospective Limited Partners should consider the potential Oklahoma state income tax consequences of an investment in the Partnership. In addition, each Limited Partner is advised to consult his own tax advisor to determine if the state in which he is a resident imposes a tax upon his share of the income or loss of the Partnership.

General

The foregoing analysis is not intended as a substitute for careful tax planning, particularly since the income tax consequences of an investment in the Partnership are complex and certain of these consequences, including the implications of recent and possible future legislative tax changes, will not be the same for all taxpayers. Accordingly, prospective purchasers of Units are strongly urged to consult their own tax advisors with specific reference to their own tax situation.

LITIGATION

Neither the Partnership nor the General Partner is involved in any legal proceedings which would materially affect the operation or the financial position of the Partnership.

THE PARTNERSHIP AGREEMENT

The rights and obligations of the Partners will be governed by the Partnership Agreement (the "Agreement") which is set forth in full at the end of this Offering Memorandum as Appendix I. Prospective investors are urged to study the Agreement carefully before subscribing for Units. The Partnership is a limited partnership formed under the Uniform Limited Partnership Act of the State of Oklahoma.

Limits of Liability

As a consequence of being a Limited Partner in the Partnership, a Limited Partner's exposure to loss is limited to the amount of his Capital Subscription, including amounts contributed in response to an assessment, if any, share of the Partnership's undistributed earnings and share of distributed earnings, if after they were distributed the Partnership's assets did not exceed its liabilities to third parties and money or property wrongfully paid or conveyed to him on account of his contribution. When a Limited Partner has rightfully received the return in whole or in part of the capital of his contribution, he is nevertheless liable to the Partnership for any sum, not in excess of such return with interest, necessary to discharge its liabilities to all creditors who extended credit or whose claims arose before such returns. If the exercise of certain rights granted to Limited Partners by the Agreement is deemed to be taking part in the control of the business of the Partnership, the Limited Partners would become liable as general partners. Counsel to the General Partner has expressed no opinion as to this matter.

Transferability

As a Limited Partner's interest in the Partnership is subject to substantial restrictions on transferability, including restrictions of federal and state securities laws and those imposed by the Agreement, the interest will not be freely tradeable and may not represent satisfactory collateral for personal loans. A Limited Partner cannot assign or transfer his interest in the Partnership, or any portion thereof, without the prior written consent of the General Partner. Upon any such assignment, the assignee may not become a substitute limited partner without the prior written consent of the General Partner. Whether or not to grant such consent is in the sole discretion of the General Partner, whose decision is final.

Termination

The Partnership is set up for a term of approximately 50 years but may be terminated earlier on the withdrawal, dissolution or insolvency of the General Partner or upon written demand of 75% in interest of the Limited Partners.

A Limited Partner must look solely to the assets of the Partnership for the return of his investment and if the Partnership property remaining after payment and discharge of the Partnership's debts and liabilities is insufficient to return such sums, he will have no recourse against the Partnership, the General Partner or any other Limited Partner. Adjusted Capital Accounts of the Partners are not considered debts.

Indemnification

The Partnership will indemnify the General Partner against certain liabilities if it has acted in good faith and in a manner which it reasonably believes to be in or not opposed to the best interest of the Partnership.

Reports

For each calendar year in which a Limited Partner has an interest in the Partnership, the General Partner will submit to that Limited Partner financial statements of the Partnership and related income tax reporting information, such statement and information to be sent as soon as practicable after the close of such year.

FINANCIAL STATUS OF THE GENERAL PARTNER

The partners of the General Partner estimate that their aggregate net worth is approximately $2,250,000.

ADDITIONAL INFORMATION

Potential investors are urged to request any further information which they, or their advisors, may deem desirable before making any investment decision. Specifically, to the extent not included as exhibits hereto, copies of the General Partnership Agreement of Thomas & Company and any of the documents and instruments referred to or contemplated by the discussion under "Partnership Activities" will be made available upon request. The partners of the General Partner will be available to discuss any matters which potential investors may deem pertinent.

Daniel B. Kohlhepp, of Kohlhepp & Finley Real Estate Consultants, has prepared an analysis, dated June 30, 1980, of certain aspects of the Partnership's operations and proposed operations. Although the General Partner believes that the material assumptions upon which such analysis is based have a reasonable basis in fact, there can be, of course, no assurance of profit nor guaranty against loss; such analysis must not be viewed as a representation of results. In connection therewith, prospective Participants are urged to study the Offering Circular and the Appendix and Exhibits thereto carefully, particularly "Risk Factors" and "Partnership Activities."

TABLE OF CONTENTS

ATRIUM TOWERS, LTD.
LIMITED PARTNERSHIP AGREEMENT

six-story office buildings, access ways, parking areas and related facilities (the "Improvements"), more particularly described as follows:

A part of Section 1, Township 12 North, Range 4 West, I.M., Oklahoma City, Oklahoma, more particularly described as follows:

> Commencing at the Southwest corner of the Southwest Quarter of said Section 1; thence S. 88 degrees 45' 31.9" E. along the south line of said Section 1 a distance of 1037.81 feet; thence N. 0 degrees 04' 23.1" E. a distance of 50.01 feet to a point 50 feet at right angles to the south line of said Section 1, said point being the point of beginning; thence S. 88 degrees 45' 31.9" E., parallel to and 50 feet north of the south line of said Section 1 a distance of 224.35 feet; thence N. 57 degrees 28' 46" E. a distance of 16.63 feet; thence N. 23 degrees 51' 51" E. a distance of 585.71 feet to a point 600 feet north of the south line of said Section 1; thence N. 88 degrees 45' 31.9" W. and parallel with the south line of said Section 1 a distance of 474.69 feet; thence S. 0 degrees 04' 23.1" W. and parallel with the west line of said Section 1 a distance of 550 feet to the point or place of beginning.

1.5 "Capital Contribution Ratio" - As to each Partner, the percentage of Capital Contributions represented by such Partner's Aggregate Capital Contributions made pursuant to Article VIII hereof, as the same may be adjusted pursuant to paragraph 8.3. When used solely with reference to the Limited Partners, the Capital Contribution Ratio of each Limited Partner shall be the ratio that his or its Aggregate Capital Contributions bears to the Aggregate Capital Contributions of all Limited Partners, as adjusted pursuant to paragraph 8.3.

1.6 "Capital Contributions" - The sum total of the contributions to Partnership capital of all Partners made pursuant to Article VIII hereof. The Capital Contributions of each Partner shall be referred to herein as his or its "Aggregate Capital Contributions."

1.7 "General Partner" - Thomas & Company, an Oklahoma general partnership comprised of Michael C. Thomas, Thomas A. Thomas, III, Timothy N. Thomas and Paul A. Marsh, Jr., as the general partners thereof, and Michael C. Thomas as managing general partner.

1.8 "Initial Limited Partners" - Tom A. Thomas, Jr. and Jimmie C. Thomas.

AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
ATRIUM TOWERS, LTD.

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT dated July 14, 1980 (amending that Limited Partnership Agreement of the Partnership dated April 25, 1980), by and among THOMAS & COMPANY, an Oklahoma general partnership, as General Partner, the Initial Limited Partners and those others who execute this Agreement or counterpart hereof by and with the consent of the General Partner.

W I T N E S S E T H:

ARTICLE I

DEFINITIONS

1. Definitions. The following terms when used herein shall have the meanings indicated:

1.1 "Accounting Period" - The calendar year.

1.2 "Additional Limited Partners" - Limited Partners who are admitted to the Partnership after its formation in accordance with the terms and provisions contained herein.

1.3 "Adjusted Partnership Capital" - The sum total of all Net Profits plus all Capital Contributions less all Net Losses and all distributions to the Partners either as capital or earnings, up to the date of any determination with respect thereto. As applied to the account of any Partner, it shall mean the sum total of the proportionate part of all such items which have been charged or credited with respect to such Partner. As of the end of each Accounting Period, the Adjusted Partnership Capital of the Partnership, and of each Partner, shall be determined by first taking the balance thereof as of the end of the next preceding Accounting Period, adding thereto the Capital Contributions during the current Accounting Period and the Net Profit of such period, and deducting therefrom the distributions made during, and the Net Loss of, the current Accounting Period. The account of each Partner reflecting his or its portion of Adjusted Partnership Capital shall be referred to herein with respect to any such Partner as his or its "Adjusted Capital Account."

1.4 "Building Site" - The real property and appurtenances on which the Partnership will construct two

1.9 "Limited Partners" - All Limited Partners of the Partnership, consisting of both the Initial Limited Partners and the Additional Limited Partners.

1.10 "Net Cash Flow" - The amount, if any, by which the Proceeds for an Accounting Period exceed the sum of Operating Costs and additions to the Replacement Reserve for such Accounting Period.

1.11 "Net Profit" and "Net Loss" - Net Profit shall mean the excess of gross income of the Partnership during an Accounting Period over all costs and expenses, including depreciation, of the Partnership during such Accounting Period allowable as deductions in computing federal income taxes under the provisions of the Internal Revenue Code of 1954, as amended (the "Code"). Net Loss shall mean the excess of all costs and expenses, including depreciation, of the Partnership during an Accounting Period allowable as deductions in computing federal income taxes under the provisions of the Code over gross income of the Partnership during such Accounting Period. Net Profit and Net Loss shall be determined in accordance with the cash basis method of accounting.

1.12 "Majority in Interest of the Limited Partners" - Reference to a majority in interest or any other specified percentage in interest shall mean those Limited Partners who have, at the time of determination thereof, the right to have allocated to them pursuant to Article IX hereof either a majority or the specified percentage, as the case may be, of the Limited Partners' share of Net Profit of the Partnership.

1.13 "Operating Costs" - All costs and expenses paid in cash by the Partnership during an Accounting Period, including, without limitation, payments of principal and interest on any indebtedness of the Partnership (including the Bank Loan and the Permanent Loan but exclusive of cash payments by the Partnership (i) from funds previously set aside as a Replacement Reserve, or (ii) to acquire the Building Site or (iii) to construct the Improvements).

1.14 "Partners" - All of the General and Limited Partners of the Partnership.

1.15 "Partnership Management Fee" - Amounts payable to the General Partner for managing and supervising the business and affairs of the Partnership pursuant to paragraph 4.8 hereof.

1.16 "Precompletion Management and Lease Up Fee" - The fee in the amount of $110,000 payable to the Thomas Companies for services rendered during the completion and lease up period, such as assistance to tenants preparatory to their occupancy, coordination of construction of tenant finish work, negotiations of contracts pertaining to operation of the Improvements, on-site inspections and services related thereto.

1.17 "Proceeds" - Gross cash receipts of the Partnership from all sources during an Accounting Period, exclusive of (i) the Capital Contributions, (ii) proceeds from the Bank Loan and the Permanent Loan (each of which are hereinafter defined), (iii) proceeds from permanent mortgage refinancing of the Project as contemplated by Article XI hereof and (iv) proceeds of sale realized by the Partnership in connection with a dissolution pursuant to Article XII hereof.

1.18 "Project" - The Building Site and the Improvements.

1.19 "Replacement Reserve" - An account maintained by the Partnership to provide the funds with which to pay for capital repairs or replacements of Partnership property; the establishment thereof and additions thereto shall be made from time to time to the extent that Proceeds are available in such amounts as the General Partner deems necessary or advisable.

1.20 "Thomas Companies" - The Michael C. Thomas Companies, Inc., an Oklahoma corporation, all of the issued and outstanding stock of which is owned by Michael C. Thomas.

ARTICLE II

FORMATION, NAME AND TERM

2.1 Formation. The parties hereto agree to become partners in a limited partnership under the provisions of the Oklahoma Uniform Limited Partnership Act, pursuant to the terms and conditions contained herein.

2.2 Name. The name of the Partnership will be:

ATRIUM TOWERS, LTD.

2.3 Amended Certificate of Formation. The parties hereto shall cause amended Certificate(s) of Formation of Limited Partnership to be executed and filed according to the requirements of the statutes of the State of Oklahoma to admit Additional Limited Partners or for other purposes and to do all things requisite thereto under and pursuant to the laws of the State of Oklahoma.

2.4 Term. The term of the Partnership shall continue until the close of business, December 31, 2030, unless sooner terminated.

ARTICLE III

BUSINESS

3.1 Business of the Partnership. The business of the Partnership shall be to generally engage in the business of commercial real estate development, including, but not limited to, the acquisition and sale of real property, the construction of improvements thereon, together with management, operation, maintenance and leasing the same for the benefit of the Partnership and the Partners, and to engage in any and all general business activities related or incidental thereto. Without limiting the generality of the foregoing, the Partnership has acquired the Building Site and shall construct the Improvements thereon and operate the Project for the benefit of the Partnership and the Partners.

3.2 Principal Place of Business. The location of the principal place of business of the Partnership shall be The Oil Center Building, 2601 Northwest Expressway, Oklahoma City, Oklahoma 73112, or such other place as may be selected from time to time by the General Partner.

3.3 Acquisition of the Building Site. The Partnership has purchased the Building Site from certain partners of the General Partner, the Initial Limited Partners and their affiliates (the "Seller") in accordance with the following terms:

(a) The purchase price of the Building Site was $890,656;

(b) The Partnership has executed and delivered to the Seller a purchase money note, in the form attached hereto as Exhibit A, in the principal sum of $890,656 (the "Purchase Money Note"), the principal sum of which will be due and payable on or before June 30, 1981, without penalty, with interest at a rate of 13% per annum;

(c) The Purchase Money Note is secured by a purchase money mortgage, a copy of which is attached hereto as Exhibit A, covering the Project (the "Purchase Money Mortgage"); and

(d) The Purchase Money Mortgage is subject and subordinate to the Bank Loan.

3.4 Interim Financing of the Project. In addition to the Capital Contributions and in order to finance construction of the Improvements and to provide funds necessary to pay other categories of costs set forth in the Cost Estimate attached hereto as Exhibit B (the "Cost Estimate"), the Partnership has secured an interim loan pursuant to a Loan Agreement dated April 25, 1980, between the Partnership and The First National Bank and Trust Company of Oklahoma City (the "Bank Loan").

3.5 Permanent Financing of the Project. In addition to the Capital Contributions and in order to pay and discharge the Purchase Money Note, in the event it is not repaid (in the discretion of the General Partner) from the Capital Contributions, and the Bank Loan in full and to permanently finance the Project, the Partnership has secured a permanent mortgage loan commitment from The National Life and Accident Insurance Company (the "Permanent Commitment"), a copy of which is attached as Exhibit F hereto. The loan to the Partnership contemplated by the Permanent Commitment shall be referred to herein as the "Permanent Loan."

ARTICLE IV

THE GENERAL PARTNER

4.1 Liability. The General Partner shall have unlimited liability.

4.2 Authority. The General Partner shall exercise control over all aspects of the Partnership business and shall have complete charge of all affairs of the Partnership. The General Partner, subject to the provisions of this Agreement, shall have full and exclusive authority to deal with the property of the Partnership and to execute and deliver all agreements relating to the affairs of the Partnership, including the authority to execute and deliver (i) instruments of transfer of Partnership property; (ii) checks, drafts and other orders in the payment of Partnership debts; (iii) promissory notes, security agreements, mortgages, financing statements and other instruments of indebtedness of the Partnership for borrowed funds; and (iv) all other instruments of any character relating to the affairs of the Partnership. The General Partner is authorized on behalf of the Partnership to make all decisions as to acquisition, improvement, sale, lease, management and operation of the property of the Partnership and is authorized to execute and deliver leases, subleases, management contracts and maintenance contracts covering or affecting Partnership property. The General Partner shall specifically have the authority to execute contracts, licenses and enter into agreements with third parties, including affiliates of the General Partner, to manage and supervise any and all aspects of the Partnership's business activities.

4.3 Rights and Powers. The General Partner shall, without limiting the generality of the foregoing, have the following rights and powers:

(a) To spend the capital and net income of the Partnership in the exercise of any of the rights or powers of the General Partner hereunder;

(b) To borrow money from third parties or the General Partner (or affilites of the General Partner) required for the business and affairs of the Partnership and secure the repayment of such borrowings by executing mortgages, pledging or otherwise encumbering all or any part of the property of the Partnership, on such terms as it shall, in its sole discretion, approve; provided, the General Partner (or its affiliates) shall not receive interest in excess of amounts which would be charged to the Partnership (without reference to the financial abilities or guarantees of the General Partner or its affiliates) by unrelated banks for comparable loans for the same purpose;

(c) To operate, manage and develop the property of the Partnership and to enter into agreements with others or itself with respect to such operation, management and development, provided that any such agreements with itself or its affiliates shall be on terms no less favorable to the Partnership than contracts available from unrelated third parties for similar purposes;

(d) To incur obligations and make expenditures in connection with the promotion and advertising of the business of the Partnership;

(e) To purchase on behalf and at the expense of the Partnership such insurance as it deems advisable or appropriate for the protection of Partnership property including liability insurance for the protection of the Partnership and its General Partner;

(f) To invest Partnership funds in commercial paper, U.S. government securities, certificates of deposit and similar investment vehicles; and

(g) To hold title to Partnership property in the name of Partnership, the General Partner or other nominee; provided, however, that a nominee agreement in favor of the Partnership shall be executed and delivered to the Partnership if title is held in a name other than that of the Partnership.

4.4 Limitations on Actions. Without first obtaining the written consent of a Majority in Interest of the Limited Partners, the General Partner shall not take any of

the following actions on behalf of or in the name of the Partnership:

(a) Do any act in contravention of this Agreement;

(b) Execute or deliver any assignment for the benefit of the creditors of the Partnership;

(c) Lend to any person any of the funds of the Partnership;

(d) Confess a judgment against the Partnership;

(e) Do any act which would make it impossible to carry on the ordinary business of the Partnership; or

(f) Except on dissolution pursuant to Article XII hereof, effect a sale of substantially all of the assets and properties of the Partnership.

4.5 Competition Permitted. The partners of the General Partner shall devote such part of their time as may be reasonably needed to manage the Partnership's business, it being understood and agreed that they may engage in activities similar or dissimilar to the business of the Partnership for ther own respective accounts and for the accounts of others and shall not be required to account to the Partnership therefor nor to offer to any Partner the right to participate in any such activities, whether or not such activities are in competition with activities of the Partnership.

4.6 Indemnity. The General Partner shall not be liable, responsible or accountable for damages or otherwise to the Partners or the Partnership for any acts performed by it or for any omissions to act, if the General Partner acted in good faith and in a manner reasonably believed by it to be in the best interest of the Partnership and provided that such conduct does not constitute gross negligence, willful or wanton misconduct or a breach of fiduciary duty to the Partners, and in any threatened, pending or completed action or suit in which the General Partner was or is a party by virtue of its status as general partner, the Partnership shall indemnify the General Partner against expenses, including attorney's fees, judgments and amounts paid in settlement actually and reasonably incurred by it in connection therewith if it acted in good faith as set forth herein.

4.7 Return of Contributions. It is expressly understood and agreed that the General Partner shall not be personally liable for the return of any Capital Contributions

of any Partner but that, to the contrary, such return shall be made solely from the assets of the Partnership.

4.8 Compensation. In addition to the fees and compensation otherwise contemplated hereby, upon admission of Additional Limited Partners pursuant to paragraph 5.1 hereof, Michael C. Thomas shall be paid by the Partnership loan origination fees in the total sum of $70,000 for services rendered in negotiating and securing the Bank Loan and the Permanent Commitment, such fees to be in amounts equal to 1/2 of 1% of the Bank Loan and 1/2 of 1% of the Permanent Loan. Further, the Thomas Companies shall be paid the Precompletion Management and Lease Up Fee upon completion of the services contemplated by the Precompletion Management and Lease Up Agreement attached hereto as Exhibit E. The Partnership Management Fee shall be payable to the General Partner as follows: $35,000 upon admission of the Additional Limited Partners, $35,000 on January 1, 1981, and $1,200 on January 1, 1982 and on January 1 of each year thereafter during the term of the Partnership.

ARTICLE V

LIMITED PARTNERS

5.1 Additional Limited Partners. The General Partner shall have the right to admit Additional Limited Partners (and to accept subscriptions from the Initial Limited Partners) until total Capital Contributions by Limited Partners, including the Initial Limited Partners, equal $2,000,000. Each Limited Partner shall execute a Limited Partners' Signature Page in the form of Exhibit G hereto and concurrently with the submission thereof to the General Partner tender the full amount of his subscription as set forth therein.

5.2 Liability. Anything herein to the contrary notwithstanding, no Limited Partner shall be personally liable to the Partnership or to third parties for any Partnership losses, except to the extent of his or its Aggregate Capital Contributions, including additional assessments paid in, share of the Partnership's undistributed earnings, share of distributed earnings (if after such distribution the Partnership's assets do not exceed its liabilities to third parties) and money or property wrongfully paid or conveyed to him on account of his contribution. When a Limited Partner has rightfully received the return in whole or in part of the capital of his contribution, he is nevertheless liable to the Partnership for any sum, not in excess of such return with interest, necessary to discharge its liabilities to all creditors who extended credit or whose claims arose before such returns. Except as provided by Oklahoma law, the Limited Partners shall take no part whatever in the control, management, direction or operation of the affairs of the Partnership and shall have no power to bind the Partnership.

ARTICLE VI

ACCOUNTING AND REPORTS

6.1 Books and Records. The General Partner shall cause adequate books and records to be kept of all Partnership affairs.

6.2 Financial Statements. The General Partner has engaged Hammert, Gales & Brock, independent certified public accountants, to prepare and to furnish each Partner annual financial statements, certified by such accountants, consisting of a statement of assets and liabilities of the Partnership reflecting the financial condition of the Partnership as of the last day of the Accounting Period (cash basis) together with a statement of revenues and expenditures reporting the results of operations for the Accounting Period then ended on a cash basis. In order to enable each Partner to prepare his or its individual income tax return with respect to Partnership affairs, the General Partner shall furnish each Partner an informational return as promptly as practicable and in any event no later than the 15th day of March of each year.

6.3 Inspection of Records. All Partnership books and records shall be kept in the principal office of the Partnership and shall be open to inspection and copying by the Partners (at their own expense) at all reasonable times.

ARTICLE VII

LEASING, MANAGEMENT, CONSTRUCTION AND ARCHITECTURAL AGREEMENTS

7.1 Leasing Agreement. The Partnership shall execute a Leasing Agreement in the form of the agreement attached hereto as Exhibit C appointing the Thomas Companies as the exclusive leasing agent of the Partnership (the "Leasing Agreement"). It is expressly understood and agreed that the Thomas Companies may accept payment of leasing commissions from the Partnership pursuant to the Leasing Agreement without any obligation to account to the Partnership or the Limited Partners therefor.

7.2 Management Agreement. The Partnership shall execute a Management Agreement with the Thomas Companies in the form of the agreement attached hereto as Exhibit D (the "Management Agreement"). It is expressly understood and agreed that compensation payable under the Management Agreement shall be the sole property of the Thomas Companies without any obligation to account to the Partnership or the Limited Partners therefor.

7.3 Construction Agreements. The Partnership has executed two Construction Agreements with Walter Nashert & Sons, Inc. (the "Contractor") pursuant to which the Contractor has agreed to construct the Improvements (including specified tenant finish work) at an aggregate fixed contract price of $5,909,022 (collectively, the "Construction Agreement"). Although the Construction Agreement is for a fixed contract price, the Contractor is not required to furnish the Partnership a bond or other form of collateral to assure its performance.

7.4 Architectural Contract. The Partnership has executed the Architectural Contract with HTB, Inc. (the "Architect"); the Partnership expects to pay architectural fees to the Architect and fees for other engineering and design services in the sum of $180,000.

7.5 General Partner Guarantee. As reflected in the various categories of costs comprising the Cost Estimate (Exhibit B hereto), the General Partner has determined that the total cost to construct and develop the Project will approximate $9,066,871 (the "Total Estimated Project Costs"). If the aggregate actual costs incurred by the Partnership to construct and develop the Project (the "Total Actual Project Costs") exceed the Total Estimated Project Costs, the General Partner shall contribute the excess amount (the "Excess Amount") to the capital of the Partnership at the times and to the extent required to enable the Partnership to pay the Total Actual Project Costs as they become due. The Total Actual Project Costs shall be determined as of the date that the Permanent Loan is closed (the "Closing Date"). In determining the Total Actual Project Costs, actual costs incurred by the Partnership as of the Closing Date with respect to each of the categories of costs included in the Cost Estimate shall be determined; and the sum of all such categories of costs shall constitute Total Actual Project Costs. Provided, however, if the Permanent Loan is not closed on or before June 30, 1981, the following adjustment shall be made thereafter: for the period beginning July 1, 1981 and ending on the Closing Date, only the excess (if any) of construction loan interest payable by the Partnership pursuant to the Bank Loan over the sum of $67,375 per calendar month (representing monthly payments of principal and interest which would have been payable by the Partnership to the holder of the Permanent Loan had the Permanent Loan closed for the full amount of $7,000,000 on June 30, 1981) shall be added to the Total Actual Project Costs. The obligation of the General Partner to contribute the Excess Amount (if any) to the capital of the Partnership shall be determined as of the Closing Date; after the Closing Date, and once the Excess Amount (if any) has been contributed to the capital of the Partnership, the General Partner shall have no further obligation to contribute additional capital to the Partnership, except as provided in paragraph 8.3

hereof. In no event shall the obligation of the General Partner to contribute the Excess Amount (if any) constitute an undertaking by the General Partner to contribute additional capital to the Partnership to meet operating deficits sustained by the Partnership or for any other purpose. If Total Estimated Project Costs exceed Total Actual Project Costs, all savings resulting therefrom shall inure to the benefit of the Partnership.

7.6 Other Agreements. The Partnership shall execute other agreements as may be contemplated by the Loan Agreement or as may be necessary or desirable to construct and operate the Project or as may otherwise be necessary or desirable for Partnership operations.

ARTICLE VIII

PARTNERSHIP CAPITAL

8.1 General Partner. The General Partner has contributed $66,871 in cash to the capital of the Partnership, and it shall contribute such additional sums as may be required pursuant to paragraph 7.5 above or paragraph 8.3 below.

8.2 Limited Partners. Each Limited Partner shall subscribe to the capital of the Partnership the sum set forth on his Limited Partners' Signature Page, and concurrently with the submission to the General Partner of the executed Limited Partners' Signature Page, tender in cash the amount of his or its subscription.

8.3 Additional Voluntary Capital Contributions. The General Partner shall not request additional capital contributions from the Limited Partners prior to closing of the Permanent Loan. If additional capital is needed prior to such closing, the General Partner shall contribute the amounts required to the capital of the Partnership. After the closing of the Permanent Loan, the General Partner shall, from time to time, determine the amounts of cash required by the Partnership, and if additional cash is required, it shall request additional capital from the Partners in accordance with their respective Capital Contribution Ratios. The General Partner shall give written notice of the reason for and the amount of the additional voluntary capital contribution requested to each Partner, who shall have 15 days from the date of the notice to remit his or its share thereof to the Partnership. If any Partner fails to furnish his or its share, the General Partner shall give notice of such fact to the nondefaulting Partners, who may pay, within 10 days of the notice, such portion of the unpaid share in the ratio which such Partner's Aggregate Capital Contributions bears to the sum of the Aggregate Capital Contributions of all nondefaulting Partners. The procedure shall be repeated until the full amount of the requested contribution is paid, and the General Partner hereby agrees to pay its share of any requested voluntary capital contribution, although it may, in

its sole discretion, withdraw the request, or discontinue the procedure for collection thereof, and return any amounts paid pursuant thereto. In the event of default by any Partner in payment of a request for an additional voluntary capital contribution, the Capital Contribution Ratios of the Partners shall be adjusted upward or downward to reflect the default upon completion of the procedure for the collection of such additional voluntary capital contributions (the "Collection Completion Date").

8.4 Withdrawal of Capital Contributions. No Partner shall have the right to withdraw his or its contributions to Partnership capital nor to demand or receive property other than cash in return for his or its contribution, nor, except as set forth in Article IX below, to priority over any other Partner as to the return of his or its capital contribution or as to profits, losses, or distributions.

ARTICLE IX

DISTRIBUTIONS, NET PROFITS AND NET LOSSES

9.1 Preferred Distributions to the Limited Partners.

(a) The Limited Partners shall have a preferential right to receive distributions of Net Cash Flow at the times and to the extent provided herein. In connection therewith, each Limited Partner shall be entitled to "Preferred Distributions" from Net Cash Flow, which Preferred Distributions shall be annual amounts calcuated at a rate equal to 9% per annum (calculated on the basis of a 365 day year commencing on the date the Permanent Loan is closed and continuing until the right of the Limited Partner to receive such Preferred Distributions of Net Cash Flow shall terminate as provided herein) on his or its Investment Account (as hereinafter defined). Preferred Distributions shall be payable not less than annually to the extent of available Net Cash Flow and shall be cumulative from year-to-year to the extent not distributed in full. The Partnership shall establish a special account on its books for each Limited Partner which shall be credited with the Preferred Distributions when payable and charged with distributions of Net Cash Flow in satisfaction thereof (the "Preferred Distribution Account"). A credit balance in any Preferred Distribution Account shall not accrue interest but shall be payable to the Limited Partner in full before the distribution of Net Cash Flow to the General Partner.

(b) For purposes hereof, the "Investment Account" shall mean a special account established on the books of the Partnership for each Limited Partner which shall be credited with the Capital Contributions of the Limited Partner

and shall be charged with sums distributed to the Limited Partner consisting solely of (i) proceeds from permanent mortgage refinancing of the Project, and (ii) proceeds from sale of the Project. The preferential right of a Limited Partner to receive the Preferred Distributions shall terminate absolutely when the balance of his or its Investment Account shall be reduced to zero; provided, however, the extinguishment of such preferential right shall not affect the rights of the Limited Partner to receive the remaining balance of his or its Preferred Distribution Account, if any.

9.2 Secondary Preferred Distributions to the General Partner.

(a) After the Preferred Distributions have been made in full to the Limited Partners (including the balance of the Preferred Distribution Accounts), the General Partner shall have a secondary preferential right to receive distributions of Net Cash Flow as provided herein. The General Partner shall be entitled to "Secondary Preferred Distributions" from Net Cash Flow, which Secondary Preferred Distributions shall be annual amounts calculated at a rate equal to 9% per annum (calculated on the basis of a 365 day year commencing on the date the Permanent Loan is closed and continuing until the right of the General Partner to receive such Secondary Preferred Distributions of Net Cash Flow shall terminate as provided herein) on its Implied Equity (which shall be an amount equal to the aggregate Investment Accounts of the Limited Partners). The Secondary Preferred Distributions shall be payable not less than annually to the extent of available Net Cash Flow and shall be cumulative from year-to-year to the extent not distributed in full. In connection therewith, the Partnership shall establish a special account on its books which shall be credited with the Secondary Preferred Distributions when payable and charged with distributions of Net Cash Flow in satisfaction thereof (the "Secondary Preferred Distribution Account"). A credit balance in the Secondary Preferred Distribution Account shall not accrue interest but shall be payable to the General Partner in full before the distribution of additional Net Cash Flow to the Partners pursuant to paragrah 9.4 hereof.

(b) The preferential right of the General Partner to receive the Secondary Preferred Distributions shall terminate absolutely when the Limited Partners are no longer entitled to receive the Preferred Distributions. Provided, however, the extinguishment of such preferential right shall not affect the rights of the General Partner to receive the remaining balance of the Secondary Preferred Distribution Account, if any.

9.3 No "Guaranteed Payments." The Preferred Distributions and Secondary Preferred Distributions shall be payable to the Partners only when and to the extent of available Net Cash Flow and shall not, for federal income tax purposes, constitute "guaranteed payments" within the meaning of Section 707(c) of the Code.

9.4 Distributions of Additional Net Cash Flow. After the Preferred Distributions and the Secondary Preferred Distributions have been made in full to the Partners (including the balance of the Preferred and Secondary Preferred Distribution Accounts), Net Cash Flow remaining, if any, to the extent not needed for Partnership purposes, in the opinion of the General Partner, shall be distributed to the Partners in the ratios in which they share Net Profits pursuant to paragraph 9.5 below.

9.5 Sharing of Profits and Losses. It is agreed that the Net Profits of the Partnership shall be credited 50% to the General Partner and 50% to the Limited Partners in their Capital Contribution Ratios in effect at the end of each Accounting Period; Net Losses shall be charged 40% to the General Partner and 60% to the Limited Partners in their Capital Contribution Ratios in effect at the end of each Accounting Period.

ARTICLE X

ASSIGNABILITY OF PARTNERSHIP INTERESTS

10.1 General Partner. The Partnership interest of the General Partner may be assigned in its entirety to any person only upon the prior written consent of a Majority in Interest of the Limited Partners, except the General Partner may, without the consent of the other Partners, assign or sell its interest in the Partnership to, and substitute as General Partner, another entity in connection with a transfer by way of liquidation or otherwise of all or substantially all of the assets of the General Partner to another entity; provided such entity shall assume all of the obligations, and be entitled to all of the rights, of the General Partner with regard to the Partnership.

10.2 Limited Partners. The Partnership interest of any of the Limited Partners may be assigned in its entirety to any person with the prior written consent of the General Partner, and each Limited Partner may designate his assignee as a substituted Limited Partner upon the concurrence of the General Partner. Neither the Partnership nor the General Partner shall be bound to acknowledge or recognize an assignment until the General Partner shall have received evidence

satisfactory to it that all applicable securities laws have been complied with and the assignment has been effected on a form acceptable to the General Partner, containing an instruction to the General Partner as to whom and where distributions are to be paid and the appropriate taxpayer identification number. In addition to the foregoing, the assignee must have reimbursed the Partnership for all costs, expenses and filing costs related to the transfer.

10.3 Pledges. The share or interest of a Partner may be pledged in good faith without an intention to avoid the provisons of this Article X; provided, however, no lender or pledgee shall be entitled to become a substitute Limited Partner of the Partnership.

ARTICLE XI

REFINANCING OF THE PROJECT

11.1 Use of Proceeds. In the event that permanent mortgage refinancing of the Project occurs, the loan proceeds therefrom shall first be applied to pay the Permanent Loan in full, together with all accrued interest thereon, with the balance remaining, if any, to be applied and distributed in the following order of priority:

(a) All costs of such refinancing shall be paid in full;

(b) The balance of the Preferred Distribution Accounts, if any, shall be distributed to the Limited Partners;

(c) The balance of the Secondary Preferred Distribution Account, if any, shall be distributed to the General Partner; and

(d) The balance remaining, if any, shall be distributed 50% to the General Partner and 50% to the Limited Partners in their Capital Contribution Ratios in effect on the date thereof.

ARTICLE XII

DISSOLUTION

12.1 Withdrawal of General Partner. The General Partner may withdraw as General Partner of the Partnership at any time upon giving sixty (60) days' prior written notice to the Limited Partners.

12.2 Dissolution. In the event of withdrawal, dissolution or insolvency of the General Partner, or the written demand of 75% in Interest of the Limited Partners, the Partnership shall be dissolved and terminated.

12.3 Death, Etc. of Limited Partners. Upon the death, retirement, insanity, dissolution or insolvency of any of the Limited Partners, the Partnership shall continue as a limited partnership until otherwise dissolved as provided herein and their rights shall devolve upon their personal representatives.

12.4 Liquidating Agent. Upon dissolution of the Partnership, the General Partner shall act in liquidation of the Partnership. In the event of the insolvency or bankruptcy of the General Partner, the Limited Partners may so act, or a Majority in Interest of the Limited Partners may appoint an agent to wind up all of the Partnership affairs. Net Profits and Net Losses realized during liquidation shall be credited and charged to the Partners in the same shares and proportions as if realized during the Accounting Period in which dissolution occurs.

12.5 Payment of Debts. Upon dissolution of the Partnership, all debts and obligations of the Partnership to third parties, including, but not limited to the Permanent Loan, shall be paid and discharged. For the purposes of this paragraph, the Adjusted Capital Accounts of the Partners shall not be considered debts or obligations of the Partnership.

12.6 Liquidating Distributions. After payment of all debts and obligations of the Partnership as provided in paragraph 12.5 hereof and establishment of a reasonable reserve fund, if such is deemed necessary by the General Partner or the liquidating agent, the cash and property of the Partnership shall be applied and distributed in the following order of priority:

(a) The balance of the Preferred Distribution Accounts, if any, shall be distributed to the Limited Partners;

(b) The balance of the Secondary Preferred Distribution Account, if any, shall be distributed to the General Partner;

(c) The balance of positive Adjusted Capital Accounts of the Partners, if any, shall be satisfied in full; and

(d) All remaining cash and property of the Partnership, if any, shall be distributed 50% to the General Partner and 50% to the Limited Partners in their Capital Contribution Ratios in effect on the date thereof.

12.7 Settlement of Adjusted Capital Accounts. In the event cash proceeds or property of sufficient value are unavailable to satisfy the positive Adjusted Capital Accounts of the Partners pursuant to paragraph 12.6(c) hereof, distributions shall be made pro rata to the Partners having positive Adjusted Capital Accounts in accordance with the ratio that each Partner's Adjusted Capital Account bears to the combined Adjusted Capital Accounts of all Partners entitled to share in the distributions.

12.8 Distributions in Kind. The General Partner or the liquidating agent shall use its best efforts to sell the assets of the Partnership to third persons upon dissolution; however, should assets be distributed in kind, a fair market value shall be assigned to such assets by the agreement of the General Partner and a Majority in Interest of the Limited Partners or, if no agreement is reached as to such fair market value, the same shall be determined by an independent appraiser selected by the General Partner and approved by a Majority in Interest of the Limited Partners. In such event, the fair market value of the remaining Partnership assets shall provide the basis for determination of the undivided interests therein to be conveyed to the Partners in liquidation of the Partnership in the order of the priorities set forth in subparagraphs 12.6(a) through (d) hereof; provided, if the balance of the combined positive Adjusted Capital Accounts of the Partners equals or exceeds the fair market value of Partnership assets, undivided interests therein shall be conveyed to the Partners entitled thereto in accordance with the formula set forth in paragraph 12.7 hereof.

12.9 Termination. Upon completion of the distribution of the Partnership assets as provided herein, the Partnership shall be terminated and the General Partner or the person acting as liquidating agent (or the Limited Partners, if necessary) shall cause the Certificate of Formation of Limited Partnership to be cancelled and shall take such other action as may be necessary to terminate the Partnership.

ARTICLE XIII

INCOME TAX ALLOCATIONS AND ELECTIONS

13.1 Allocations. All income and gain (including gain on the sale of Partnership properties) shall be allocated to the Partners in the ratios in which they share Net Profits

pursuant to paragraph 9.5 hereof. All losses, deductions and credits shall be allocated to the Partners in the ratios in which they share Net Losses pursuant to paragraph 9.5 hereof.

13.2 Subchapter K. No election shall be made by any Partner for the Partnership to be excluded from the application of the provisions of Subchapter K of the Code.

13.3 Section 754 Election. In the event of a transfer of an interest in the Partnership or distribution of Partnership property to a Partner, the Partnership may, in the discretion of the General Partner, file an election pursuant to Section 754 of the Code, in accordance with applicable Treasury Regulations, to cause the basis of Partnership property to be adjusted for federal income tax purposes as provided by Sections 734 and 743 of the Code; provided, the transferee Partner shall reimburse the Partnership for all accounting expenses incurred by the Partnership as a result of such election.

13.4 Allocations Upon Sale or Exchange, Etc. In the event that any Partner sells, exchanges or liquidates all or part of his interest in the Partnership, such Partner's distributive share of Partnership income, gain, loss, deduction or credit for the period ending with such sale, exchange or liquidation shall be determined at the election of the General Partner, (a) by allocating to such Partner his pro rata share of such items allocable to him had he remained a Partner until the end of the Accounting Period, such proration to be based upon the portion of the Accounting Period that elapsed prior to the sale, exchange or liquidation, and any transferee who becomes a Partner by reason of such sale, exchange or liquidation shall be allocated the remaining portion of such items not allocated to his transferor; or (b) by allocating the specified items to such Partners as if the Accounting Period had closed as of the date of the sale, exchange or liquidation; provided, that the transferor shall be required to reimburse the Partnership for any expenses incurred thereby in determining the distributive share of the transferor. Each of the Partners agrees to execute such consents or estimates as may be deemed necessary by the General Partner to effect such election.

ARTICLE XIV

MISCELLANEOUS

14.1 Amendment of Limited Partnership Agreement. This Agreement may be amended by the General Partner after it has first obtained the affirmative consent of a Majority in Interest of the Limited Partners; provided, however, that this Agreement

shall not be amended without the unanimous consent of all Partners if the effect of any such amendment would be to increase the liability of the Partners, to change the capital contributions required of the Partners, to change their rights and interest in profits and losses of the Partnership or their rights upon liquidation thereof, or to change the provisions relating to federal income tax allocations or termination of the Partnership. Subject to the foregoing, if 10% in Interest of the Limited Partners (as specified in a written notice to such effect given to the General Partner) desire an amendment of this Agreement, the General Partner shall submit to the Limited Partners by registered or certified mail a verbatim statement of the proposed amendment, a statement of the purpose thereof, and an opinion of the Partnership's counsel as to the legality and the consequences of such amendment. Unless the consent of a specified percentage (other than a Majority) in Interest of the Limited Partners is required by law or this Agreement, each such amendment shall become effective if written approval thereof by a Majority in Interest of Limited Partners is received within 60 days after the date of mailing of the statement thereof to such Limited Partners.

14.2 Right to Rely Upon the Authority of the General Partner. No person dealing with the General Partner shall be required to determine its authority to make any commitment or undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of its authority. In addition, no purchaser of any property or interest owned by the Partnership shall be required to determine the sole and exclusive authority of the General Partner to sign and deliver on behalf of the Partnership any such instrument of transfer, or to see to the application or distribution of revenues or proceeds paid or credited in connection therewith.

14.3 Notices and Consents. Any notice either contemplated or required hereunder may be given by letter addressed to any Partner by depositing such letter by certified or registered mail, return receipt requested, postage prepaid, in the United States Post Office or by prepaid telegram addressed to such Partner at his address as set forth below his or its name at the conclusion hereof or on his or its Limited Partners' Signature Page. Any notice given as provided herein shall be deemed received not later than 3 days after it is so sent or given. Any change of address shall be furnished to the General Partner either by letter or by telegram in the manner provided herein. Except as specifically provided in paragraph 14.1, whenever consent of the Limited Partners is required by this Agreement, the General Partner shall give notice thereof to the Limited Partners and such consent shall be deemed to have

been given by any Limited Partner who does not give notice to the contrary to the General Partner within 30 days after such Limited Partner has received the notice from the General Partner.

14.4 Applicable Laws. All parties hereto agree that by entering into this Agreement they have contracted with reference to the laws of the State of Oklahoma, which laws shall be controlling with reference to all matters arising hereunder.

14.5 Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall be considered an original. All counterparts shall be but one agreement and shall be binding upon and inure to the benefit of each party who executes any counterpart, or any signature page which is, on its face, intended to be attached to such a counterpart, and upon the heirs, successors, personal representatives and assigns of each such party.

14.6 Power of Attorney. Each Limited Partner hereby appoints the General Partner, with full power of substitution, as his or its true and lawful attorney in fact in his or its name, place and stead to execute, acknowledge, swear to and file (a) any Certificates of Formation of Limited Partnership or amendments thereto, and other instruments necessary to qualify or to continue the Partnership as a partnership wherein limited partners have limited liability in the States where the Partnership may be doing business and (b) all documents necessary to effect the dissolution and termination of the Partnership in accordance with its terms and all other filings with agencies of the federal government or states to carry out the business of the Partnership. The Power of Attorney hereby granted shall be deemed to be coupled with an interest and shall be irrevocable and shall survive the death of the Limited Partners.

EXECUTED as of the day and year first above written.

"General Partner"

THOMAS & COMPANY
The Oil Center Building
2601 Northwest Expressway
Oklahoma City, Oklahoma 73112

By: Michael C. Thomas

Michael C. Thomas
General Partner

By: _____
Thomas A. Thomas, III
General Partner

By: _____
Timothy N. Thomas
General Partner

By: _____
Paul A. Marsh, Jr.
General Partner

"Initial Limited Partners"

_____
Tom A. Thomas, Jr.
1228 Davinbrook
Oklahoma City, Oklahoma 73118

_____
Jimmie C. Thomas
1100 Live Oak
Norman, Oklahoma 73069

PROMISSORY NOTE

$890,656.00 Oklahoma City, Oklahoma
April 25, 1980

FOR VALUE RECEIVED, the undersigned promises to pay to the order of SOUTHWEST TITLE & TRUST COMPANY, an Oklahoma corporation, Trustee, on or before June 30, 1981, at 123 Park Avenue, Oklahoma City, Oklahoma, or at such other place as may be designated in writing by the holder of this Note, the principal sum of EIGHT HUNDRED NINETY THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS ($890,656.00) together with interest thereon from the date hereof at an annual rate of thirteen percent (13%).

Any sum not paid when due shall bear interest at an annual rate of eighteen percent (18%) and any additional interest which has accrued shall be paid at the time of and as a condition precedent to curing any default. During the existence of any such default, the holder of this Note may apply payments received on any amount due hereunder or under the terms of any instrument now or hereafter evidencing or securing any said indebtedness as said holder may determine.

Payment of this Note is secured by a Mortgage of even date herewith (herein called the "Mortgage"), covering property located in Oklahoma County, Oklahoma, and this Note is to be construed according to the laws of the State of Oklahoma.

Upon default in making any payment hereunder or upon default in any of the other terms or conditions of this Note or Mortgage, at the option of the holder hereof, the entire indebtedness hereby evidenced shall become due, payable and collectible then or thereafter as the holder may elect, regardless of the date of maturity hereof. Notice of the exercise of such option is hereby expressly waived.

The undersigned agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the holder's rights hereunder, the undersigned will pay to the holder hereof its reasonable attorney's fees, together with all court costs and other expenses paid by such holder.

EXHIBIT A

This Note may be prepaid, in whole or in part, at any time, without the imposition of any penalty or premium whatsoever.

It is the intent of the payee named herein and the maker to conform strictly to the usury laws of the State of Oklahoma, as of the present date, and any interest on the principal sum hereof in excess of that allowed by said usury laws shall be subject to reduction to the maximum amount of interest allowed under said laws. If any interest in excess of the maximum amount of interest allowable by said usury laws is inadvertently paid to the holder hereof, at any time, any such excess interest shall be refunded by the holder to the party or parties entitled to the same after receiving notice of payment of such excess interest.

The maker, endorsers, sureties, guarantors, and all other persons who may become liable for all or any part of this obligation severally waive presentment for payment, protest and notice of nonpayment. Said parties consent to any extension of time (whether one or more) of payment hereof, any renewal (whether one or more) hereof, and any release of any party liable for payment of this obligation. Any such extension, renewal or release may be made without notice to any such party and without discharging said party's liability hereunder.

Anything contained herein to the contrary notwithstanding, it is expressly understood and agreed that in any action or proceeding brought to enforce this Note or the indebtedness evidenced hereby, or any instrument securing this Note, no deficiency judgment shall be sought or obtained against the undersigned, and the legal holder or holders of this Note shall look solely to the property described in the Mortgage and any other security given for the payment of this Note in full satisfaction of the indebtedness evidenced hereby.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 25 day of April, 1980.

ATRIUM TOWERS, LTD., an Oklahoma limited partnership

By: Thomas & Company, an Oklahoma general partnership
General Partner

By S/ MICHAEL C. THOMAS
Michael C. Thomas
Managing Partner

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MORTGAGE

THIS MORTGAGE made this 25TH day of April, 1980, by and between ATRIUM TOWERS, LTD., an Oklahoma limited partnership (herein called the "Mortgagor"), having its principal office at 2601 Northwest Expressway, Oklahoma City, Oklahoma 73112 and SOUTHWEST TITLE & TRUST COMPANY, an Oklahoma corporation, Trustee (herein called the "Mortgagee"), having its principal office at 123 Park Avenue, Oklahoma City, Oklahoma 73102;

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of Eight Hundred Ninety Thousand Six Hundred Fifty-Six Dollars ($890,656.00), with interest thereon, according to the terms of a certain Promissory Note of even date herewith (herein called the "Note"), which Note matures on June 30, 1981;

NOW, THEREFORE, to secure to the Mortgagee the payment of the aforesaid indebtedness, with interest thereon, the payment of all other monies secured hereby or advanced hereunder and the performance of the covenants and agreements herein contained, the Mortgagor does hereby grant, bargain, sell, convey and mortgage unto the Mortgagee and to its successors and assigns, the real property located in Oklahoma County, State of Oklahoma, described on Exhibit "A" attached hereto, together with all and singular the tenements, hereditaments, and appurtenances thereof; all buildings and improvements now or hereafter constructed on the real property described on Exhibit "A"; all rents and profits therefrom; and all fixtures and goods to become fixtures, now owned or hereafter acquired by the Mortgagor and now or hereafter located in or used for the construction, development, operation, maintenance and/or leasing of the aforesaid buildings and improvements, all of which real estate and fixtures are hereinafter collectively called the "Mortgaged Premises" and are hereby declared to be subject to the lien of this Mortgage (herein called "Mortgage") as security for payment of the aforesaid indebtedness.

TO HAVE AND TO HOLD the Mortgaged Premises with all the rights, improvements and appurtenances thereunto belonging, or in anywise appertaining unto the Mortgagee, its successors and assigns, forever. The Mortgagor covenants that, except for easements and restrictive covenants of record and oil, gas and other minerals and all rights pertaining thereto, the Mortgagor is seized of an indefeasible estate in fee simple in the Mortgaged Premises, that the Mortgagor has a good right to sell, convey and mortgage the same, that the Mortgaged Premises are free and

TREASURER'S ENDORSEMENT
I hereby certify that I received $ 7914 and issued receipt No. 03261 therefore in payment of mortgage tax on the within mortgage
Dated this 25 day of April 1980
JOE B. BARNES, County Treasurer
By

WHEN RECORDED, MAIL TO:
SOUTHWEST TITLE & TRUST CO.
BOX 1234 ATTN. D. KIDD
OKLAHOMA CITY, OKLA. 73132

clear of all general and special taxes, liens, charges and encumbrances of every kind and character, and that the Mortgagor hereby warrants and will forever defend the title thereto against the claims of all persons whomsoever.

This Mortgage is made subject to the following covenants, conditions and agreements:

1. INDEBTEDNESS SECURED.

(a) If Mortgagor shall pay the indebtedness evidenced by the Note in accordance with its terms and shall punctually perform and comply with all the obligations, covenants and conditions contained herein, and upon payment in full of all amounts owing hereunder and under the Note, then in that event only, this Mortgage shall be and become null and void, and discharged of record at the cost of the Mortgagor, which cost Mortgagor agrees to pay.

(b) This Mortgage shall secure the payment of the above described Note, including any and all future advancements made by the Mortgagee thereunder, together with any renewals or extensions of said Note or other indebtedness. This Mortgage shall also secure the performance of all covenants and agreements contained herein and contained in any other instrument securing payment of the Note.

2. PRESERVATION AND MAINTENANCE OF PROPERTY. With respect to the Mortgaged Premises, the Mortgagor covenants and agrees to keep the same in good condition and repair; to pay all general and special taxes and assessments and other charges that may be levied or assessed upon or against the same as they become due and payable and to furnish to the Mortgagee receipts showing payment of any such taxes and assessments, if demanded; to pay all debts for repair or improvements, now existing or hereafter arising, that may become liens upon or charges against the same; to comply with or cause to be complied with all requirements of any governmental authority relating to the Mortgaged Premises; and to promptly repair, restore, replace or rebuild any part of the Mortgaged Premises which may be damaged or destroyed by any casualty whatsoever or which may be affected by any condemnation proceeding or exercise of eminent domain. The Mortgagor further covenants and agrees that the Mortgagor will not commit nor suffer to be committed any waste of the Mortgaged Premises; nor initiate, join in or consent to any change in any private restrictions limiting or defining the uses which may be made of the Mortgaged

Premises or any part thereof; nor permit any lien or encumbrance, of any kind or character, to accrue or remain on the Mortgaged Premises or any part thereof which might take precedence over the lien of this Mortgage except for that certain Mortgage and Security Agreement from the Mortgagor to The First National Bank and Trust Company of Oklahoma City (the "Bank") of even date covering the Mortgaged Premises and securing payment of indebtedness from the Mortgagor to the Bank in a principal sum not to exceed $7,000,000 (the "Prior Mortgage").

3. INSURANCE. The Mortgagor will keep the Mortgaged Premises insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief and (as, when and to the extent insurance against war risks is obtainable from the United States of America or any agency thereof) against war risks, all in amounts approved by the holder of the Prior Mortgage and shall provide the Mortgagee with policies of liability insurance in amounts approved by the holder of the Prior Mortgage, rent loss insurance in an amount equal to the full rental value of the Mortgaged Premises for at least one (1) year and when and to the extent required by the holder of the Prior Mortgage, against any other risk insured against by persons, operating like properties in the locality of the Mortgaged Premises; all insurance herein provided for shall be in form and companies approved by the holder of the Prior Mortgage, with loss payable to the holder of the Prior Mortgage and to the Mortgagee pursuant to the Oklahoma standard mortgage clause; if the Mortgagee by reason of such insurance receives any money for loss or damage, such amount may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the moneys secured by this Mortgage, or be paid over wholly or in part to the Mortgagor for the repair of said buildings or for the erection of new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, but the Mortgagee shall not be obligated to see to the proper application of any amount paid over to the Mortgagor.

4. CONDEMNATION. The Mortgagor covenants and agrees that if at any time all or any portion of the Mortgaged Premises shall be taken or damaged under the power of eminent domain, the award received by condemnation proceedings for any property so taken or any payment received in lieu of such condemnation proceedings shall be paid directly to the holder of the Prior Mortgage and to the Mortgagee and all or any portion of such award or payment, at the option of the Mortgagee, shall be applied to the indebtedness hereby secured or paid over, wholly or in part, to the Mortgagor for the purpose of altering, restoring or

rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as a result of any such taking or damage, or for any other purpose or object satisfactory to Mortgagee; provided, that the Mortgagee shall not be obligated to see to the application of any amount paid over to the Mortgagor.

5. INDULGENCES, EXTENSIONS, RELEASES AND WAIVERS.

(a) Mortgagee may at any time, without notice to any person, grant to the Mortgagor any indulgence, forbearance or any extension of time for the payment of any indebtedness secured hereby or allow any change or substitution of or for any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee, without in any manner affecting the liability of the Mortgagor, any endorsers of the indebtedness hereby secured or any other person liable for the payment of said indebtedness together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not charged or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the Mortgaged Premises or any other collateral or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases without in any manner affecting the liability of the Mortgagor, all endorsers, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage upon the entire remainder of the Mortgaged Premises which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any person or persons whomsoever.

(b) Any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor; neither the Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of

the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Premises and the Mortgagee extending, from time to time, the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of the Mortgagor or such other person, and, in the latter event, the Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee; regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for the indebtedness and may from time to time extend the time of payment or otherwise modify the terms of the Note and/or Mortgage without, as to the security of the remainder thereof, in anywise impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien; the holder of any subordinate lien shall have no right to terminate any lease affecting the Mortgaged Premises whether or not such lease be subordinate to this Mortgage; and the Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

6. TAXES. The Mortgagor hereby agrees to pay any and all taxes which may be levied or assessed directly or indirectly upon the Note and this Mortgage, or the debt secured hereby, without regard to any law which may be hereafter enacted, imposing payment of the whole or any part thereof upon the Mortgagee, its successors or assigns; and, upon violation of this agreement, or upon the rendering by any court of competent jurisdiction of a decision that such an agreement by a Mortgagor is legally inoperative, or if the rate of said tax added to the rate of interest provided for in said Note shall exceed the then maximum contract rate of interest, then, and in such event, the debt hereby secured, without deduction, shall, at the option of the Mortgagee, its successors or assigns, become immediately due and

payable, anything contained in this Mortgage or in the Note secured hereby notwithstanding. The additional amounts which may become due and payable hereunder shall be part of the debt secured by this Mortgage; provided, however, the provisions of this paragraph shall not apply to the amount to be paid under the present Oklahoma mortgage tax law, which the Mortgagee will pay.

7. MORTGAGEE'S RIGHTS.

(a) Upon the failure of the Mortgagor to pay any of the taxes or assessments, or other charges above mentioned, as they become due and payable, or to pay any other of the debts or liens above mentioned at the time above mentioned, or to insure the Mortgaged Premises, or to perform any of the Mortgagor's covenants and agreements herein, the Mortgagee is hereby authorized, at its option, to insure the Mortgaged Premises, or any part thereof, and to pay the costs of such insurance, and to pay such taxes, liens, assessments or other charges herein mentioned, or any part thereof, and to remedy the Mortgagor's failure to perform hereunder and pay the costs associated therewith, and the Mortgagor hereby agrees to refund on demand all sum or sums so paid, with interest thereon at the rate of eighteen percent 18% per annum; and this Mortgage shall stand as security therefor; and any such sum or sums so paid shall become a part of the indebtedness hereby secured; provided, however, that the retention of a lien hereunder for any sum so paid shall not be a waiver of subrogation or substitution which the Mortgagee might otherwise have had, and, in the event of the failure by the Mortgagor to keep the Mortgaged Premises insured in the manner and time herein provided, or if principal or interest is not paid at or within the time required by terms of the Note secured hereby, or in the event of default by the Mortgagor under the terms of the Prior Mortgage or the instruments evidencing the indebtedness secured thereby, or in the case of the actual or threatened demolition or removal of any of the Mortgaged Premises, or the failure to do any of the things herein agreed to be done, or on the breach of any of the terms of this Mortgage or the Note secured hereby, then in any of such events, whether the Mortgagee has paid any of the taxes, liens or other charges or procured the insurance, or remedied the Mortgagor's failure to perform, all as above mentioned, or not, the Mortgagee shall be entitled to exercise any or all remedies provided or referenced in this Mortgage.

(b) Upon the institution of any foreclosure proceeding by the holder of any mortgage or lien upon the Mortgaged Premises, including the holder of the Prior Mortgage, or if any law is hereafter passed by the State of Oklahoma deducting from the value of land, for the purpose of taxation, any lien thereon or changing in any way the laws now in force for the taxation of

mortgages, or debts, and the interest thereon secured by mortgages, for state or local purposes, or changing the manner of collection of any such taxation so as to affect this Mortgage or in case the Mortgagor should become insolvent, or should the Mortgagor make an assignment for the benefit of creditors, file a petition in bankruptcy, be adjudicated insolvent or bankrupt, petition or apply to any tribunal for any receiver or trustee for the Mortgagor or for any substantial part of the Mortgagor's property, commence any proceeding relating to the Mortgagor under the bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or by any act indicate the Mortgagor's consent to, approval of, or acquiescence in any such proceeding application or petition, or should a third person commence any such proceeding, file a petition or make such application, then in any of such events, the Mortgagee shall be entitled to exercise any or all remedies provided or referenced in this Mortgage.

(c) In the event the Mortgagor, without the prior written consent of the Mortgagee, shall mortgage, encumber, sell, transfer, convey or voluntarily or involuntarily permit or suffer the Mortgaged Premises or any part thereof to be mortgaged, encumbered, sold, transferred or conveyed, then the whole of the indebtedness evidenced by the Note shall, at the election of the Mortgagee, become immediately due and payable. This provision shall apply to each and every sale, transfer, conveyance or encumbrance regardless of whether or not the Mortgagee has consented to or waived its rights hereunder whether by action or nonaction in connection with any previous sale, transfer, conveyance or encumbrance, whether one or more.

(d) Upon default in any of the terms of the Note, this Mortgage, or any other instrument securing payment of the Note, the Mortgagee shall be entitled to exercise any or all remedies provided or referenced in this Mortgage.

(e) Upon the occurrence of any of the events of default described above, the whole of the indebtedness hereby secured shall, at the election of the Mortgagee, become immediately due and payable without notice and the Mortgagee, at its option, ay proceed to foreclose this Mortgage, with or without appraisement as the Mortgagee may elect at the time judgment is rendered; and thereupon or at any time during the existence of any such default, the Mortgagee shall be entitled to enter into possession of the premises and to collect the rents, issues and profits thereof, accrued and to accrue, and to apply the same on any indebtedness secured hereby or, if the Mortgagee so elects, the Mortgagee

shall be entitled to the appointment of a receiver in any court of competent jurisdiction to collect such rents, issued and profits under the direction of the court, notice of the exercise thereof being hereby waived. In addition the Mortgagee shall be entitled to exercise any and all other remedies available by applicable laws and judicial decisions.

8. FEES AND EXPENSES. It is agreed that if, and as often as, this Mortgage or the Note hereby secured is placed in the hands of an attorney for collection, or to protect the priority or validity of this Mortgage, or to defend any suit affecting the title to the Mortgaged Premises, or to enforce or defend any of the Mortgagee's rights hereunder, the Mortgagor shall pay to the Mortgagee its reasonable attorney's fees, together with all court costs, expenses for title examination, title insurance or other disbursements relating to the Mortgaged Premises, which sums shall be secured hereby.

9. NOTICE. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on the Mortgagor or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope addressed to such party, or its successors, at his, their or its address last known to the Mortgagee.

10. MISCELLANEOUS.

(a) The rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

(b) The covenants and agreements contained herein are binding upon the Mortgagor, and the successors and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns.

(c) In case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Mortgaged Premises may be sold in one parcel and as an entirety or in such parcels, manner or order as the Mortgagee in its sole discretion may elect.

(d) Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean

"Mortgagor and/or any subsequent owner or owners of the Mortgaged Premises," the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage," the word "Note" shall mean "note/s secured by this Mortgage" and the word "person" shall mean "an individual, corporation, partnership or unincorporated association."

(e) This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought and in recordable form.

(f) This Mortgage covers property situated in the State of Oklahoma, and is to be governed by the laws of the State of Oklahoma.

(g) Anything contained herein to the contrary notwithstanding, it is expressly understood and agreed that in any action or proceeding brought to enforce the Note, the indebtedness evidenced thereby, this Mortgage or any instrument securing the Note, no deficiency judgment shall be sought or obtained against the undersigned, and the holder of this Mortgage shall look solely to the Mortgaged Premises in full satisfaction of the indebtedness secured hereby.

11. PARTIAL INVALIDITY. Should any clause or provision of this Mortgage be invalid or void for any reason, such invalid or void clause shall not affect the whole of this instrument, and the balance of the provisions hereof shall remain in full force and effect.

EXECUTED AND DELIVERED the day and month first above written.

"Mortgagor"

ATRIUM TOWERS, LTD., an Oklahoma limited partnership

By: Thomas & Company, an Oklahoma general partnership
General Partner

By Michael C. Thomas
Michael C. Thomas
Managing Partner

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 25th day of April, 1980, by Michael C. Thomas, Managing Partner of Thomas & Company, an Oklahoma general partnership, General Partner on behalf of Atrium Towers, Ltd., an Oklahoma limited partnership.

Joan M. Cross
Notary Public

My commission expires:
July 2, 1983

Exhibit "A"

Legal Description

The following described real property located in Oklahoma County, Oklahoma:

A part of Section 1, Township 12 North, Range 4 West, I.M., Oklahoma County, Oklahoma, more particularly described as follows:

> Commencing at the Southwest corner of the Southwest Quarter of said Section 1; thence S. 88° 45' 31.9" E. along the south line of said Section 1 a distance of 1037.81 feet; thence N. 0° 04' 23.1" E. a distance of 50.01 feet to a point 50 feet at right angles to the south line of said Section 1, said point being the point of beginning; thence S. 88° 45' 31.9" E., parallel to and 50 feet north of the south line of said Section 1 a distance of 224.35 feet; thence N. 57° 28' 46" E. a distance of 16.63 feet; thence N. 23° 51' 51" E. a distance of 585.71 feet to a point 600 feet north of the south line of said Section 1; thence N. 88° 45' 31.9" W. and parallel with the south line of said Section 1 a distance of 474.69 feet; thence S. 0° 04' 23.1" W. and parallel with the west line of said Section 1 a distance of 550 feet to the point or place of beginning.

EXHIBIT B

COST ESTIMATE

Land Costs		$ 890,656
Direct Construction Costs		
Building Shell	$5,109,022	
Tenant Finish	1,073,000	
Security System	27,500	
Landscaping	50,000	$6,259,522
Indirect Costs		
Architecture and Engineering	$ 180,000	
Bonding and Insurance	20,000	
Legal and Accounting	30,000	
Inspection Fee	10,000	
Building Permit	5,000	
Partnership Management	70,000	
Pre-completion Management	110,000	
Leasing and Promotion	355,000	
Organizational Expenses	5,000	
Syndication Expenses	5,000	$ 790,000
Financing Expenses		
Construction Loan Origination Fees	$ 70,000	
Permanent Loan Origination Fees	70,000	
Interim Financing Interest	850,000	
Land Loan Interest	136,693	$1,126,693
Total		$9,066,871

LEASING AGREEMENT

THIS AGREEMENT made and entered into this 14 day of July, 1980, by and between ATRIUM TOWERS, LTD., an Oklahoma limited partnership (the "Owner"), and THE MICHAEL C. THOMAS COMPANIES, INC., an Oklahoma corporation (the "Agent");

W I T N E S S E T H:

WHEREAS, the Owner has acquired a certain tract of land at the northwest corner of the intersection of Grand Boulevard and Northwest 63rd Street, Oklahoma City, Oklahoma, containing approximately 4.47 acres, and which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"); and

WHEREAS, the Owner is in the process of constructing two pre-cast first class office buildings on the Land (the "Buildings"); and

WHEREAS, the Agent is engaged in the business of commercial leasing; and

WHEREAS, the Owner desires to retain the Agent on the terms and conditions set forth herein as its exclusive agent for the purpose of securing tenants for the Buildings;

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

1. Duties and Authority of Agent.

1.1 During the term hereof, the Agent agrees to exercise its best efforts to lease the Buildings on behalf of the Owner. For purposes hereof, "best efforts" is hereby defined as those usual and normal efforts generally exerted by other high quality commercial leasing agents in the Oklahoma City area. In connection therewith, the Agent shall undertake a program of selective advertising, to include the creation of leasing plans and other marketing aids, direct mail to brokers and prospective tenants and canvas by telephone and in person. In addition, the Agent shall establish marketing budgets, execute listing agreements and shall act as Owner's liaison with tenants and prospective tenants during the term hereof.

1.2 In dealing with third parties, the Agent shall have no power or authority to bind the Owner. Instead, all contracts, agreements and tenant leases secured by the Agent shall be expressly subject to written acceptance by the Owner.

EXHIBIT C

2. Term. The term of this Agreement shall be for an initial period of 1 year commencing as of the date hereof. Unless terminated by either party hereto, this Agreement shall continue after the expiration of the initial 1 year term and may be cancelled thereafter by either party hereto upon 30 days written notice.

3. Exclusive Agency. In consideration of the foregoing, the Owner hereby retains the Agent as its exclusive agent to lease the Buildings during the term hereof. By so doing, the Owner agrees to refrain from retaining any other person or company to lease the Buildings during the term hereof.

4. Compensation of the Agent.

4.1 With respect to each tenant lease secured by the Agent and accepted by the Owner, commissions shall be payable to the Agent in an amount equal to (a) 5% of basic rent payable during the first year of the primary term multiplied by the number of years of the primary term (not to exceed a period of 5 years), plus (b) 2 1/2% of basic rent payable during the sixth year of the primary term multiplied by the number of years remaining in the primary term (beginning with the expiration of the fifth year of the primary term).

4.2 No commissions shall be payable hereunder with respect to either the exercise of options (a) to extend the primary term of leases secured by the Agent, or (b) to expand space covered by leases secured by the Agent.

4.3 All commissions payable to the Agent hereunder shall be calculated by multiplying the agreed percentage against the aforesaid basic rents payable to the Owner, without the inclusion of any amounts payable by reason of escalation provisions contained in tenant leases (with respect to ad valorem taxes, hazard insurance premiums and operating costs), tenant security deposits or payments relating to tenant improvements installed by the Owner at tenant's expense.

4.4 With respect to each tenant lease agreement secured by Agent as provided herein, commissions shall be earned and payable in cash to the Agent in accordance with the following:

(a) 50% of the commission shall be paid upon execution and delivery of the tenant lease agreement by the parties thereto;

(b) the remaining 50% of the commission shall be paid when the tenant is in actual occupancy of the leased premises.

4.5 The Agent shall compensate all subagents and brokers retained by it for the purpose of leasing the Buildings and the Owner shall have no responsibility for the payment of commissions arising therefrom and shall be indemnified and held harmless by the Agent with respect thereto.

4.6 If, within 90 days after termination of this Agreement, the Owner shall lease any portion of the Buildings to any tenant to whom the Agent has shown the Buildings during the term hereof and whose name the Agent shall have furnished the Owner in writing within 15 days after termination, then the Agent shall be entitled to receive its commissions as provided herein on the same basis as if such tenant lease had been executed and delivered during the term hereof. Provided, however, in no event shall the Agent furnish the Owner names of more than 15 prospective tenants to whom the Agent has shown the Buildings.

5. Expenses. Unless agreed to herein or in writing by the parties hereto, the Agent shall bear all costs and expenses incurred by it in connection with the performance of its duties hereunder. Provided, however, the types of expenditures by Agent for advertising and promotion shall be determined by the mutual agreement of the Agent and the Owner, and the Owner shall reimburse Agent for all advertising and promotion costs incurred by the Agent in connection with the performance of its duties hereunder.

6. Administration.

6.1 As soon as practicable, the Owner shall furnish the Agent a form of tenant lease (the "Form Lease"). The Form Lease shall include all exhibits thereto including, but not limited to, a form of tenant finish schedule and tenant estoppel certificate. The Agent shall exercise its best efforts to cause prospective tenants to execute the Form Lease without modification or amendment.

6.2 As soon as practicable, the Owner shall furnish the Agent with a schedule of minimum rents applicable to the Buildings (the "Rent Schedule"). The Agent shall in no event offer to lease space in the Buildings at rates less than those reflected in the Rent Schedule.

6.3 The Owner may amend the Form Lease and the Rent Schedule at any time by written notice to the Agent. In such case, the Form Lease and the Rent Schedule, as amended, shall prospectively govern the activities undertaken by the Agent hereunder.

6.4 All tenant leases secured by the Agent shall be subject to written acceptance by the Owner. The Agent agrees to promptly submit all tenant leases to the Owner for acceptance or rejection and to thereafter assist the Owner in securing all documentation from tenants that is necessary to consummate the permanent mortgage loan financing of the Buildings.

7. Notices.

7.1 All notices, requests, demands, instructions or other communications called for hereunder or contemplated hereby shall be in writing, shall be deemed to have been made if personally delivered in return for a receipt or mailed by registered or certified mail, return receipt requested, to the parties at their addresses set forth below. The date of personal delivery shall be the date of giving notice or if any notice, request, demand, instruction or other communication is given or made by mail in the manner prescribed above, notice shall be deemed to have been given 3 business days after the date of mailing. Either party may change the address to which notices are given by giving notice in the manner herein provided.

7.2 Notices to the Owner shall be addressed as follows:

Atrium Towers, Ltd.
Attn: Thomas & Company
General Partner
The Oil Center Building
2601 Northwest Expressway
Oklahoma City, Oklahoma 73112

7.3 Notices to the Agent shall be addressed as follows:

The Michael C. Thomas Companies, Inc.
The Oil Center Building
2601 Northwest Expressway
Oklahoma City, Oklahoma 73112

8. Miscellaneous.

8.1 Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

8.2 This Agreement embodies all agreements of the parties hereto and may not be altered or modified except by an instrument in writing signed by the Owner and the Agent.

8.3 The Agent's interest under this Agreement may not be assigned or otherwise transferred by the Agent without the prior written consent of the Owner.

8.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts made and performed entirely therein.

8.5 This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument.

EXECUTED AND DELIVERED as of the date first above written.

the "Owner"

ATRIUM TOWERS, LTD., an Oklahoma limited partnership

By: Thomas & Company, an Oklahoma general partnership
General Partner

By _____
Michael C. Thomas
Managing General Partner

the "Agent"

THE MICHAEL C. THOMAS COMPANIES, INC., an Oklahoma corporation

(SEAL)

By _____
Vice-President

ATTEST:

_____
Secretary

Exhibit "A"

Legal Description

The following described real property located in Oklahoma County, Oklahoma:

A part of Section 1, Township 12 North, Range 4 West, I.M., Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 1; thence S. 88° 45' 31.9" E. along the south line of said Section 1 a distance of 1037.81 feet; thence N. 0° 04' 23.1" E. a distance of 50.01 feet to a point 50 feet at right angles to the south line of said Section 1, said point being the point of beginning; thence S. 88° 45' 31.9" E., parallel to and 50 feet north of the south line of said Section 1 a distance of 224.35 feet; thence N. 57° 28' 46" E. a distance of 16.63 feet; thence N. 23° 51' 51" E. a distance of 585.71 feet to a point 600 feet north of the south line of said Section 1; thence N. 88° 45' 31.9" W. and parallel with the south line of said Section 1 a distance of 474.69 feet; thence S. 0° 04' 23.1" W. and parallel with the west line of said Section 1 a distance of 550 feet to the point or place of beginning.

MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 14 day of July, 1980, by and between ATRIUM TOWERS, LTD., an Oklahoma limited partnership (the "Owner") and THE MICHAEL C. THOMAS COMPANIES, INC., an Oklahoma corporation (the "Agent");

W I T N E S S E T H:

WHEREAS, the Owner has acquired a certain tract of land at the northwest corner of the intersection of Grand Boulevard and Northwest 63rd Street in Oklahoma City, Oklahoma, containing approximately 4.47 acres, and which is more particularly described on Exhibit A attached hereto (the "Land"); and

WHEREAS, the Owner is in the process of constructing two pre-cast first class office buildings on the Land (the "Buildings"); and

WHEREAS, the Owner desires to retain the Agent to manage the Buildings in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. The Owner hereby appoints the Agent as its exclusive agent to manage the Buildings.

2. The Agent hereby accepts the appointment to manage the Buildings on the terms and conditions contained herein.

3. The obligations of the parties hereunder shall commence upon the date that tenants of the Owner are in actual occupancy of the Buildings and shall continue until terminated in accordance with the provisions of paragraph 4 hereof.

4. This Agreement may be terminated in accordance with the following provisions:

(a) If an involuntary petition in bankruptcy is filed by or against either the Owner or the Agent, which petition remains in effect and unstayed for a period of sixty (60) days, or upon the filing of a voluntary petition in bankruptcy by either party or the claiming of benefits under any insolvency act, or the appointment of a receiver for or any assignment for the benefit of the creditors of either party, then and in any of such events, this Agreement shall terminate without notice.

EXHIBIT D

(b) In the event of termination or dissolution of either the Agent or of the Owner or sale of the Land and Buildings by the Owner, this Agreement shall terminate without notice.

(c) Upon 6 months written notice, either the Owner or the Agent may terminate this Agreement for any reason whatsoever.

In any such event, the Agent shall be entitled to receive only the compensation payable under paragraph 10 hereof through the effective date of such termination. If, on the effective date of any such termination, there are any bills outstanding which have been incurred by Agent for and on behalf of Owner in accordance with the provisions hereof, the Owner will pay all of such bills and will hold Agent harmless from liability thereunder.

5. The Agent will perform the following services on behalf of the Owner and the Owner agrees to pay all expenses incurred in connection therewith:

(a) The Agent agrees to collect rentals and other charges from tenants of the Buildings and deposit the same in an operating account maintained by Agent for the exclusive benefit of the Owner. Owner agrees to maintain a minimum balance of Five Thousand Dollars ($5,000) in such operating account. Such monies of Owner shall not be commingled with funds of the Agent. The Agent may withdraw from such operating account all disbursements which are to be made at the expense of Owner hereunder, including compensation payable to the Agent as provided herein.

(b) The Agent agrees to make expenditures and disbursements for Owner's account from time to time as Owner shall direct.

(c) The Agent agrees to obtain necessary supplies for the efficient operation of the Buildings at the lowest possible price, giving the Owner the benefit of all discounts and allowances.

(d) The Agent agrees to maintain at Agent's office for Owner's inspection at any time, complete and accurate records, in accordance with sound accounting practices, of all receipts and disbursements relating to the Buildings.

(e) The Agent agrees to render on or before the 20th day following the end of each calendar quarter, statements to the Owner setting forth all receipts and disbursements for the preceding calendar quarter. Such statements shall be accompanied by a schedule listing all vacancies in the Buildings and shall set forth all delinquent rental accounts and the amounts in which each tenant is so delinquent.

(f) The Agent agrees to make disbursements out of monies collected from tenants and advanced by Owner for the charges incurred by Agent in the management and operation of the Buildings as provided herein, and such other obligations which the Owner may have incurred in connection with operation of the Buildings and which the Owner shall direct Agent to pay. It is mutually understood that if disbursements and charges shall be in excess of the receipts, the Owner agrees to pay such excess promptly, and nothing contained herein shall obligate the Agent to advance its own funds on behalf of the Owner.

(g) The Agent agrees to submit for prior approval by Owner any expenditures exceeding Five Thousand Dollars ($5,000) in any one instance, except monthly or recurring operational charges approved by Owner, and emergency repairs in excess of the maximum amount if, in the opinion of Agent, such repairs are necessary to protect the Buildings from damage or to maintain uninterrupted services to tenants as required by their tenant leases, or to comply with local governmental laws and regulations applicable thereto.

(h) The Agent agrees to cause to be hired, compensated and discharged all persons necessary to perform the obligations of the Agent pursuant hereto. Such persons shall be employees of Agent. All expenditures, including, without limitation, all payroll taxes, insurance costs and wages, relating directly or indirectly to such employees, shall be reimbursed to Agent by Owner. Provided, however, in no event shall the Owner be charged with overhead costs incurred by Agent in the conduct of its operations.

(i) The Agent agrees to advise Owner promptly, with confirmation in writing, of the service upon Agent of any summons, subpoena, or any legal document, including all notices, letters or other communications setting out or claiming any alleged liability of the Owner.

(j) Upon request by Owner, the Agent agrees to pay on behalf of Owner all taxes and assessments attributable to the Land and the Buildings. With respect to assessments, Agent will request Owner's direction as to whether to pay same in installments or in lump sum. Agent shall provide a copy of all such tax bills and assessment bills (as the case may be) marked "paid" to Owner at least five (5) days prior to the due date of any such taxes or assessments.

6. During the term hereof, Agent shall have and is hereby granted the following powers to be exercised by Agent in the name of and on behalf of Owner:

(a) To collect rents and security deposits and to issue notices to vacate for nonpayment of rent.

(b) With the consent of Owner in each instance, to cancel leases and to give releases and to proceed to evict tenants for breach of any lease obligations.

(c) To demand, sue for, recover, and collect rents and other monies due to Owner including, but not by way of limitation, damages for injury to the Buildings.

(d) To settle, compromise, and release any and all claims in connection with ownership of the Buildings asserted by or against Owner where the sum involved is Five Thousand Dollars ($5,000) or less.

(e) To employ counsel for any of the foregoing purposes, whenever desirable to protect Owner's interest, it being understood that any counsel employed must be approved by Owner.

(f) To renegotiate and enforce (at Owner's direction) the following contracts in the name of and at the expense of Owner:

(i) Contracts for utility services to the Buildings, including electricity, gas and telephone services.

(ii) Contracts for utility bonds, it being understood that utility bonds shall be approved by Owner before execution of same.

(iii) Contracts for additional outside services, including vermin and extermination protection, security protection, refuse collection, equipment maintenance, cleaning and such other services as Agent shall deem necessary and advisable.

7. The Owner shall carry public liability, workmen's compensation, fidelity and such other insurance as may be necessary for the protection of the interests of Owner and Agent. In each such policy of insurance, Owner agrees to designate Agent as an additional insured; the carrier and the amount of coverage in each policy shall be mutually agreed upon by Owner and Agent. A certificate of each policy issued by the carrier shall be delivered to Agent by Owner upon issuance thereof.

8. The Agent shall indemnify and hold harmless the Owner against any claims which may be made against the Owner arising out of (a) any failure of the Agent to perform promptly the obligations it has assumed hereunder provided such failure was not caused by Owner or events beyond the reasonable control of Agent and provided further that Owner has, after written request and to the extent not available from funds received by Agent for Owner's account, furnished Agent sufficient funds to perform such obligations, (b) any acts of the Agent beyond the scope of the Agent's authority hereunder and not authorized or ratified by Owner, and (c) any gross negligence of Agent, its agents, servants or employees.

9. The compensation of the Agent for performance of its duties hereunder shall be a sum equal to 4% of "monthly gross rental and miscellaneous income" from the Buildings (the "Management Fee"). The Management Fee shall be calculated each calendar month and shall be paid to Agent on or before the 15th day of each succeeding calendar month. The "annual gross rental and miscellaneous income" from the Buildings shall be determined on the cash basis method of accounting and shall not include tenant security deposits (unless forfeited) but shall include additional rent paid by tenants to Owner in compliance with escalation provisions contained in lease agreements for ad valorem taxes, insurance, operating costs and common area maintenance charges.

10. During the term hereof, the Agent agrees to exercise its best efforts to negotiate and secure renewals of expiring tenant leases covering the Buildings in accordance with the following:

(a) In dealing with third parties, the Agent shall have no power or authority to bind the Owner. Instead, all tenant leases secured by the Agent shall be expressly subject to written acceptance by the Owner.

(b) The Agent shall be entitled to commissions in the following events:

(i) If the Agent negotiates a new lease with a tenant in occupancy of the Buildings under an expiring lease, the Agent shall be entitled to receive commissions (with respect to each such tenant lease secured by Agent and accepted by Owner) in an amount equal to (A) 1% of basic rent payable during the first year of the primary renewal term multiplied by the number of years of the primary renewal term (not to exceed a period of 5 years), plus (B) 1/2 of 1% of basic rent payable during the sixth year of the primary renewal term multiplied by the number of

years remaining in the primary renewal term (beginning with the expiration of the fifth year of the primary renewal term).

(ii) If a tenant under an existing lease agreement (or a lease agreement secured by the Agent pursuant to paragraph 10(b)(i) hereof) exercises an option (or options) to extend the term of such a lease, the Agent shall be entitled to receive commissions calculated under paragraph 10(b)(i) with the basic rents to be determined as of the first year of the extended term of such lease.

(iii) If a tenant under an existing lease agreement (or a lease agreement secured by Agent pursuant to paragraph 10(b)(i) hereof) exercises an option (or options) to expand the space covered by such lease, the Agent shall be entitled to commissions calculated under paragraph 10(b)(i) hereof.

(c) All commissions payable to the Agent hereunder shall be calculated by multiplying the agreed percentage against the aforesaid basic rents payable to the Owner, without the inclusion of any amounts payable by reason of escalation provisions contained in tenant leases (with respect to ad valorem taxes, hazard insurance premiums and operating costs), tenant security deposits or payments relating to tenant improvements installed by the Owner at tenant's expense.

(d) With respect to each tenant lease agreement secured by Agent as provided herein, commissions shall be earned and payable in cash to the Agent upon execution and delivery of a tenant lease agreement by the parties thereto, or exercise of the options described in paragraphs 10(b)(ii) and 10(b)(iii) hereof.

(e) The Agent shall compensate all subagents and brokers retained by it for the purpose of leasing the Buildings and the Owner shall have no responsibility for the payment of commissions arising therefrom and shall be indemnified and held harmless by the Agent with respect thereto.

(f) Unless agreed to herein or in writing by the parties hereto, the Agent shall bear all costs and expenses incurred by it in connection with the performance of its leasing activities hereunder. Provided, however, the types of expenditures by Agent for advertising and promotion shall be determined by the mutual agreement of the Agent and the Owner, and the Owner shall reimburse Agent for all advertising and promotion costs incurred by the Agent in connection with the performance of its duties hereunder.

11. The Agent may not assign its rights and/or obligations under this Agreement without the Owner's prior written approval. Any transfer of 50% or more of the issued and outstanding stock of Agent shall be deemed to be an assignment within the contemplation of this paragraph.

12. It is the intention of the parties hereto to create a relationship wherein the Agent is an independent contractor of Owner. Nothing herein contained shall be construed as creating the relationship of employer-employee or establishing any partnership or joint venture between Owner and Agent.

13. All notices provided for herein shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, as follows:

(a) If made by Owner, addressed to Agent as follows:

The Michael C. Thomas Companies, Inc.
The Oil Center Building
2601 Northwest Expressway
Oklahoma City, Oklahoma 73112

or to such other address as Agent may from time to time designate to Owner.

(b) If made by Agent, addressed to Owner as follows:

Atrium Towers, Ltd.
Attn: Thomas & Company
General Partner
The Oil Center Building
2601 Northwest Expressway
Oklahoma City, Oklahoma 73112

or to such other address as Owner may from time to time designate to Agent.

14. This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

"Owner"

ATRIUM TOWERS, LTD.,
an Oklahoma limited partnership

By: Thomas & Company
General Partner

By _____
Michael C. Thomas
Managing General Partner

"Agent"

THE MICHAEL C. THOMAS COMPANIES, INC.,
an Oklahoma corporation

(Seal)

By _____
Vice-President

ATTEST:

_____
Secretary

Exhibit "A"

Legal Description

The following described real property located in Oklahoma County, Oklahoma:

A part of Section 1, Township 12 North, Range 4 West, I.M., Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 1; thence S. 88° 45' 31.9" E. along the south line of said Section 1 a distance of 1037.81 feet; thence N. 0° 04' 23.1" E. a distance of 50.01 feet to a point 50 feet at right angles to the south line of said Section 1, said point being the point of beginning; thence S. 88° 45' 31.9" E., parallel to and 50 feet north of the south line of said Section 1 a distance of 224.35 feet; thence N. 57° 28' 46" E. a distance of 16.63 feet; thence N. 23° 51' 51" E. a distance of 585.71 feet to a point 600 feet north of the south line of said Section 1; thence N. 88° 45' 31.9" W. and parallel with the south line of said Section 1 a distance of 474.69 feet; thence S. 0° 04' 23.1" W. and parallel with the west line of said Section 1 a distance of 550 feet to the point or place of beginning.

PRECOMPLETION MANAGEMENT AND LEASE UP AGREEMENT

THIS AGREEMENT made and entered into this 14 day of July, 1980, by and between ATRIUM TOWERS, LTD., an Oklahoma limited partnership (the "Owner") and THE MICHAEL C. THOMAS COMPANIES, INC., an Oklahoma corporation (the "Contractor");

W I T N E S S E T H:

WHEREAS, the Owner has acquired a certain tract of land at the northwest corner of the intersection of Grand Boulevard and Northwest 63rd Street in Oklahoma City, Oklahoma, containing approximately 4.47 acres, and which is more particularly described on Exhibit A attached hereto (the "Land"); and

WHEREAS, the Owner is in the process of constructing two pre-cast first class office buildings on the Land (the "Buildings"); and

WHEREAS, the Owner desires to retain the Contractor to perform services in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. The Owner hereby appoints the Contractor as its exclusive agent to perform the services described herein.

2. The Contractor hereby accepts the appointment to perform the services described herein on the terms and conditions contained herein.

3. The obligations of the parties hereunder shall commence upon the date hereof and unless sooner terminated as provided herein, shall continue until December 31, 1980, or such earlier date upon which construction of the Buildings is completed and tenants are in actual occupancy of not less than 50% of the net rentable area comprising the Buildings.

4. If an involuntary petition in bankruptcy is filed by or against either the Owner or the Contractor, which petition remains in effect and unstayed for a period of sixty (60) days, or upon the filing of a voluntary petition in bankruptcy by either party or the claiming of benefits under any insolvency act, or upon the appointment of a receiver for or any assignment for the benefit of the creditors of either party, or in the event of dissolution of either party this Agreement shall terminate without notice.

EXHIBIT E

5. The Contractor will perform the following services on behalf of the Owner:

(a) The Contractor agrees to review the construction contracts between the Owner and its general contractor, together with a complete set of plans and specifications for construction of the Buildings and to conduct, from time to time, but not less than weekly, on-site inspections of the Buildings and to periodically report to the Owner with respect to the progress of construction;

(b) The Contractor agrees to act as the Owner's liaison with tenants of the Buildings and in connection therewith, shall assist tenants in the layout and planning of their office space, shall coordinate the construction of tenant finish work including, but not limited to, the securing of building permits and certificates of occupancy from the City of Oklahoma City and shall assist tenants (to the extent required) in accomplishing their initial occupancy of the Buildings;

(c) The Contractor agrees to secure from tenants in occupancy of the Buildings tenant acceptance letters, estoppel certificates, subordination, attornment and nondisturbance agreements and all other documentation required by the Owner's permanent mortgage lender;

(d) The Contractor agrees to negotiate the following contracts in the name of and at the expense of Owner:

(i) Contracts for utility services to the Buildings, including electricity, gas and telephone services;

(ii) Contracts for utility bonds, it being understood that utility bonds shall be approved by Owner before execution of same; and

(iii) Contracts for additional outside services, including vermin and extermination protection, security protection, refuse collection, equipment maintenance, cleaning, janitorial and such other services as Contractor shall deem necessary and advisable.

6. The Owner shall carry public liability, workmen's compensation, fidelity and such other insurance as may be necessary for the protection of the interests of Owner and Contractor. In each such policy of insurance, Owner agrees to designate Contractor as an additional insured; the carrier and the amount of coverage in each policy shall be mutually agreed upon by Owner and Contractor. A certificate of each policy issued by the carrier shall be delivered to Contractor by Owner upon issuance thereof.

7. The Contractor shall indemnify and hold harmless the Owner against any claims which may be made against the Owner arising out of (a) any failure of the Contractor to perform the obligations it has assumed hereunder provided such failure was not caused by Owner or events beyond the reasonable control of Contractor and provided further that Owner has, after written request and to the extent not available from funds received by Contractor for Owner's account, furnished Contractor sufficient funds to perform such obligations, (b) any acts of the Contractor beyond the scope of the Contractor's authority hereunder and not authorized or ratified by Owner, and (c) any gross negligence of Contractor, its agents, servants or employees.

8. In consideration for the services to be performed by the Contractor hereunder, the Owner agrees to pay the Contractor, on or before December 31, 1980, the sum of $110,000.

9. The Contractor may not assign its rights and/or obligations under this Agreement without the Owner's prior written approval. Any transfer of 50% or more of the issued and outstanding stock of the Contractor shall be deemed to be an assignment within the contemplation of this paragraph.

10. It is the intention of the parties hereto to create a relationship wherein the Contractor is an independent contractor of Owner. Nothing herein contained shall be construed as creating the relationship of employer-employee or establishing any partnership or joint venture between Owner and Contractor.

11. All notices provided for herein shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, as follows:

(a) If made by Owner, addressed to Contractor as follows:

The Michael C. Thomas Companies, Inc.
The Oil Center Building
2601 Northwest Expressway
Oklahoma City, Oklahoma 73112

or to such other address as Contractor may from time to time designate to Owner.

(b) If made by Contractor, addressed to Owner as follows:

Atrium Towers, Ltd.
Attn: Thomas & Company
General Partner
The Oil Center Building
2601 Northwest Expressway
Oklahoma City, Oklahoma 73112

or to such other address as Owner may from time to time designate to Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

"Owner"

ATRIUM TOWERS, LTD.,
an Oklahoma limited partnership

By: Thomas & Company
General Partner

By _____
Michael C. Thomas
Managing General Partner

"Contractor"

THE MICHAEL C. THOMAS COMPANIES, INC.,
an Oklahoma corporation

(Seal)

By _____
Vice-President

ATTEST:

_____
Secretary

Exhibit "A"

Legal Description

The following described real property located in Oklahoma County, Oklahoma:

A part of Section 1, Township 12 North, Range 4 West, I.M., Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 1; thence S. 88° 45' 31.9" E. along the south line of said Section 1 a distance of 1037.81 feet; thence N. 0° 04' 23.1" E. a distance of 50.01 feet to a point 50 feet at right angles to the south line of said Section 1, said point being the point of beginning; thence S. 88° 45' 31.9" E., parallel to and 50 feet north of the south line of said Section 1 a distance of 224.35 feet; thence N. 57° 28' 46" E. a distance of 16.63 feet; thence N. 23° 51' 51" E. a distance of 585.71 feet to a point 600 feet north of the south line of said Section 1; thence N. 88° 45' 31.9" W. and parallel with the south line of said Section 1 a distance of 474.69 feet; thence S. 0° 04' 23.1" W. and parallel with the west line of said Section 1 a distance of 550 feet to the point or place of beginning.

CONDITIONAL ACCEPTANCE

February 22, 1980

The National Life and Accident
Insurance Company
National Life Center
Nashville, Tennessee 37250

Re: Mortgage Loan Commitment No. 097330 dated January 22, 1980 (the "Commitment") from The National Life and Accident Insurance Company ("National") to Atrium Towers, Ltd., an Oklahoma limited partnership to be formed (the "Partnership"), a copy of which is attached hereto as Exhibit A

Gentlemen:

On behalf of the Partnership, the undersigned is pleased to advise you of our acceptance of the Commitment, which is conditioned only upon acceptance by National of the amendments thereto that are hereinafter set forth.

The Commitment shall be modified and amended as follows:

1. Numerical paragraph 1 of the Commitment shall be deleted and the following substituted in lieu thereof:

"1. Borrower: Atrium Towers, Ltd. - an Oklahoma limited partnership composed of Michael C. Thomas and Thomas A. Thomas, III as General Partners and Thomas A. Thomas, Jr., Jimmie C. Thomas, Paul A. Marsh, Jr., together with various additional persons as Limited Partners."

EXHIBIT F

2. The following sentence shall be added to the second paragraph of numerical paragraph 8 of the Commitment:

> "In connection therewith the Borrower shall furnish National a form of tenant lease for its approval; once National has approved such form, tenant leases thereafter entered into by execution of such form, without modification, shall be deemed to be approved in form by National."

3. The two dates included in numerical paragraph 23 of the Commitment shall be deleted and "June 1, 1981" and "June 30, 1981" shall be substituted in lieu thereof.

4. The two dates contained in numerical paragraph 31 of the Supplemental Conditions to the Commitment shall be deleted and "June 1, 1981" and "June 30, 1981" shall be substituted in lieu thereof.

5. The date included in numerical paragraph 32 of the Supplemental Conditions to the Commitment shall be deleted and "May 1, 1980" shall be substituted in lieu thereof.

6. ~~The second sentence included in numerical paragraph 36 of the Supplemental Conditions to the Commitment shall be deleted and the following substituted in lieu thereof:~~ EKH MCP

> ~~"Said lease will contain an escalation provision acceptable to National with all operating expenses (including tax and insurance costs) not to exceed $3.00 per square foot of net rentable area being paid by tenants."~~

7. Numerical paragraph 37 of the Supplemental Conditions to the Commitment shall be amended to change the dates included therein to the following:

(a) April 30, 1981 to June 30, 1981;

~~(b) February 1, 1982 to April 1, 1982;~~ EKH MCP

~~(c) February 28, 1982 to April 30, 1982.~~ EKH MCP

8. The last sentence included in numerical paragraph 45 of the Supplemental Conditions to the Commitment shall be deleted and the following substituted in lieu thereof:

"Said bank loan will be secured by second mortgage to be completely amortized on or before the expiration of two years from National's funding."

Enclosed herein are the following:

(a) Certificate of deposit in the amount of $140,000 comprising the balance of the Liquidated Damage Deposit of $210,000;

(b) Check payable to National in the sum of $35,000 in payment of nonrefundable commitment fee payable to National.

Subject only to acceptance by National of the amendments set forth herein, the undersigned hereby unconditionally accepts the Commitment. If you are in agreement, please sign the enclosed copy of this letter and return it to the undersigned.

Very truly yours,

Michael C. Thomas

ACCEPTED AND AGREED TO this 15th day of ~~February~~ March, 1980

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

By Ernest K. Hardison II

Ernest K. Hardison, III
Assistant Vice President

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

National Life Center

Nashville, Tennessee 37250

MORTGAGE LOAN COMMITMENT

Atrium Towers, Ltd.
c/o Michael C. Thomas
The Oil Center
2601 Northwest Expressway
Oklahoma City, Oklahoma

Date January 22, 1980

Number 09 73 30

Supplement of 3 pages attached

The National Life and Accident Insurance Company (herein called "National") hereby agrees to make or purchase the first mortgage loan identified below, (herein called the "Loan") based on the representations made in the Borrower's request for financing. National's obligations hereunder are subject to the Borrower's compliance with each of the terms and conditions set forth herein, prior to the date this Loan is made or purchased by National (herein called the "Closing").

THE LOAN

1. BORROWER: Atrium Towers, Ltd. - an Oklahoma limited partnership composed of Tom A. Thomas, Jr., Tom A. Thomas, III, and Michael C. Thomas, as general partners, & various limited partners to include Jimmie C. Thomas and Paul A. Marsh, Jr.

2. AMOUNT: $7,000,000* Interest Rate: 11 1/4 per annum. Amortization: 30 years Term: 15 years
*See Condition No. 37

3. REPAYABLE: Monthly, in advance, in installments of $ 67,375 for 179 months with the entire outstanding principal balance and accrued interest to be paid in the 180th month. Monthly installments are based on a 30 year level amortization, however, the loan is to mature at the end of 15 years. The first installment shall be applied to principal only and shall be due on the first day of the month following the closing of the loan along with accrued interest from the date of closing.

4. ESCROW (TAXES/INSURANCE): The Mortgage will require the Borrower to pay monthly non-interest bearing deposits of 1/12th of the annual taxes and premiums for hazard insurance and other required insurance coverage as estimated by National to accumulate for such charges when due.

5. PREPAYMENT OPTION: The following prepayment privilege will be incorporated in the Note:

   (A) The right is reserved to prepay this note in full on any interest bearing date after 12 years from the date of commencement of amortization by giving sixty days prior written notice of the intention to prepay and by paying a bonus of five percent of the principal balance during the thirteenth year with the bonus declining one half of one percent per year thereafter.

   (B) No right is reserved to prepay this note in part.

   (C) Payment of the outstanding principal balance at the end of the fifteenth loan year shall be a par plus accrued interest.

6. LATE CHARGE: National shall have the right to require Borrower to pay a late charge in the event any amounts due under the Note and/or Mortgage are not paid when due. The late charge shall be an amount equal to 10% per month of the delinquent payment prorated daily which is $ 224.59 per day for each day payment is received late, not to exceed the maximum amount permitted by law of the state in which the Real Property is located.

EXHIBIT A

THE SECURITY

The evidence of indebtedness (herein called the "Note") shall be secured by a mortgage, deed of trust, or security deed (herein called the "Mortgage") which shall be a first lien on the marketable fee simple absolute title to the real property generally described herein, the appurtenances thereto, the improvements now or hereafter erected thereon, and the rents, issues and profits thereof (herein collectively called the "Real Property"), subject only to such encumbrances as shall be acceptable to National and free of the possibility of any prior mechanics' or materialmen's liens or special assessments for work completed or under construction on the date of Closing, and further secured by other security described in Section 8 herein.

7. THE REAL PROPERTY

LOCATION: Northwest corner Grand Avenue and Northwest 63rd Street, Oklahoma City, Oklahoma County, Oklahoma.

Plot Size: Approximately 242,651 square feet with approximately 535' frontage on Grand Avenue and approximately 318' frontage on 63rd Street. See Cond. No. 46.

General Description of Improvements: Two six level office buildings of precast concrete and steel panels with sand blasted concrete finish, two automatic elevators each, a 25.5' by 36' atrium each, each containing approximately 80,352 gross square feet; paved parking for 475; per outline specifications R. W. Finley's appraisal dated January 9, 1980 and per HTB, Inc.'s preliminary drawing dated January 7, 1980. The total minimum net rentable area (and net useable) area is to be 132,902 sq.ft. and the minimum total gross rentable area is to be* The exact legal description is to be furnished within 15 days of the date of this Commitment and must be satisfactory to National.

*151,500 sq.ft. (132,902 sq.ft. X 1.14).

8. OTHER SECURITY

PERSONAL PROPERTY: National shall require a Security Agreement which shall be a first lien on all personal property, including, but not limited to, furniture, fixtures, and equipment now or hereafter used in connection with the operation and maintenance of the Real Property together with any additions thereto and replacements thereof. A complete itemized inventory of such property is to be furnished to and approved by National prior to Closing.

LEASES: All leases affecting any part of the Real Property shall be submitted to National for examination and all requirements of National's counsel regarding such leases, including without limitation the superiority or subordination of any such leases to the Mortgage must be satisfied. No rents other than the current installment are to be paid in advance. All such leases shall be assigned of record to National as additional security for the Loan and notice thereof served on the tenants. National is to be furnished estoppel certificates from all tenants in form satisfactory to National.

OTHER:

STANDARD CONDITIONS

9. INSURANCE: Policies of fire, extended coverage, vandalism and malicious mischief insurance and such other hazard insurance (including war damage insurance, if available, from the U.S. Government or any agency thereof) as National may require, in form, amount and companies satisfactory to National, are to be delivered to National (and maintained during the term of the Loan) and where required by National, have acceptable waiver of subrogation clauses attached, together with evidence of payment of premiums thereon. An insurance schedule for National's approval must be submitted at least 15 days prior to Closing.

Such insurance policies shall cover loss of rent or income equal to $ 132,565 per month for 12 months. All such policies shall have acceptable mortgagee clauses in National's favor.

10. NO MATERIAL CHANGE: Except as may be otherwise provided herein, all features of the transaction shall be as represented in the request for financing and other loan submission papers without material change.

Prior to date of Closing no part of the Real Property (or personal property required as security for the Loan) shall have been damaged and not repaired to National's satisfaction, nor taken in condemnation or other similar proceeding, nor shall any such proceeding be pending. Neither the Borrower nor any tenant under any lease to be assigned as security nor any guarantor of the Loan or any such lease shall be the subject of any bankruptcy, reorganization, or insolvency proceeding.

11. PRIOR DEFAULT: No default shall have occurred and be continuing in the performance of any obligation in the instruments evidencing or securing the Loan or incident thereto.

12. COMPLIANCE WITH LAW: Evidence satisfactory to National shall be furnished certifying that all improvements and their intended use comply fully with all applicable zoning and building laws, ordinances, and regulations, and all other applicable laws and requirements. Borrower shall furnish Mortgagee with an occupancy permit issued by the governmental agency having jurisdiction thereof if such permit is available.

13. STREET ACCESS AND UTILITIES: The Real Property must have adequate access to all adjacent streets and all streets necessary for access to the Real Property must be completed, dedicated, and accepted for maintenance and public use by the appropriate governmental authorities and satisfactory evidence thereof submitted to National. Appropriate utilities must be available and satisfactory to National.

14. PHOTOGRAPHS: Adequate photographs of the completed improvements are to be furnished.

15. ANNUAL OPERATING STATEMENTS: The Mortgage shall contain a covenant that the Borrower is to furnish National within 120 days after the close of each fiscal year an annual operating statement, balance sheet, and rent roll prepared and certified by a certified public accountant, stating in reasonable detail the income and expenses of the operation of the Real Property and listing the tenants in occupancy, their leased area, lease term, annual rent and sales, if applicable.

16. WAIVER OF REDEMPTION: If the statutes of the state in which the Real Property is located provide a right of redemption but permit the Borrower to waive that right, such waiver shall be incorporated in the Mortgage unless National's counsel directs otherwise.

17. ESTOPPEL: If National is to acquire the Loan by assignment, National must be furnished with estoppel certificate of the Borrower stating the amount then unpaid on the Note and that no defenses or setoffs exist with respect thereto. A certificate as to disbursement of the full amount of the Loan and such other documents and certificates as National shall require shall also be furnished.

18. APPROVAL OF COUNSEL: The form and substance of each and every document evidencing the Loan and the security therefor or incident thereto and any proceedings incident thereto must be satisfactory to National's counsel.

19. TITLE INSURANCE: Title insurance, in form and issued by title company(ies) satisfactory to National, in the amount of the Loan shall be delivered to National, insuring National as a holder of the Note secured by the Mortgage, subject only to such exceptions as shall be approved by National's counsel, and insuring compliance with applicable zoning laws (where available) and the priority of any lease assignment. Such policy of insurance shall indicate the title company's findings with regard to any security interests or other liens affecting any personal property securing the Loan.

20. SURVEY: Within a reasonable time prior to date of Closing, National is to be furnished a survey by a licensed surveyor acceptable to the title company showing locations of streets, lot lines, improvements, setback lines and easements satisfactory to National.

21. EXPENSES: The Borrower's acceptance of this commitment shall constitute an unconditional agreement to pay when due all fees, expenses, and charges in any way connected with the Loan including, without limiting the generality hereof, the fees and expenses of local counsel should local counsel be employed by National in connection with this transaction, title insurance and survey costs, recording and filing fees, mortgage taxes, documentary stamps, and appraisal fees, regardless of whether the Loan herein contemplated shall be closed.

22. NON-ASSIGNABILITY: This commitment shall not be assignable by operation of law or otherwise without National's prior written consent. Any attempt at assignment without such consent shall be void.

23. DATE OF CLOSING - EXPIRATION DATE: The Closing of the Loan by National shall take place after all of the conditions of this commitment have been met but in no event earlier than April 1, 1981, except at National's option, nor later than April 30, 1981 after which this commitment shall expire unless extended by National. If the Loan has not been closed by National on or before the expiration date of this commitment or if the Borrower has defaulted prior to said date in any of the terms or conditions of this commitment, unless National has waived such default in writing, National's obligations hereunder shall cease as of said expiration date or as of such date of default. See Condition No. 37.

24. LIQUIDATED DAMAGE DEPOSIT: There is to be paid to National with the Borrower's acceptance of this commitment the ~~cash~~ sum of $ 210,000, which sum shall be held by National ~~without interest~~ as a Liquidated Damage Deposit. If the obligations assumed by the Borrower are not consummated and as a result the Loan is not closed at the time and in the manner required, the Borrower agrees that National shall have the right, in National's absolute discretion, and without the requirement of any notice to the Borrower to retain permanently the Liquidated Damage Deposit. All parties hereto agree that it would be extremely difficult or impossible at this time to determine the actual damages that would arise in the event the Loan is not closed at the time and in the manner required because of the Borrower's failure to satisfy its obligations hereunder. Therefore, the parties hereby stipulate this sum as a reasonable estimate of such damages. Nothing herein shall in any way be construed to lessen the Borrower's obligation to close the loan in accordance with the terms of this commitment. In the event the Loan is closed pursuant to this commitment National agrees to return the full amount of the Liquidated Damage Deposit, less any expenses paid by National which the Borrower is obligated to pay under Paragraph 21 hereof. National acknowledges receipt of $70,000 in cash to be held without interest to Borrower and will accept the additional $140,000 in the form of an acceptable certificate of deposit with interest*.

25. HEADINGS: The headings of the paragraphs of this commitment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

26. SALE OR ENCUMBRANCE: The Mortgage will provide that a change in the ownership of the Real Property, a material change in the management thereof or a subsequent encumbrance thereof, without the written approval of National, shall, at National's option, be a default thereunder.

27. SUPPLEMENT: The 3 page Supplement containing paragraphs 28 through 46 which is attached hereto is hereby incorporated and made a part hereof, and the parties hereto, by their signatures on this page, accept said Supplement as a part hereof and agree to the terms and conditions thereof.

The Borrower's acceptance of this commitment must be indicated by executing and returning to National the enclosed counterpart within 10 days from the date hereof together with the Liquidated Damage Deposit as above-mentioned; otherwise this commitment will be automatically revoked and become null and void. This commitment supersedes any and all previous commitments with respect to this transaction and may be modified only in writing signed by the parties hereto.

*to Borrower.

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

WAD By: Ernest K. Hardison III

TO THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

The undersigned hereby unconditionally accept(s) this commitment and guarantee(s) that the Loan contemplated thereby will be closed (or sold to National) within the time and on the terms stated and covenants that all facts and circumstances pertaining to the request for financing, the Loan and the security for the Loan are and shall be as represented.

Date _____

Donald Thomas Jr

Michael C. Thomas

Donald Thomas III

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

SUPPLEMENT ATTACHED TO AND FORMING A PART OF

MORTGAGE LOAN COMMITMENT NUMBER 09 73 30

SUPPLEMENTAL CONDITIONS

Such of the following paragraphs 28 through 35 as are marked "X" are hereby incorporated herein and made a part hereof. Such additional conditions which are typed below paragraph 35 are hereby incorporated herein and made a part hereof also.

28. APPRAISAL: Appraisal satisfactory to National made by _____ from plans and specifications approved by National is to be furnished within _____ days from the date of this commitment. This appraisal must show that the size of the lot, proposed location of improvements to be made thereon, type of improvements and use to be made thereof comply with the applicable zoning ordinances.

X 29. CONFIRMING APPRAISAL: Prior to the Closing of the Loan, National is to be furnished with satisfactory confirming appraisal along with a statement that the improvements have been completed in accordance with the plans and specifications approved by National. It is understood that said appraisal will be prepared by R. W. Finley and will reflect the .11364 capitalization rate used in his appraisal of January 9, 1980.

X 30. APPROVAL OF PLANS AND SPECIFICATIONS: Final plans and specifications for the improvements contemplated by this commitment must be approved by National prior to commencement of construction. As part of said approval, National reserves the right to refer the plans and specifications to an architect of National's choice for review at the Borrower's expense. No change of any substance shall be made thereafter without prior written approval by National. The buildings and all other improvements shall be made and completed of first-class materials and equipment. Any work or material not directly noted in the plans and specifications but necessary for the proper carrying out of the intention thereof are to be implied and are to be provided for as if specifically described.

X 31. BUY AND SELL AGREEMENT: On acceptance of this commitment the Borrower and National shall with reasonable promptness execute a tri-party agreement between themselves and an Interim Lender for purposes of obtaining construction funds for such of the following as may in National's opinion be appropriate; (A) Joint use of loan documents by Interim Lender and National, (B) Agreement by Interim Lender that it will not accept payment from Borrower or assign the loan documents to other than National without National's specific consent, (C) Transfer by assignment of the loan from Interim Lender to National between April 1, 1981 or earlier at National's option, and April 30, 1981 subject to prior compliance with the terms and conditions of this commitment unless such term is extended by agreement mutually satisfactory to National and Interim Lender, (D) Such other provisions as may be appropriate to facilitate expeditious transfer of the completed Loan from Interim Lender to National and to satisfy the letter and spirit of this commitment. See Condition No. 37.

X 32. COMMENCEMENT OF CONSTRUCTION: Construction shall commence on or before March 1, 1980 and thereafter diligently prosecuted.

X 33. SIGNS: National, or its nominee, shall have the privilege of shipping its standard sign or signs to the site to be installed at a mutually acceptable location on the Real Property by the contractor during construction for the purpose of indicating that permanent financing was arranged through National. Shipping charges shall be borne by National and installation charges by the Borrower.

X 34. ARCHITECT'S CERTIFICATION: National is to be furnished certification by an architect or engineer satisfactory to National whose fees and expenses shall be paid by Borrower, that the buildings and improvements have been constructed in accordance with the plans and specifications. National intends to appoint an inspecting architect to review and follow construction and to provide monthly inspection reports to National. Said inspection to include the manufacture of prestressed concrete.

It is understood that the design architect, HTB, Inc. is acceptable to National and will provide said certification.

35. ENVIRONMENTAL APPROVAL: All environmental impact studies required in connection with the Real Property and its intended use by all City, County, State or Federal agencies having jurisdiction thereof shall be completed and written approvals from such agency or agencies shall be furnished National together with such other evidence of environmental compliance, including an opinion by an attorney selected by National, as National may require. No actions relating thereto shall be pending or threatened on the date of Closing.

36. FORM LEASE: Within sixty days of this commitment and prior to loan funding, National will be furnished a copy of the proposed form for review and prior approval by National's legal counsel. Said lease will contain an escalation provision acceptable to National with all operating expenses (including tax and insurance costs) above $3.00 per square feet of net rentable area being paid by tenants.

37. RENTAL REQUIREMENTS: On or before April 30, 1981, National will fund the loan for the full amount of $7,000,000 provided all conditions of this commitment have been met and, further, there is in full force and effect leases generating a minimum annual rental of not less than $1,272,600 from not more than 121,200 square feet of gross rentable area and an overall occupancy of not less than 80%.

If the above rental requirement has not been met prior to April 30, 1981, and upon completion of the proposed improvements, National will fund the reduced amount of $6,850,000 or $6,640,000 provided all conditions of this commitment have been met and, further, there is in full force and effect leases generating a minimum annual rental of not less than $1,242,300 or $1,212,000, respectively, from not more than 121,200 square feet of gross rentable area and an overall occupancy of not less than 80%.

If none of the three rental requirements have been met by April 30, 1981, the commitment will be extended until February 28, 1982, to allow additional time to meet this rental requirement. Upon extension, the dates in Condition Nos. 23 and 31 will be changed to February 1, 1982 and February 28, 1982, respectively.

38. LEASES: It is understood that all leases will be for minimum terms of three years except leases to limited partners will be for minimum terms of five years and Borrower will make every effort for these limited partner leases to be for fifteen year terms.

39. HOLDBACK: The distribution of loan proceeds assumes that all materials have been purchased and installed or erected. If certain building materials, such as tenant partitions, carpets, etc. used to finish tenant space, have been purchased and placed on the subject site but have not been installed or erected at closing, a portion of the loan will be held in an escrow account satisfactory to National until the required work is completed. It is understood that the tenant finish escrow fund will consist of a certificate of deposit issued by an Oklahoma City bank acceptable to National with interest payable to Borrower. The amount held in escrow will be the greater of the cost to finish the tenant improvements or $8.00 per square foot of unfinished net useable area. As this space is finished, the escrowed funds will be distributed but in minimum amounts of $30,000.

40. COST CERTIFICATION: Prior to this loan being funded, we are to be furnished a detailed expense statement, satisfactory to National, signed by the Borrower certifying that the actual costs -direct and indirect but excluding developer profit and overhead- for the land and improvements was not less than $8,500,000.*National reserves the right to reduce the loan by the amount of the difference.

*In the event the total cost is less than $8,500,000,

41. LEASE COMMISSION AGREEMENT: Full loan funding assumes that all lease commissions have been paid by the Borrower. In the event all leasing commissions have not been paid in full prior to funding date, National will require that all leasing agents shall either execute lien waivers, subordinate any lien rights they may have or take such other action necessary to satisfy the title insurer that no agent shall have a lien for its commission that is or may be superior to the lien of the mortgage.

42. LIMITED PARTNERS: It is understood that additional limited partners will be obtained at a later date before loan funding. National reserves the right of prior review and approval of these limited partners but approval will be based upon the new limited partners loan history with other financial institutions and financial condition.

43. LIMITED PARTNERSHIP AGREEMENT: Prior to loan funding, this agreement will be submitted to National for approval.

44. COMMITMENT FEE: It is understood that National is due upon execution of this commitment by Borrower a nonrefundable fee in the amount of $35,000.

45. SECOND MORTGAGE: If National funds less than $7,000,000 based upon the rental requirement outlined in Condition No. 37, National will allow The First National Bank and Trust Company of Oklahoma City to lend the Borrowers the amount of the reduction up to a maximum of $360,000. Said bank loan will be secured by a second mortgage to be completely amortized in one year from National's funding.

46. SECURITY-CONDEMNATION: It is understood that approximately 1.17 acres with approximately 535' frontage on Grand Avenue as outlined in HTB, Inc.'s plot plan for Job No. 210428 dated January 7, 1980, may be condemned by the Oklahoma Highway Department for construction of the West Bypass. National will require that its security to include all land fronting Grand Avenue be encumbered by our mortgage and that any condemnation will be controlled by our standard Deed of Trust. If condemnation does not adversely affect our security and, in the sole opinion of National, there is no adverse concern about our security, National will consider passing all or a portion of any condemnation award to Mortgagor.

EXHIBIT G

THE LIMITED PARTNERSHIP INTERESTS REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE OKLAHOMA SECURITIES ACT. THE LIMITED PARTNERSHIP INTERESTS HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS (i) THEY SHALL HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND ANY APPLICABLE STATE SECURITIES ACT OR (ii) THE PARTNERSHIP SHALL HAVE BEEN FURNISHED WITH AN OPINION OF COUNSEL, SATISFACTORY TO COUNSEL FOR THE PARTNERSHIP, THAT REGISTRATION IS NOT REQUIRED UNDER ANY OF SUCH ACTS.

Attached to and Made a Part of
Limited Partnership Agreement of
ATRIUM TOWERS, LTD.

LIMITED PARTNERS' SIGNATURE PAGE

The undersigned hereby acknowledges that he has received a copy of the Confidential Offering Circular and Limited Partnership Agreement of Atrium Towers, Ltd. (the "Partnership").

Subject only to acceptance hereof by Thomas & Company (the "Company"), the undersigned agrees to the Limited Partnership Agreement and all of its terms, subscribes as a Limited Partner to the Amount of Participation set forth below, which amount the undersigned agrees to pay into the capital of the Partnership as provided in the Limited Partnership Agreement, and hereby certifies that, subject to acceptance as aforesaid, he has become a Limited Partner in the Partnership under the terms of said Limited Partnership Agreement.

Amount of Participation: $_____

The undersigned hereby appoints the Company with full power of substitution as his true and lawful attorney in fact in his name, place and stead to execute, acknowledge, swear to and file (a) the Limited Partnership Agreement, (b) any Certificates of Formation of Limited Partnership or amendments thereto and other instruments necessary to qualify or continue the Partnership as a partnership wherein limited partners have limited liability in the states where the Partnership may do business, (c) all documents necessary to effect the dissolution and termination of the Partnership in accordance with its terms, and (d) all other instruments which may hereafter be required by law to be filed for or on behalf of the Partnership.

The power of attorney hereby granted shall be deemed to be coupled with an interest and shall be irrevocable and shall survive the death of the undersigned.

In connection with this subscription, the undersigned makes the following acknowledgments and representations.

COMPLETE EACH ITEM

(where initials are required, initial if true)

1. I understand that the offering is being made pursuant to the exemption from registration with the Securities and Exchange Commission afforded by Section 4(2) of the Securities Act of 1933 and Rule 146 adopted by the Commission relating to transactions by an issuer not involving any public offering. Consequently, the materials submitted have not been subject to the review and comment of the Staff of the Commission or the National Association of Securities Dealers, Inc.

Further, I understand that the securities may not have been registered for sale in the state of my residence.

_____
Initial

2. I have, and my offeree representative (if any) has, carefully read the Limited Partnership Agreement and Confidential Offering Circular and fully understand all matters set forth therein and all terms and conditions in the Limited Partnership Agreement.

_____
Initial

3. I have, or my offeree representative (if any) has, had an opportunity to question, and receive answers from, the partners of the Company and to verify the accuracy of information contained in the Confidential Offering Circular and the Limited Partnership Agreement (and any amendments, supplements or exhibits thereto), or any other supplemental information which I, or my offeree representative (if any), deem relevant to make an informed investment decision as to participation in the Partnership.

_____
Initial

4. I have, or my offeree representative (if any) has, sufficient knowledge and experience in business and financial matters to be capable of utilizing the information contained in the Confidential Offering Circular and the Limited Partnership Agreement and to evaluate the risks involved in an investment in activities contemplated therein; and I am capable of bearing all economic risks involved in this investment with full knowledge that this investment could result in a total loss to me.

_____
Initial

5. I have (i) a net worth of at least $400,000 (exclusive of home, furnishings and automobiles), or (ii) a net worth of at least $200,000 (exclusive of home, furnishings and automobiles) and I had during my last tax year, or estimate that I will have during my current tax year, taxable income (not taking into account any deductions to be realized as a Limited Partner of the Partnership) some portion of which was, or will be, subject to federal income taxation at a rate of not less than 50% (not taking into account any deductions to be realized from an investment in the Partnership).

_____
Initial

6. The interest which I am purchasing will be acquired solely for my own account for investment and not for resale, subdivision or fractionalization thereof with a view to or in connection with a distribution.

_____
Initial

7. I understand that in addition to the restrictions on transfer contained in the Limited Partnership Agreement, I must bear the economic risks of the investment for an indefinite period because the Units have not been registered under the Securities Act of 1933 and, therefore, are subject to restrictions on transfer such that the Units may not be sold or otherwise transferred unless they are registered under the Securities Act of 1933 and any applicable state securities law or an exemption from such registration requirements is available. Neither the Partnership nor the Company is under any obligation or has any present intention, to file a registration statement under such Act or to comply with Regulation A or any other disclosure exemption under such Act. Securities Act Rule 144 would presently be inapplicable to resales of these interests. The interests may not be resold under Securities Act Rule 237 until they have been held by an investor for five years, they

may be sold only in negotiated transactions which do not involve a broker-dealer, and the transaction must not involve an amount greater than $50,000 or the proceeds of the sale of 1% of the class of securities outstanding, whichever is lesser.

_____
Initial

8(a) I have employed an offeree representative to assist or advise me in connection with evaluating the risks of the prospective investment.

___ ___
Yes No

(b) If the answer is "Yes" my offeree representative is:

_____
(Name)

_____
(Address)

_____
(Occupation)

(c) If the answer is "Yes", a copy of a written statement from such offeree representative in which he discloses to me his relationship with the Company or its affiliates now existing or mutually contemplated or which has existed at any time during the past two years and any compensation received or to be received as a result of such relationship is attached hereto.

The participation evidenced by this instrument was offered and purchased in the State of _____, and this instrument was signed the ___ day of _____, 1980.

Checks should be made payable to Atrium Towers, Ltd.

_____ _____
Subscriber's Social Security Number Signature of Subscriber

_____
Subscriber's Name

PLEASE PRINT LEGIBLY

_____
Street Address

_____
City, State and Zip Code

Accepted this ____ day of
_____, 1980.

THOMAS & COMPANY

By: _____
Michael C. Thomas, managing
general partner

_____
Name (Please Print)

LIMITED PARTNERS' SUITABILITY LETTER

(All information will be treated confidentially)

Thomas & Company
The Oil Center Building
2601 Northwest Expressway
Oklahoma City, Oklahoma 73112

Re: ATRIUM TOWERS, LTD.

Gentlemen:

As a condition precedent to investing in Atrium Towers, Ltd., the undersigned hereby represents as follows:

1. The undersigned acknowledges that he has received and studied a copy of the Confidential Offering Circular, dated July 15, 1980 (the "Circular"), of Atrium Towers, Ltd. (the "Partnership"), relating to the offering of Units of Participation ("Units") in the Partnership, and all Exhibits thereto, including the Limited Partnership Agreement, and understands that the Units will be offered to others on the terms and in the manner described in the Circular. The undersigned understands and agrees that any subscription for the Units is made subject to the following terms and conditions: (a) Thomas & Company (the "Sponsor") shall have the right to reject such subscription, and (b) the undersigned agrees to comply with the terms of the Limited Partnership Agreement and to execute any and all further documents necessary in connection with his admission to the Partnership.

2. The undersigned understands that upon submitting a subscription, he will be offering to purchase Units in the Partnership. The undersigned represents that he has adequate means of providing for his current needs and possible personal contingencies, and that he has no need for liquidity of this investment.

3. The undersigned is aware that no federal or state agency has made any findings or determination as to the fairness for public or private investment, nor any recommendation or endorsement, of the Partnership's Units as an investment.

4. The undersigned represents and warrants as follows:

(a) The undersigned is the sole party in interest;

(b) The undersigned (i) has a net worth (exclusive of home, furnishings and automobiles) in excess of $200,000 and estimates some portion of his taxable income for his current tax year will be subject to federal income taxation at a rate of at least 50%; or (ii) has a net worth (exclusive of home, furnishings and automobiles) in excess of $400,000;

(c) If an individual, the undersigned is a citizen of the United States, and at least 21 years of age.

(d) If a corporation, partnership or other entity, the undersigned was not formed for the specific purpose of acquiring the Units and was formed on _____, 19__.

5. The undersigned recognizes the speculative nature and risks of loss associated with real estate investments and represents that the Units subscribed for constitute an investment which is suitable and consistent with his investment program and that his financial situation enables him to bear the risks of this investment.

6. The undersigned confirms that he understands, and has fully considered for purposes of this investment, "The Risk Factors" and other matters set forth in the Circular and that (i) the Partnership has no financial or operating history, (ii) the Units are speculative investments which involve a high degree of risk of loss by the undersigned of his investment therein, (iii) any anticipated federal or state income tax benefits may be adversely affected by adoption of new laws or interpretations or amendments to existing laws or regulations, (iv) the Sponsor and its affiliates are now, and in the future may be, engaged in businesses which are competitive with that of the Partnership, and the undersigned agrees and consents to such activities, even though there are conflicts of interest inherent therein, and (v) there are substantial restrictions on the transferability of, and there will be no market for, the Units and, accordingly, it may be difficult for him to liquidate his investment herein in case of emergency, if possible at all.

7. The undersigned confirms that in making his decision to purchase the Units subscribed for he has relied

upon independent investigations made by him or his representatives, including his own professional tax and other advisors, and that he and such representatives have been given the opportunity to examine all documents and to ask questions of, and to receive answers from, the Sponsor or any person(s) acting on its behalf concerning the terms and conditions of the offering or any other matter set forth in the Circular, and to obtain any additional information, to the extent the Sponsor possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information set forth in the Circular, and that no representations have been made to him concerning the Units, the Partnership, its business or prospects or other matters except as set forth or identified in the Circular.

8. The undersigned understands that the Units are being offered and sold under an exemption from registration provided by section 4(2) of the Securities Act of 1933, as amended (the "Act"), and warrants and represents that any Units subscribed for are being acquired by the undersigned solely for his own account for investment purposes only and are not being purchased for resale, subdivision or fractionalization thereof with a view to or in connection with a distribution; the undersigned has no agreement or other arrangement, formal or informal, with any person to sell, transfer or pledge any part of any Units subscribed for or which would guarantee the undersigned any profit or protect the undersigned against any loss with respect to such Units; the undersigned has no plans to enter into any such agreement or arrangement; and, consequently, he must bear the economic risk of the investment for an indefinite period of time because the Units cannot be resold or otherwise transferred unless subsequently registered under the Act (which neither the Sponsor nor the Partnership is obligated to do) or an exemption from such registration is available and, in any event, unless transferred in compliance with the Limited Partnership Agreement.

9. The undersigned further understands that the exemptions under Rules 144 and 237 under the Act will not be generally available because of the conditions and limitations of such Rules, that, in the absence of the availability of such Rules, any disposition by him of any portion of his investment may require compliance with some other exemption under the Act, and that the Partnership and the Sponsor are under no obligation to take any action in furtherance of making exemptions under Rules 144 or 237 or any other exemption so available.

10. The undersigned is aware that a limited partner does not have the same rights as a stockholder in a corporation

or the protection which stockholders might have since limited partners have limited rights in determining policy.

11. The undersigned is aware that the Sponsor shall receive compensation for its services irrespective of the economic success of the Partnership.

PLEASE COMPLETE ITEMS 12(a) THROUGH (i)
PLEASE TYPE OR PRINT

(a) Name: _____

Age: _____

(b) Residence Address: _____

_____ How Long? _____

(c) Business Address: _____

_____

(d) Telephone No.: _____

(e) Occupation: _____

(f) Current Employment and Position Held: _____

_____

_____ How Long? _____

(g) Educational Background: _____

_____

Degree(s) and Dates Received: _____

(h) Describe any other substantial experience you have had in business, accounting and financial matters.

_____

_____

_____

_____

(i) Financial Condition:

(i) Was your personal income (from all sources) for the previous calendar year more than (check highest number applicable):

____$ 40,000 ____$ 60,000 ____$ 80,000 ____$100,000

____$150,000 ____$200,000 ____$500,000

(a) What percentage of your income as shown above was derived from sources other than self-employment earnings or salary? _____

(b) Approximately what percentage of your income as shown above remained after payment of federal, state, and local taxes, and after payment of all ordinary and necessary living expenses? _____

(ii) Is your average yearly income from all sources anticipated for the three-year period starting this calendar year in excess of (check highest number applicable):

____$ 40,000 ____$ 60,000 ____$ 80,000 ____$100,000

____$150,000 ____$200,000 ____$500,000

(a) What percentage of your income as shown above do you anticipate will be derived from sources other than salary or self-employment earnings?

_____

(iii) Is your net worth (exclusive of home, furnishings and personal automobiles) in excess of (check highest number applicable):

____$200,000 ____$500,000 ____$1,000,000

____ in excess of $1,000,000

(a) What percentage of your net worth as shown above constitutes liquid assets (cash or assets readily convertible to cash)? _____

(j) _____ (Please initial, if true) Considering the foregoing, and all other factors in my financial and personal circumstances (including, but not limited to, health problems, unusual family responsibilities, and requirements for current income), I am able to bear the economic risk of an

investment in high risk securities including a loss of my entire investment and have no need in the foreseeable future for liquidity in an investment in such securities.

(k) _____ (Please initial, if true) I have, either myself or together with my advisors, sufficient knowledge and experience in financial, business, and tax matters to be capable of evaluating the risks and merits of an investment in high risk securities.

(l) Check one of the following:

(i) _____ I intend to rely solely upon my own knowledge and experience in making an investment decision as to whether to invest in any high risk securities.

(ii) _____ I intend to rely solely upon my advisors in reaching such investment decisions.

(iii) _____ I intend to rely on a combination of my own knowledge, judgment and experience and that of my advisors.

(m) Investment Experience of Offeree:

(i) Have you ever invested in real estate syndications; oil and gas drilling programs; cattle feeding or breeding programs; real estate syndications; stocks, bonds and/or debentures; or agricultural syndications before?

Yes	No

(ii) If so, check all appropriate boxes below:

(a) Real Estate Syndications	( )
(b) Oil and Gas Drilling Programs	( )
(c) Stocks, Bonds or Debentures	( )
(d) Cattle Feeding or Breeding Programs	( )
(e) Agricultural Syndications	( )
(f) Geothermal Energy Drilling Programs	( )
(g) Equipment Leasing	( )
(h) Tax Advantaged Securities not enumerated above	( )

(o) If you intend to rely upon advisor(s) as an Offeree Representative(s) to assist you with evaluating the risks and merits of a prospective investment, provide the name, address and qualifications of each person so designated:

(Note: A selling broker is not permitted to act as offeree representative.)

(1) Name: _____

Address: _____

_____

Occupation: _____

Telephone No.: _____

Area of Experience (e.g., legal, tax, real estate, etc.): _____

_____

_____

(2) Name: _____

Address: _____

_____

Occupation: _____

Telephone No.: _____

Area of Experience (e.g., legal, tax, real estate, etc.): _____

_____

_____

All of the foregoing answers which I have provided to the questions above are true, correct and complete to the best of my knowledge as of the date hereof.

The undersigned agrees that the foregoing representations and warranties shall survive his admission to the Partnership, as well as any acceptance or rejection of a subcription for the Units.

_____	_____
Name (Please Print)	Signature of Potential Investor
_____, 1980	_____
Date	Street Address
	_____
	City & State Zip Code

EXECUTION OF THIS DOCUMENT DOES NOT INDICATE ANY INTENT FINALLY TO PURCHASE ANY LIMITED PARTNERSHIP INTERESTS OFFERED IN ANY CONFIDENTIAL OFFERING CIRCULAR.

NOTE: If an offeree representative has been designated, the Offeree Representative Disclosure and Acknowledgment Form attached hereto must be completed and delivered to the Sponsor with this Suitability Letter.

OFFEREE REPRESENTATIVE
DISCLOSURE AND ACKNOWLEDGMENT

TO: _____
(Name of Offeree)

_____
(Address)

_____
(City and State)

RE: Atrium Towers, Ltd. (the "Partnership") Private Offering of Limited Partnership Units at $50,000 per Unit

_____

You have requested that the undersigned act as your Offeree Representative, as that term is defined in Rule 146 promulgated under the Securities Act of 1933, in connection with evaluation of the merits and risks of the prospective investment described above. Before you acknowledge the undersigned as your Offeree Reprsentative by signing below, the undersigned is required to make certain disclosures to you.

In this connection, the undersigned hereby advises you that the attached letter contains a description of all material relationships between the undersigned and its affiliates and Thomas & Company, and any of its affiliates, which now exist or are mutually understood to be contemplated or which have existed at any time during the previous two years, and all compensation received or to be received as a result of such relationships. If there are no such relations, indicate "None" here. _____

OFFEREE REPRESENTATIVE

Date: _____, 1980 _____

_____

TO: _____

The undersigned hereby acknowledges that you have been designated to act as Offeree Representative for the undersigned in connection with the evaluation of the merits and risks of investment in Atrium Towers, Ltd.

_____
(Signature of Offeree)