

AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement to Purchase**”) is dated January 31, 2019 and is entered into by and between Mary and James Harrison Foundation, an Oklahoma not-for-profit-corporation (“**Seller**”), and the individual(s) and/or entity(ies) signing as Buyer(s) (“**Buyer**”) on the signature page of this Agreement to Purchase (the “**Signature Page**”).

The following documents are incorporated herein as integral parts hereof and, together with this Agreement to Purchase, are collectively referred to herein as this “**Agreement**”: (a) the aerial auction tract map and descriptions attached hereto as Exhibit A (“**Exhibit A**”); (b) the auction announcements attached as Exhibit B (“**Exhibit B**”); (c) the Seller’s Addendum Re: Purchased Surface Tracts attached as Exhibit C (“**Exhibit C**”); (d) the form of Deed (without warranty) attached as Exhibit D (“**Exhibit D**”) to be delivered with respect to the Purchased Surface Tracts (if any); and (e) the form of Mineral Deed attached as Exhibit E (“**Exhibit E**”) to be delivered with respect to the Purchased Mineral Tracts (if any); *provided, however*, Exhibit C and Exhibit D apply if and only if the Purchased Tracts include one or more of the Surface Tracts and Exhibit E applies if and only if the Purchased Tracts include one or more of Mineral Tracts; *provided, further*, if the Purchased Tracts include one or more of the Surface Tracts and one or more of the Mineral Tracts, Exhibit C and Exhibit D apply with respect to the Purchased Surface Tracts and Exhibit E applies with respect to the Purchased Mineral Tracts.

This Agreement is executed in connection with a public auction conducted on this date (the “**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of Seller with respect to certain real estate (including surface rights and minerals) located in the Counties of Garvin, McClain, Grady and Roger Mills, all in the State of Oklahoma, offered in twenty-two (22) separate tracts, each of which is identified by tract number in Exhibit A, including Tracts 1 through 18 consisting of mineral rights only (the “**Mineral Tracts**”) and Tracts 19 through 22 consisting of surface rights only (the “**Surface Tracts**”).

Buyer is executing this Agreement as the high bidder at the Auction with respect to the particular auction tract(s) designated by the tract number(s) written on the Signature Page and identified by the same tract number(s) in Exhibit A (the “**Purchased Tracts**”, whether one or more).

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement.** This Agreement applies only to the Purchased Tracts designated on the Signature Page of this Agreement. Any provision of this Agreement that refers to an auction tract that is not one of the Purchased Tracts shall not apply unless and except to the extent that such provision also affects or pertains to one or more of the Purchased Tracts and/or the sale and/or conveyance thereof pursuant to this Agreement.

2. **Property.** In accordance with and subject to the terms of this Agreement, Buyer agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the property described as follows (the “**Property**”):

(a) The surface rights with respect to the particular land comprising the particular Surface Tracts, *if any*, included among the Purchased Tracts designated on the Signature Page, together with all buildings, improvements and permanent fixtures, if any, presently existing on said land (the “**Purchased Surface Tracts**”, whether one or more); and

(b) All of Seller’s right, title and interest in and to all of the Minerals (as defined below) in and under and that may be produced from the particular land identified with the particular Mineral Tracts, *if any*, included among the Purchased Tracts designated on the Signature Page (the “**Purchased Mineral Tracts**”, whether one or more).

With respect to any particular land, the term “**Minerals**” refers to the oil, gas and other minerals in and under the surface of and that may be produced from such land and all rights appurtenant to the ownership of such oil, gas and other minerals. Notwithstanding the foregoing definitions, the “**Property**” to be conveyed to and acquired by Buyer does not include any item or property interest that is specifically excluded according to the express terms of this Agreement. In any event: (i) the Purchased Surface Tracts (if any) do not include any interest in Minerals; and (ii) the Purchased Mineral Tracts (if any) do not include any surface rights other than the rights of an owner of severed minerals pursuant to the laws of Oklahoma.

3. **Purchase Price; Buyer’s Premium.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the purchase price on the Signature Page, being the amount of Buyer’s high bid for the Purchased Tracts plus a Buyer’s Premium equal to four percent (4.0%) of the bid amount. If the Purchased Tracts consist of one or more Surface Tracts (and do not include any of the Mineral Tracts) and a new post-Auction survey is obtained in accordance with the provisions of this Agreement, the Purchase Price shall be

subject to adjustment in accordance with the provisions of Exhibit B based on the number of acres shown in such survey, but only if such an adjustment is otherwise applicable in accordance with the provisions of Exhibit B. Prior to the Closing, Buyer shall deliver Good Funds to the Closing Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less previously delivered Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Closing Agent. “**Closing Agent**” refers to the title company administering the Closing pursuant to Section 9 below.

4. **Earnest Money.** Concurrently with Buyer’s execution of this Agreement, Buyer shall deliver an earnest money deposit (the “**Earnest Money**”) payable to American Abstract Company of McClain County, Inc. (“**Escrow Agent**”) in an amount equal to at least ten percent (10%) of the Purchase Price, to be held in escrow, delivered to the Closing Agent at or prior to Closing and applied to the Purchase Price at Closing.

5. **Conveyance of Purchased Surface Tracts (If Any).** If this purchase includes any of the Surface Tracts, the following provisions of this Section 5 shall apply, but only with respect to the Purchased Surface Tracts:

(a) **Delivery of Title.** The Purchased Surface Tracts shall be conveyed to Buyer by a Deed (without warranty) substantially in the form of Exhibit D, to be furnished by Seller at Seller’s expense and executed and delivered at Closing.

(b) **Survey.** The Purchased Surface Tracts shall be conveyed using the legal description(s) from existing (pre-Auction) deed(s) and/or survey(s) unless a new legal description is provided in connection with a new post-Auction survey obtained in accordance with the terms of this Agreement. A new post-Auction survey of all or any part(s) of the land comprising the Purchased Surface Tracts shall be obtained prior to closing *if and only if*: (i) the conveyance of the Purchased Surface Tracts will involve the creation of a new parcel which cannot be conveyed using the legal description(s) from existing (pre-auction) deed(s) and/or survey(s); or (ii) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (iii) Seller elects to obtain a new survey for any other reason in Seller’s sole discretion. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. The cost of any survey obtained in accordance with the provisions of this Agreement shall be shared equally (50:50) by Seller and Buyer. Any survey of adjacent tracts purchased in combination will show the perimeter only and will not show interior tract boundaries.

(c) **Preliminary Title Evidence.** Buyer acknowledges that preliminary title insurance schedules prepared by American Abstract Company of McClain County, Inc. dated December 31, 2018 (but signed as of January 9, 2019) and identified as File No. 20190035 for the Surface Tracts only (the “**Preliminary Title Evidence**”) have been made available for review by prospective bidders prior to the Auction (in printed form and/or via download from the auction website) and at the Auction site prior to and during bidding. Buyer agrees to acquire the Purchased Surface Tracts and accept the title thereto subject to and notwithstanding all matters (except liens, if any) listed, disclosed or described in the Preliminary Title Evidence, whether or not referring to a recorded instrument.

(d) **Updated Title Evidence.** Prior to Closing, Seller shall furnish an updated commitment dated after the date of this Agreement (the “**Updated Title Evidence**”) for the issuance of a standard ALTA owner’s title insurance policy in the amount of the Purchase Price insuring marketable title to the Purchased Surface Tracts in the name of Buyer (with respect to the surface rights only, subject to the Permitted Exceptions). Buyer agrees to accept the Updated Title Evidence furnished by Seller notwithstanding: (i) standard exceptions, conditions and requirements; (ii) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (iii) any specific or general exception or exclusion with respect to Minerals; and/or (iv) any matter listed, described or revealed in the Updated Title Evidence that constitutes a Permitted Exception. Seller shall pay all search fees, abstracting expenses and attorney’s fees incurred for the preparation of the Preliminary Title Evidence and the Final Title Commitment. However, Seller is not required to pay for the issuance of a title insurance policy.

(e) **Title Insurance at Buyer’s Expense.** If Buyer and/or Buyer’s lender elect(s) to purchase title insurance: (i) the cost of issuing the title insurance policy(ies), including title insurance premium costs, shall be charged to Buyer; and (ii) Seller shall cooperate with respect to the satisfaction of requirements of the title company that are reasonable and customary and that are not inconsistent with the terms of this Agreement; *provided, however*, Seller shall have no obligation with respect to any matter that constitutes a Permitted Exception.

(f) **Delivery of Possession.** Possession of the Purchased Surface Tracts shall be delivered to Buyer effective as of the completion of Closing, subject to the Permitted Exceptions; *provided, however*, if the Purchased

Surface Tracts include Tract 21 and/or Tract 22, possession shall be delivered subject to the rights of the current farm tenant to retain possession of and access to the cropland pursuant to the existing farm lease which expires the earlier of June 30, 2019 or completion of the wheat harvest. If the Purchased Surface Tracts include Tract 21 and/or Tract 22, the rights and obligations of Seller under said farm lease (including the right of possession upon expiration of said lease and the obligation to accommodate the farm tenant's right of possession until then) shall be assigned to and assumed by Buyer; *provided, however*, that Seller reserves the right to collect and retain any outstanding rent due from the tenant pursuant to said farm lease and, in lieu of any assignment of rent, Buyer shall receive a credit at Closing in accordance with Exhibit B. Such assignment and assumption shall be effective automatically as of the completion of the Closing, without the execution of a separate instrument of assignment and assumption and without any warranty, guarantee, promise or representation of any kind by Seller with respect to such rights and obligations; *provided, however*: (i) the obligations assumed by Buyer shall not include any liability arising from any pre-Closing breach, default or non-performance by Seller of Seller's obligations under said farm lease; and (ii) if said farm lease pertains to land other than or in addition to the Purchased Surface Tracts, such assignment and assumption shall apply and be effective only to the extent such rights and obligations pertain and are attributable to the Purchased Surface Tracts.

(g) **Risk of Loss.** The Purchased Surface Tracts shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of material loss or damage until Closing; *provided, however*, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following with respect to the Purchased Surface Tracts prior to Closing: (i) normal use, wear and tear; (ii) loss or damage that is repaired prior to Closing; and (iii) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

(h) **Surface Conveyance Requirements.** Buyer's obligation to purchase and acquire the Property at Closing is contingent only upon the satisfaction of the following requirements with respect to the Purchased Surface Tracts (collectively, the "**Surface Conveyance Requirements**"): (i) that Buyer has received the Updated Title Evidence in accordance with the terms of this Agreement; (ii) that Seller is able to deliver possession of the Purchased Surface Tracts in accordance with and subject to the terms and conditions of this Agreement; and (iii) that Seller is able to convey fee simple title to the Purchased Surface Tracts, free and clear of any lien (except the lien for current, non-delinquent Taxes) and free and clear of any other material encumbrance that does not constitute a Permitted Exception. For purposes of this Agreement, the title to the Purchased Surface Tracts shall be deemed sufficient and marketable if Seller is able to convey the Purchased Surface Tracts in conformance with the Surface Conveyance Requirements. If Seller is unable to convey the Purchased Surface Tracts in conformance with the Surface Conveyance Requirements: (A) such inability shall constitute a failure of said condition, but not a Seller default; and (B) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the date of Closing up to 30 days in order to cure such nonconformity. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

(i) **Additional Surface Title Evidence.** If Buyer obtains or intends to obtain any Additional Surface Title Evidence (as defined below): (i) Buyer shall be solely responsible for obtaining such Additional Surface Title Evidence in a timely manner and for paying all costs associated therewith; (ii) the Closing shall not be conditioned upon or delayed for the delivery of any Additional Surface Title Evidence; (iii) Seller shall have no obligation with respect to any matter identified in the Additional Surface Title Evidence that constitutes a Permitted Exception; and (iv) Buyer's obligation to acquire the Property at Closing shall not be contingent upon the delivery of any Additional Surface Title Evidence or the satisfaction of any other condition except as expressly set forth in this Agreement. "**Additional Surface Title Evidence**" refers to any title evidence sought or obtained by Buyer with respect to the Purchased Surface Tracts (including any title search, abstract, title opinion, mineral ownership report, mineral title opinion, title insurance commitment, title insurance policy, title insurance endorsement, other title insurance product, survey product and/or other evidence of title) *other than*: (A) the Preliminary Title Evidence furnished with respect to the Purchased Surface Tracts; (B) the Updated Title Evidence to be furnished in accordance with the express terms of this Agreement with respect to the Purchased Surface Tracts; and (C) any survey that is obtained in accordance with the express terms of this Agreement with respect to the Purchased Surface Tracts.

6. **Conveyance of Purchased Mineral Tracts (If Any).** If this purchase includes any of the Mineral Tracts, the following provisions of this Section 6 shall apply, but only with respect to the Purchased Mineral Tracts:

(a) **Delivery of Title.** The Purchased Mineral Tracts shall be conveyed to Buyer by a Mineral Deed, without warranty and substantially in the form of Exhibit E, to be furnished by Seller at Seller's expense and executed and delivered at Closing. The effective date of the transfer of the Purchased Mineral Tracts shall be the first day of the calendar month in which the Closing occurs.

(b) **Mineral Tract Disclaimers and Acknowledgments.** Buyer hereby acknowledges (and represents and warrants to Seller) that Buyer has examined the title with respect to the Purchased Mineral Tracts to the extent Buyer deems necessary and thus will accept title in its current condition. Moreover, Buyer understands and accepts that the deed will be made without warranty of title, express or implied and Seller shall not be obligated for any title curative subsequent to execution of the deed. Seller makes no representations or warranties for any purpose whatsoever as to the quality, quantity, usability, suitability, mineability, value or condition of the Purchased Mineral Tracts, including the oil, gas and all other minerals which may or may not be included therewith and/or present therein, and said property together with its environmental condition will be sold, conveyed, transferred, assigned and delivered to Buyer on an as-is and where-is basis. Buyer represents and warrants that Buyer has examined the applicable tax records, regardless if provided by Seller, to determine the delinquency, if any, of amounts owed to any state or local government. Seller shall not be responsible for payment of any taxes owed on the Purchased Mineral Tracts, including delinquent, unpaid or adjusted ad valorem taxes due, accrued or adjusted before the date of this Agreement first written above. The transfer and conveyance of the Purchased Mineral Tracts will be made without any warranty of title, express or implied.

(c) **Mineral Title Evidence.** If Buyer obtains or intends to obtain any Mineral Title Evidence (as defined below): (i) Buyer shall be solely responsible for obtaining such Mineral Title Evidence in a timely manner and for paying all costs associated therewith; (ii) the Closing shall not be conditioned upon or delayed for the delivery of any Mineral Title Evidence; (iii) Seller shall have no obligation with respect to any matter identified in the Mineral Title Evidence; and (iv) Buyer's obligation to acquire the Property at Closing shall not be contingent upon the delivery of any Mineral Title Evidence or the satisfaction of any other condition except as expressly set forth in this Agreement. "**Mineral Title Evidence**" refers to any title evidence sought or obtained by Buyer with respect to the Purchased Mineral Tracts (including any title search, abstract, title opinion, mineral ownership report, mineral title opinion, title insurance commitment, title insurance policy, title insurance endorsement, other title insurance product, survey product and/or other evidence of title).

7. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, any title insurance and any survey subject to and notwithstanding the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) any variation between a deeded boundary line and a fence line, field line, ditch line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for current, non-delinquent Taxes; (f) local ordinances and zoning laws; (g) any outstanding reservations, severances and/or other rights with respect to Minerals; (h) any recorded oil and/or gas lease, whether active or not; (i) any matter disclosed in this Agreement (including all exhibits); (j) easements, conditions, restrictions, reservations and/or other matters (except liens, if any) appearing of record and disclosed, identified or listed as exceptions in the Preliminary Title Evidence; (k) environmental matters affecting the Property; and (l) all matters (except liens, if any) listed, disclosed or described in the Preliminary Title Evidence, whether or not referring to a recorded instrument.

8. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon Buyer's ability to obtain financing or the satisfaction of any other condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement.

9. **Closing.** The "**Closing**" refers to the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with the terms of this Agreement, including the delivery of title to Buyer and the delivery of the Purchase Price to Seller. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of **American Abstract Company of McClain County, Inc., 138 W. Main St., Purcell, OK 73080 (Tel: 405-527-7575)**. Subject to the terms and conditions of this Agreement, the Closing shall occur on or before March 4, 2019 or as soon as possible after said date upon completion of the survey (if applicable), the Updated Title Evidence (if applicable) and Seller's closing documents; *provided, however*, if for any reason the Closing does not occur on or before March 4, 2019 then, subject only to the satisfaction of the conditions described in Section 8 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent which date must be: (a) at least 10 days after the effective date of such notice; and (b) at least 10 days after completion of the survey (if applicable) and the Updated Title Evidence (if applicable).

10. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) all costs of releasing existing liens, if any, and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of

the survey(s), if any, obtained in accordance with the terms of this Agreement; (d) the cost of the Preliminary Title Evidence and Updated Title Evidence (if applicable); (e) the cost of preparing Seller's transfer documents, including the deed; (f) real estate transfer fees and/or deed stamps, if any, that Seller is required to pay under state or local law in connection with the conveyance of the Property; (g) the professional fees due Auction Company in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

11. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense incident to a loan obtained by Buyer which is not otherwise paid by Buyer outside of Closing, including any loan commitment fees, document preparation, recording fees, mortgage tax, lender's title examinations, lender's title insurance, prepaid interest and credit reports; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the survey(s), if any, obtained in accordance with the terms of this Agreement; (d) 100% of the cost of issuing any title insurance policy(ies), including title insurance premiums and the cost of any title insurance endorsements; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any expense normally charged to a buyer at closing and not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

12. **Taxes and Assessments.** Ad valorem property taxes that are or will be assessed against and attributable to any existing tax parcel that includes any part of the Property ("**Taxes**") and special assessments, if any, that are or will be assessed against and attributable to any existing tax parcel that includes any part of the Property ("**Assessments**") shall be allocated and paid as follows:

(a) Taxes assessed for the calendar year in which the Closing occurs ("**Current Year Taxes**") shall be prorated on a calendar year basis to the date of Closing. Seller shall pay any unpaid Taxes for prior years and Buyer shall assume the Taxes for subsequent years. If the amount of the Current Year Taxes is known and payable at the time of Closing, Seller and Buyer shall pay their respective shares of the prorated Current Year Taxes at the time of Closing. Seller shall pay all Assessments which are last payable without a penalty on or before the date of Closing and Buyer shall assume and pay all other Assessments to the extent attributed to the Property.

(b) If the amount of the Current Year Taxes is not known and payable at the time of Closing, the amount of the Current Year Taxes shall be estimated based on 100% of the amount last billed for a calendar year and Seller's prorated share of the amount thus estimated shall be paid by Seller via credit against the sums due from Buyer at Closing; *provided, however*, if this sale involves a tax parcel split then, in lieu of a credit to Buyer, Seller may elect to have the Closing Agent collect from all parties at Closing their respective shares of the estimated Current Year Taxes, to be either held in escrow and applied towards payment of the Current Year Taxes when billed after Closing or paid directly to the appropriate tax collection office as an estimated prepayment of the Current Year Taxes. In any event, having received the benefit of Seller's estimated payment (whether via credit, escrow or direct prepayment), Buyer shall then pay all Taxes billed after Closing (to the extent attributed to the Property and to the extent not paid via escrow or direct prepayment as provided above), and any shortage or surplus with respect to the estimated amount thus credited or paid by Seller at Closing shall be paid or retained by or refunded to Buyer (to the extent attributed to the Property).

AS BETWEEN BUYER AND SELLER, THE CURRENT YEAR TAXES SHALL NOT BE SUBJECT TO ADJUSTMENT AFTER CLOSING EVEN THOUGH THE ESTIMATED AMOUNT USED TO CALCULATE SELLER'S SHARE AT CLOSING MAY BE MORE OR LESS THAN THE ACTUAL AMOUNT DUE ONCE THE TAX RATES, ASSESSMENTS AND ANY SPLITS ARE FINALIZED.

(c) If this sale involves a tax parcel split: (i) the extent to which any Taxes and/or Assessments are attributed to the Property shall be based on a split calculation provided by the appropriate property tax official or based on an estimated split calculation using available assessment data; and (ii) if the billing of any Taxes and/or Assessments after Closing includes portions attributed to the Property and other real estate, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property.

(d) SELLER AND AUCTION COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY TAXES OR ASSESSMENTS AFTER CLOSING. THE FOREGOING PROVISION AND ALL OTHER TERMS REGARDING THE ALLOCATION AND PAYMENT OF TAXES AND ASSESSMENTS SHALL SURVIVE CLOSING.

13. **Condition of Property; Acknowledgment of Buyer.** Buyer is responsible for having completed all appropriate inspections of and investigations with respect to the Property prior to bidding at the Auction. Buyer acknowledges and represents to Seller that Buyer has either completed all such inspections and investigations or has

knowingly and willingly elected to purchase the Property without having completed such inspections and investigations. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property in “as is” and “where is” condition. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement.

14. THE PROPERTY IS SOLD “AS IS, WHERE IS”. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY OR THEIR RESPECTIVE REPRESENTATIVES AND AGENTS BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives disclaim any representation or warranty with regard to acreages, zoning matters, environmental matters, water rights, location or availability of utilities, the value of any Minerals or the extent of Seller’s interest therein, availability of building, water or other permits, whether or not the Property qualifies for any specific use or purpose and/or the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction. Seller shall have no obligation or responsibility before or after Closing with respect to (and Buyer’s obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. Buyer warrants and represents to Seller that Buyer has performed all of Buyer’s due diligence regarding the Property and was satisfied with the Property’s condition before executing this Agreement. This warranty and representation of Buyer shall survive Closing.

15. Remedies; Buyer Default. The term “**Buyer Default**” refers to nonpayment of the Earnest Money in accordance with the provisions of this Agreement (including nonpayment or dishonor of any check delivered for the Earnest Money) and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer’s obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller’s demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, it would be impractical and extremely difficult to calculate the damages which Seller may suffer and that the liquidated damages amount provided above is a reasonable estimate of the total net economic detriment that Seller would suffer due to a Buyer Default. Without limiting the foregoing provisions, the parties agree that the liquidated damages amount provided above is reasonable due to the nature of a sale by public auction in general and this sale in particular. If this liquidated damages provision is adjudicated as unenforceable, all other remedies shall be available to Seller, in equity or at law, including the right to recover actual, punitive and/or exemplary damages, plus attorney fees.

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller’s demand, Buyer shall execute and deliver to the Escrow Agent or Closing Agent holding the Earnest Money an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller’s remedies in the event of a Buyer Default shall include the right to terminate Buyer’s right to acquire the Property under this Agreement (without prejudice to Seller’s right to recover damages, including liquidated damages or actual, punitive and/or exemplary damages, as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

16. Remedies; Seller Default. The term “**Seller Default**” refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller’s obligation(s) under this Agreement; *provided, however*, if Seller is unable to convey the Property in accordance with the express requirements of this Agreement (including the Surface Conveyance Requirements and the requirements of Exhibit C with respect to the Purchased Surface Tracts, if any), such inability shall constitute a failure of a condition and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer’s receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer’s option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller’s obligations. Buyer’s remedies are limited to those described in this Section. Seller shall not be liable for damages of any kind.

17. **Remedies; General.** If this transaction fails to close then, notwithstanding any other provision, Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

18. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("Exchange"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

19. **Notices.** A notice given to a party under this Agreement shall be in writing and sent by overnight delivery via USPS, FedEx or UPS to the party's notification address as provided below. In addition, if email address(es) is/are provided with a party's notification address in this Agreement, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective as of the first business day after the notice has been sent in accordance with this Section. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: C/o BOK Financial, ATTN: Trent A. Baulch
2 West Second Street, Suite 1300
Tulsa, Oklahoma 74103

With PDF copies via email to: tbaulch@bokf.com; and
brent@schraderauction.com

If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.

20. **Agency; Sales Fee.** Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as agents for, the Seller. Buyer hereby acknowledges (and Seller has previously acknowledged) receipt of the Oklahoma Real Estate Commission form of "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services". The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person.

21. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("**Entity**") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

22. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

23. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise

provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. All documents comprising this Agreement shall be read and construed together as a harmonious whole; *provided, however*, if any provision of Exhibit C is incompatible with any other provision of this Agreement, the provision of Exhibit C shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. Execution of this Agreement or any counterpart includes execution and delivery via fax and/or email.

24. **Offer and Acceptance; Acceptance Deadline.** Buyer's high bid constitutes an offer to purchase the Property in accordance with the terms of this Agreement which, if accepted by Seller, as evidenced by Seller's execution and delivery of this Agreement, shall constitute the binding agreement of the parties. This offer shall be deemed automatically withdrawn (and the Earnest Money shall be returned to Buyer) if this offer is not accepted by Seller on or before 11:59 p.m. (Central Time) on Monday, February 4, 2019. Delivery of the Signature Page with Seller's signature (including delivery via fax or email) to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Seller.

[The remainder of this Agreement to Purchase is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, the parties have designated the particular auction tract(s) purchased by Buyer and the amount of the Purchase Price and Earnest Money for purposes of this Agreement as follows:

Tract(s) _____, as identified, depicted and/or described by reference to the same tract number(s) in the attached **Exhibit A**, being one or more of the Surface Tracts and/or Mineral Tracts in the Counties of Garvin, McClain, Grady and Roger Mills, all in the State of Oklahoma, put up for bids at the Auction conducted on this date, and being the Purchased Tracts for purpose of this Agreement.

Bid Amount: \$ _____

4% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____ (pay to "American Abstract Company of McClain County, Inc.")

SIGNATURE OF BUYER: This Agreement is executed and delivered by the undersigned, constituting the "Buyer" for purposes of this Agreement, on this 31st day of January, 2019:

Printed Name(s) of Buyer, Co-Buyer(s) or Buyer Entity

Signature(s)

Name(s) and Office/Capacity of individual(s) signing on behalf of a Buyer Entity (if applicable)

Type of Buyer Entity and State of Organization (if applicable)

(Buyer's Address) (City, State, Zip)

(Buyer's Telephone Number) (Buyer's Email Address)

(Buyer's Lender, if any)

ACCEPTED BY SELLER on the _____ day of _____, 2019:

MARY AND JAMES HARRISON FOUNDATION, by its duly-authorized trustees:

Charles William Harrison, Jr., Trustee

Robert Theodore Harrison, Trustee

David Bishop Harrison, Trustee

John Josiah Harrison, Trustee

RECEIPT OF EARNEST MONEY: The Earnest Money in the amount written above has been received by the undersigned on the date indicated below, to be held in escrow pursuant to the terms of the foregoing Agreement.

Date Received: _____

AMERICAN ABSTRACT COMPANY OF MCCLAIN COUNTY, INC.

By: _____

Print: _____

EXHIBIT A

Auction Tract Descriptions

Buyer(s): _____

Seller: _____

Mineral Tracts: Tracts 1 – 18 in the Counties of Garvin, McClain, Grady & Roger Mills, Oklahoma.

Tracts 1 - 18 generally correspond to the mineral rights identified in the marketing materials as Mineral Packages 1 - 18, respectively; *provided, however*, as an update to the marketing materials, the descriptions of Tracts 5, 7 and 11 have been revised in this Exhibit A for purposes of the auction. The definition of "Minerals" in the Agreement to Purchase applies to such term as used in this Exhibit A.

| Tract: | County: | Sec-Twp-Rng: | Description of Mineral Tract: |
|-----------|-------------|----------------------------|---|
| Tract 1: | Garvin | S23-T3N-R4W S26-T3N-R4W | Undivided one-fourth (1/4 th) of Seller's interest in the Minerals with respect to ("w/r/t"): West 7.5 ac. SW/4 SE/4 NW/4, SE/4 NE/4 SW/4, W/2 E/2 SW/4 and E/2 SW/4 SW/4 in Section 23; and NW/4 in Section 26 |
| Tract 2: | Garvin | S23-T3N-R4W S26-T3N-R4W | Undivided one-fourth (1/4 th) of Seller's interest in the Minerals w/r/t: West 7.5 ac. SW/4 SE/4 NW/4, SE/4 NE/4 SW/4, W/2 E/2 SW/4 and E/2 SW/4 SW/4 in Section 23; and NW/4 in Section 26 |
| Tract 3: | Garvin | S23-T3N-R4W S26-T3N-R4W | Undivided one-fourth (1/4 th) of Seller's interest in the Minerals w/r/t: West 7.5 ac. SW/4 SE/4 NW/4, SE/4 NE/4 SW/4, W/2 E/2 SW/4 and E/2 SW/4 SW/4 in Section 23; and NW/4 in Section 26 |
| Tract 4: | Garvin | S23-T3N-R4W S26-T3N-R4W | Undivided one-fourth (1/4 th) of Seller's interest in the Minerals w/r/t: West 7.5 ac. SW/4 SE/4 NW/4, SE/4 NE/4 SW/4, W/2 E/2 SW/4 and E/2 SW/4 SW/4 in Section 23; and NW/4 in Section 26 |
| Tract 5: | Garvin | S6-T4N-R3W | (UPDATED DESCRIPTION) Seller's interest in the Minerals w/r/t any part of the NW/4 Sec. 6-T4N-R3W, including the part described in a Quitclaim Mineral Deed recorded at Book 1941, pg. 762 (I-2011-002917) |
| Tract 6: | Garvin | S5-T3N-R4W | Seller's interest in the Minerals w/r/t: NE/4 NE/4 SW/4; and W/2 NE/4 SW/4 |
| Tract 7: | Garvin | S9-T4N-R4W S10-T4N-R4W | (UPDATED DESCRIPTION) Seller's interest in the Minerals w/r/t any parts of Sec. 9-T4N-R4W and Sec. 10-T4N-R4W, including any lots in the Town of Lindsay within these sections, whether described correctly or not. |
| Tract 8: | McClain | S30-T5N-R3W | Seller's interest in the Minerals w/r/t: Lots 1 & 2; E/2 NW/4; NW/4 NE/4; SE/4 SE/4; S/2 NE/4 SE/4; NW 9.82 acres of Lot 3; NE/4 SW/4; East 20 acres of Lot 3; SW 9.8 acres of Lot 3; Lot 4; West 18 acres of SE/4 SW/4; W/2 NW/4 SE/4; E/2 SE/4 SW/4; East 2 acres of W/2 SE/4 SW/4; W/2 SW/4 SE/4; and SE/4 SW/4 SE/4 |
| Tract 9: | McClain | S31-T5N-R3W | Seller's interest in the Minerals w/r/t: N/2 NE/4; E/2 NE/4 NW/4; East 2 acres of W/2 NE/4 NW/4; W/2 NW/4; W/2 SE/4 NW/4; West 18 acres of NE/4 NW/4; Lots 3 & 4 & E/2 SW/4 (a/d/a SW/4); and SE/4 |
| Tract 10: | McClain | S25-T5N-R4W | Seller's interest in the Minerals w/r/t: SW/4; SE/4; S/2 NE/4; and SE/4 SE/4 NW/4 |
| Tract 11: | McClain | S26-T5N-R4W | (UPDATED DESCRIPTION) Seller's interest in the Minerals w/r/t: S/2 S/2 SE/4; NW/4 SW/4 SE/4; and any part of the E/2 SW/4, including the part described by metes and bounds in a Quitclaim Mineral Deed recorded at Book 2002, pg. 777 (I-2011-003318) |
| Tract 12: | McClain | S35-T5N-R4W | Seller's interest in the Minerals w/r/t: NE/4 |
| Tract 13: | McClain | S36-T5N-R4W | Seller's interest in the Minerals w/r/t: E/2 NE/4; E/2 W/2 NE/4; SW/4; and W/2 NW/4 |
| Tract 14: | McClain | S19-T5N-R3W | Seller's interest in the Minerals w/r/t: Lots 3 & 4; and South 19.77 acres of Lot 2 |
| Tract 15: | Grady | S18-T8N-R5W | Seller's interest in the Minerals w/r/t: Lot 1 (37.31ac); West 17.44 acres and the Northeast 10 acres of Lot 2; Northwest 8.77 acres of Lot 3; N/2 NE/4 NW/4; and NW/4 NW/4 NE/4 |
| Tract 16: | Grady | S11-T4N-R5W S14-T4N-R5W | Seller's interest in the Minerals w/r/t: S/2 SW/4; S/2 NW/4 SW/4; SE/4 NE/4 SW/4; and S/2 SW/4 NE/4 SW/4 in Section 11; and NW/4 SW/4 and W/2 NW/4 in Section 14 |
| Tract 17: | Grady | S20-T9N-R6W | Seller's interest in the Minerals w/r/t: N/2 |
| Tract 18: | Roger Mills | S5-T13N-R21W | Seller's interest in the Minerals w/r/t: S/2 |

EXHIBIT A

Auction Tract Descriptions

Buyer(s): _____

Seller: _____

Surface Tracts: Tracts 19 – 22 (surface rights only), all in Garvin County, State of Oklahoma *

REVISED

For bidding purposes, and for purposes of the Agreement to Purchase and Exhibit B, the "Surface Tracts" consist of Tracts 19 – 22, as approximately depicted and described in this Exhibit A.

Collectively, Tracts 19 - 22 comprise the surface rights identified in the marketing materials as Surface Tracts 1 – 4. However, as an update to the marketing materials, the configuration and acre estimates for some of the Surface Tracts have been revised, as shown in this Exhibit A.



Tracts 19, 20 & 22: Surface rights with respect to the West 7.5 ac. SW4 SE4 NW4, and the E/2 SW/4 SW/4, and the SE/4 NE/4 SW/4, and the W/2 E/2 SW/4 of Sec. 23-T3N-R4W. **

Tract 21: Surface rights with respect to the NW/4 of Sec. 26-T3N-R4W, EXCEPT a strip of land containing approximately 4.5± acres along the entire west side of said NW/4 as described in the conveyance to the State of Oklahoma for the public highway.

* Tracts 19 – 22 do not include the Minerals (as defined in the Agreement to Purchase). Boundary lines and acreages depicted in this Exhibit A are approximations and are provided for general identification purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages. New post-auction survey(s) will be obtained if and only if obtained in accordance with Section 5(b) of the Agreement to Purchase.

** Without limiting the provisions of Section 5(b) of the Agreement to Purchase, if Tracts 19, 20 & 22 are not purchased together as a unit, the newly-created boundaries will be established by survey in accordance with Section 5(b) of the Agreement to Purchase.

Buyer(s): _____

Seller: _____

EXHIBIT B

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

Date: January 31, 2019

Owner: Mary and James Harrison Foundation

Sale Manager: Brent Wellings

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. For bidding purposes, the auction tracts are identified by reference to the tract numbers shown in Exhibit A in your Bidder's Packet.

Tracts 1 - 18 consist of the mineral rights identified in the marketing materials as Mineral Packages 1 - 18, respectively, and are hereinafter referred to as the "**Mineral Tracts**". The descriptions have been updated for some of the Mineral Tracts, as shown in Exhibit A.

Tracts 19 - 22 consist of the surface rights identified in the marketing materials as Surface Tracts 1 - 4 and are hereinafter referred to as the "**Surface Tracts**". The configuration and acre estimates for some of the Surface Tracts have been revised, as shown in Exhibit A.

3. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and on combinations until the close of the auction.
4. Bidding will be on a lump sum basis. Minimum bids are at the discretion of the auctioneer.
5. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at Closing.
6. The final bid(s) are subject to the Seller's acceptance or rejection. Seller's acceptance may be executed and delivered on or before February 4, 2019.
7. The individual trustees of the Mary and James Harrison Foundation reserve the right to bid on their own behalf or on behalf of an entity owned by one or more of such trustees.

PART B - TERMS OF SALE OUTLINED:

8. A Buyer's Premium equal to 4% of the high bid amount will be charged to the Buyer and added to the bid amount to arrive at the contract Purchase Price.
9. 10% of the Purchase Price is due as a cash down payment at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. The balance of the Purchase Price is due in cash at Closing.
10. The Closing will be scheduled in accordance with the terms of the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before March 4, 2019.
11. Closing costs and expenses will be allocated and paid in accordance with Sections 10 and 11 of the Agreement to Purchase. Real estate taxes shall be prorated in accordance with Section 12 of the Agreement to Purchase.
12. Buyer agrees to accept title subject to all "Permitted Exceptions" (but free and clear of liens), as provided in Section 7 of the Agreement to Purchase.
13. The Surface Tracts will be conveyed by Deed without warranty in substantially the form which is included in your Bidder's Packet as **Exhibit D** and otherwise in accordance with the applicable provisions (including Section 5) of the Agreement to Purchase.
14. The Mineral Tracts will be conveyed by Mineral Deed without warranty in substantially the form which is included in your Bidder's Packet as **Exhibit E** and otherwise in accordance with the applicable provisions (including Section 6) of the Agreement to Purchase. The effective date of the transfer of the Purchased Mineral Tracts shall be the first day of the calendar month in which the Closing occurs.
15. With respect to the Surface Tracts:
 - a. Preliminary title insurance schedules dated December 31, 2018 (and signed as of January 9, 2019) have been prepared by American Abstract Company of McClain County, Inc. and are available to review in the auction display area, along with copies of the recorded documents listed as exceptions.
 - b. Seller will furnish an updated title insurance commitment prior to Closing in accordance with the terms of Section 5(d) of the Agreement to Purchase. However, if Buyer elects to purchase title insurance, the cost of any title insurance shall be at Buyer's sole expense.
 - c. A new survey shall be obtained *if and only if* obtained in accordance with Section 5(b) of the Agreement to Purchase. The cost of any survey obtained in accordance with the Agreement to Purchase shall be shared equally (50:50) by Seller and Buyer.
 - d. If a new perimeter survey is obtained in accordance with the provisions of the Agreement to Purchase, the Purchase Price shall be adjusted proportionately to reflect the difference, if any, between the acre estimates shown in Exhibit A and the gross acres shown in the survey, except with respect to Tract 19 or any combination that includes Tract 19.
 - e. Possession shall be delivered at Closing, except that possession of Tracts 21 and 22 shall be delivered subject to the rights of the farm tenant for the remainder of the current farm lease term which expires the earlier of June 30, 2019 or the completion of the wheat harvest.

f. The rights and obligations of Seller under the current farm lease shall be assigned to and assumed by the Buyer(s) of Tracts 21 and 22 in accordance with Section 5(f) of the Agreement to Purchase. Seller will collect and retain all rent payable under the current farm lease. In lieu of any assignment of such farm rent, the Buyer of Tract 21 shall receive a credit at Closing in the amount of \$1,000 and the Buyer of Tract 22 shall receive a credit at Closing in the amount of \$100. These credit amounts are not subject to adjustment regardless of the portion of the lease term remaining at the time of Closing and regardless of the proportion of crop acres included with either tract.

16. Collectively, Tracts 19 - 22 comprise the surface rights identified in the marketing materials as Surface Tracts 1 - 4. However, as an update to the marketing materials, and as shown in Exhibit A, Tracts 19 and 22 have been reconfigured for purposes of the auction and the acre estimates have been revised for purposes of the auction, as follows:

| ACRE ESTIMATES: | Tract 19: | Tract 20: | Tract 21: | Tract 22: | Total: |
|--------------------------------|------------------|------------------|------------------|------------------|---------------|
| Advertised / Brochure (±) | 21 | 17 | 160 | 40 | 238 |
| Revised / Exhibit A (±) | 10.5 | 17 | 155.5* | 50 | 233 |

* According to the preliminary title insurance schedules, the legal description for Tract 21 excludes approximately 4.5± acres conveyed to the State of Oklahoma for the public highway along the entire west side of the Quarter Section.

17. The acres shown in Exhibit A for the Surface Tracts have been estimated based on: (a) the approximate total acres indicated by the existing legal descriptions; and (b) an approximate, provisional allocation of the total between the individual tracts. No warranty or authoritative representation is made with respect to the number of acres included with any tract or set of tracts.
18. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for illustrative purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
19. If any dispute arises prior to Closing with respect to the location of any boundary, the Auction Company may (but shall not be required to) terminate the purchase contract by giving written notice of termination to Buyer, but only with the Seller's consent. In the event of such termination, the earnest money shall be refunded to Buyer and the Property may be re-sold free and clear of any claim of Buyer. In lieu of consenting to such termination, Seller may elect instead to enforce the purchase contract according to its terms.
20. Based on the approximate depiction of Tract 20 in Exhibit A, an existing fence line appears to run across the north part of Tract 20, south of the north boundary of Tract 20. The Buyer of Tract 20 agrees to acquire the Property subject to and notwithstanding: (a) any encroachment of said fence onto Tract 20; and/or (b) any adverse rights that may exist in connection with such fence and/or any such encroachment.
21. Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website and are available for further review in the auction information area. The information booklets include information obtained or derived from

third-party sources, including soil maps, FSA information, property tax information, and preliminary title insurance schedules. Although believed to be from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's due diligence, including but not limited to independent review and investigation of the Property. The Auction Company and Seller disclaim any warranty or liability for the information provided.

22. The Seller's Residential Property Condition Disclosure Exemption Form and the lead-based paint disclosure form for the home on Tract 19 are posted and shall be signed by the Buyer of Tract 19 at the end of the auction.
23. Your bids are to be based solely upon your inspection. All Property is sold "AS IS" and "WHERE IS" without any warranty. Without limiting the foregoing provision or any provision of the Agreement to Purchase, Seller and Auction Company and their respective agents and representatives make no warranty or authoritative representation with respect to: (a) zoning matters; (b) whether or not the Property qualifies for any particular use; (c) availability or location of utilities; (d) availability of any permits (including water, septic, driveway and/or building permits); (e) the accuracy of any information or materials prepared or provided by any third party regarding the auction and/or the Property; (f) the environmental condition of the Property; or (g) the value of Seller's mineral interest.
24. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase and Exhibits A through E; *provided, however*, Exhibits C and D apply if and only if the Purchased Tracts include one or more of the Surface Tracts and Exhibit E applies if and only if the Purchased Tracts include one or more of Mineral Tracts. The terms of these documents are non-negotiable. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction. Deeds shall be recorded in the order designated by the Seller.
25. The Agreement to Purchase and all exhibits shall be read and construed together as a harmonious whole; *provided, however*: (a) if any provision of this Exhibit B is incompatible with any provision of the Agreement to Purchase, the provision of the Agreement to Purchase shall control; (b) if any provision of Exhibit C is incompatible with any provision of the Agreement to Purchase or any other exhibit, the provision of Exhibit C shall control with respect to the Surface Tracts; and (c) if any provision of Exhibit E is incompatible with any provision of the Agreement to Purchase or any other exhibit, the provision of Exhibit E shall control with respect to the Mineral Tracts.
26. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller. Your Bidder's Packet includes the Oklahoma form of "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services" which shall be signed by the parties and attached to the Agreement.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

EXHIBIT C

SELLER'S ADDENDUM
RE: PURCHASED SURFACE TRACTS

This Addendum supplements and is attached to and made a part of a certain Agreement to Purchase executed concurrently herewith (the "Agreement to Purchase") by and between the undersigned Buyer(s) (hereinafter referred to as "Buyer", whether one or more) and the undersigned Mary and James Harrison Foundation, an Oklahoma not-for-profit-corporation ("Seller"), in connection with the public auction conducted on behalf of Seller on January 31, 2019 (the "Auction"). Buyer has agreed to purchase from Seller one or more of the tracts put up for bids at the Auction and designated as the Purchased Tracts on the Signature Page of the Agreement to Purchase (the "Purchased Tracts", whether one or more), including one or more of the Surface Tracts (as defined in the Agreement to Purchase), in accordance with and subject to the terms and conditions of the Agreement to Purchase and all exhibits thereto, including this Addendum (collectively, the "Agreement").

This Addendum applies to the particular Surface Tracts included among the Purchased Tracts (the "**Purchased Surface Tracts**", whether one or more). If the Purchased Tracts also include one or more of the Mineral Tracts (as defined in the Agreement to Purchase), this Addendum applies only with respect to the Purchased Surface Tracts and not with respect to such Mineral Tracts (the "Purchased Mineral Tracts").

As applied to the Purchased Surface Tracts, the Agreement to Purchase and all other exhibits thereto (other than this Addendum) are hereby amended and modified, in accordance with this Addendum, as follows:

1. The individuals signing on behalf of Seller are acting as fiduciaries in the course of the administration of a foundation. The Agreement is executed by such individuals, on behalf of Seller, strictly in their fiduciary capacities, and said individuals shall have no liability whatsoever in their individual capacities on any covenant or provision contained in the Agreement.
2. All of the oil, gas, and other minerals in and under that are associated with and/or may be produced from the Purchased Surface Tracts, and all rights appurtenant thereto, are specifically excepted and excluded from the Purchased Surface Tracts.
3. Buyer acknowledges that Buyer is purchasing the Purchased Surface Tracts in its present condition, "AS IS, WHERE IS", subject to any current leases, conservation agreements, zoning, restriction limitations, flooding, environmental conditions and/or latent, patent, known or unknown defects, if any. Buyer acknowledges that the risks assumed by the Buyer have been taken into account by Buyer in determining the purchase price Buyer was willing to pay for the Property.
4. Seller states that Seller has never occupied the Purchased Surface Tracts and Seller makes no disclosures concerning the condition of the Purchased Surface Tracts. Buyer acknowledges that Seller and Seller's agents are making no representation or warranty, either express or implied, concerning the past or present condition of the Purchased Surface Tracts or any improvements, components, fixtures, equipment or appliances in or on the Purchased Surface Tracts.
5. The Buyer represents to Seller that Buyer was urged to carefully inspect the Purchased Surface Tracts and any improvements, components, environmental conditions, fixtures, equipment or

BUYER'S INITIALS: _____

SELLER'S INITIALS: _____

appliances in or on the Purchased Surface Tracts and, if desired, to have the Purchased Surface Tracts inspected by an expert. Buyer acknowledges that Buyer was responsible for conducting Buyer's own independent inspections, investigations, inquiries, and due diligence concerning the Purchased Surface Tracts. Buyer shall indemnify, defend and hold Seller harmless from any and all loss, cost, expense, damage, liability, mechanics' or materialmen's lien or claim of lien, action or cause of action, including without limitation reasonable attorneys' fees, arising from or relating to any and all inspections, studies, investigations or entries upon the Purchased Surface Tracts by Buyer or Buyer's agents or representatives. Such indemnity shall expressly survive closing or any termination of the Agreement, if no Closing occurs and the Agreement is terminated.

- 6. It is agreed and understood that Buyer shall not have the right to assign the Agreement to a third party without the Seller's prior written consent, which consent shall not be unreasonably withheld.
- 7. It shall not be considered Default under the terms of the Agreement if Seller's Title defects cannot be corrected for less than \$5,000.00. Likewise, Buyer may not seek specific performance in the event that Seller's Title defects cannot be corrected for less than \$5,000.00.
- 8. Notwithstanding any other provision of the Agreement, Seller shall be obligated only to convey a merchantable title by deed without warranty, (and such affidavits, agreements and evidence of authority as reasonably required by the Title Company), as applicable, conveying to Buyer all of Seller's respective right, title and interest in the Purchased Surface Tracts so as to enable Buyer to acquire the fee simple title in and to the Purchased Surface Tracts, subject to, without limitation, all apparent and visible uses and Easements, Permitted Exceptions, all matters of record affecting title to the Purchased Surface Tracts, any outstanding oil, gas, or other mineral deeds, leases or agreements, all matters which a current survey of the Purchased Surface Tracts would indicate, any and all encumbrances against the Purchased Surface Tracts, and the rights of tenants, if any, on the Purchased Surface Tracts. This conveyance shall be made without warranty, express or implied.
- 9. Buyer represents that Buyer is not a director, officer, employee, or a family member of a director, officer, or employee of BOK Financial, or any of its subsidiaries, nor is Buyer acting on behalf of any such officer, director, employee or family member.
- 10. Buyer represents that Buyer is not: (a) a person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through OFAC or otherwise, as a terrorist, "Specially Designated National", "SDN", "Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United States government, (b) Buyer is not acting on behalf of any such person, group, entity, or nation, and (c) Buyer is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation.
- 11. If closing services are to be paid by Seller, Seller reserves the right to choose title, abstract, or other appropriate agents. Closing will not occur until proceeds are available to be paid to Seller in cash or immediately available funds. Seller reserves the right to conduct its portion of the closing via overnight mail and electronic transfer of funds.
- 12. Real estate taxes shall be prorated to the closing date based on the last available tax bill. All prorations are final.
- 13. Any broker's commission due shall be earned and payable only if and when the sale of the Property is closed pursuant to the Contract. The rate of commission is as agreed in the listing

BUYER'S INITIALS: _____

SELLER'S INITIALS: _____

agreement with broker and shall be paid by the closing agent as directed by Seller.

- 14. Seller's insurance is to be canceled upon closing of sale.
- 15. This Addendum, upon its execution by both parties, is made an integral part of the Agreement. If there is any conflict between this Addendum and any provision of the Agreement, this Addendum shall be considered the governing document and all other provisions of the Agreement not in conflict with this Addendum shall remain in full force and effect.

Executed by Buyer on this 31st day of January, 2019 and by Seller on the date indicated below.

BUYER:

Signed: _____

Signed: _____

SELLER:

MARY AND JAMES HARRISON FOUNDATION, an
Oklahoma not-for-profit-corporation,
by its duly-authorized trustees:

Charles Harrison, Co-Trustee of the
Mary and James Harrison Foundation

Robert Harrison, Co-Trustee of the
Mary and James Harrison Foundation

David Harrison, Co-Trustee of the
Mary and James Harrison Foundation

John Harrison, Co-Trustee of the
Mary and James Harrison Foundation

Date: _____

EXHIBIT D

After Recording Return To:

TRUSTEE'S DEED
(SURFACE ONLY)

KNOW ALL MEN BY THESE PRESENTS:

That JOHN HARRISON, CHARLES HARRISON, DAVID HARRISON and ROBERT HARRISON, as CO-TRUSTEES of the MARY AND JAMES HARRISON FOUNDATION, an Oklahoma Not For Profit Corporation, (hereinafter referred to as "Grantor") in consideration of the sum of Ten and no/100 Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do grant, bargain, sell, convey, transfer, assign and deliver, unto _____ (hereinafter referred to as "Grantee"), whose tax mailing address is _____ all of Grantor's right, title and interest in those certain tracts of real property situated in Garvin County, Oklahoma, described as follows, to-wit:

"PROPERTY"

together with all the improvements thereon and appurtenances thereunto belonging, **LESS AND EXCEPT** all oil, gas and other minerals in and under that are associated with and may be produced from the PROPERTY described above and all rights appurtenant thereto, and the term "PROPERTY" shall not include any mineral rights, and **SUBJECT TO** visible and apparent uses and easements, rights-of-way, easements of record, restrictive covenants, oil and gas leases of record, if any, to zoning ordinances and ad valorem taxes for 2019 and subsequent years, which Grantee agrees to and shall pay.

EXHIBIT E

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign, and deliver unto:

hereinafter called GRANTEE, **all** of Grantor's right, title and interest in and to all of the oil, gas and other minerals in and under and that may be produced from the lands described below, situated in _____ **County, State of** _____, to-wit:

INSERT LEGAL DESCRIPTION

together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

THIS transfer and conveyance is made subject to all valid subsisting oil and gas lease(s) of record heretofore executed; it being understood and agreed that said Grantee shall have, receive and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease(s) insofar as it covers the said described property from the Effective Date hereinafter defined.

GRANTEE REPRESENTS AND WARRANTS IT HAS EXAMINED TITLE TO THE EXTENT GRANTEE DEEMS NECESSARY AND THUS ACCEPTS TITLE IN ITS CURRENT CONDITION. MOREOVER, GRANTEE UNDERSTANDS AND ACCEPTS THAT THIS DEED IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED AND GRANTOR SHALL NOT BE OBLIGATED FOR ANY TITLE CURATIVE SUBSEQUENT TO EXECUTION OF THIS DEED. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES FOR ANY PURPOSE WHATSOEVER AS TO THE QUALITY, QUANTITY, USABILITY, SUITABILITY, MINEABILITY, VALUE OR CONDITION OF THE SAID

DESCRIBED PROPERTY, INCLUDING THE OIL, GAS AND ALL OTHER MINERALS WHICH MAY OR MAY NOT BE PRESENT THEREIN, AND SAID PROPERTY TOGETHER WITH ITS ENVIRONMENTAL CONDITION IS HEREBY SOLD, CONVEYED, TRANSFERRED, ASSIGNED AND DELIVERED TO GRANTEE ON AN "AS-IS AND WHERE-IS" BASIS. THIS TRANSFER AND CONVEYANCE IS MADE WITHOUT ANY WARRANTY OF TITLE, EXPRESS OR IMPLIED.

IT is the express intention of Grantor to convey all of its interest described herein to Grantee.

GRANTOR agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described property, upon default in payment by the Grantor, and be subrogated to the rights of the holder thereof.

IT is a condition to this Mineral Deed, as hereafter described, that Grantee, at any time prior to the date of execution of this Mineral Deed was not an employee, affiliate, representative or agent of the Grantor.

IN the event that Grantor determines that Grantee was an employee, affiliate, representative or agent of the Grantor prior to the date of the Mineral Deed, then within sixty days following the date this Mineral Deed is recorded in the records of the office of the clerk in which conveyances of property of the kind and nature conveyed herein are duly recorded (the "Official Records"), this Mineral Deed shall be deemed null and void, provided that Grantor within such sixty day period shall execute and file an Affidavit of Notice of Condition Precedent ("Notice of Condition") in the Official Records stating that Grantor has discovered that Grantee failed to meet the condition precedent to Mineral Deed. In the event that Grantor files a Notice of Condition, Grantor shall pay Grantee the price paid by Grantee for the property described herein, less any fees or costs paid by Grantee, including real estate, brokerage and auction commissions or fees, which shall be borne by the Grantee and which shall not be repaid by Grantor. In the event that Grantor fails to file the Notice of Condition, described herein, within the time period provided hereby, this Mineral Deed shall be deemed to be unconditioned with respect to such limitation and the Grantor shall have no further right to void transfer of the property described herein to the Grantee on such basis.

TO HAVE AND TO HOLD the property described hereto with all and singular the rights, privileges and appurtenances thereunto or in any wise belonging to Grantee, their heirs, successors, personal representatives, administrators, executors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of acknowledgements annexed hereto, but to be made effective for all purposes from and after 7:00 a.m., C.S.T., the _____ day of _____.

By: _____

STATE OF OKLAHOMA }
COUNTY OF _____ } §

ACKNOWLEDGMENT

Before me, the undersigned authority, on this _____ day of _____, 2019, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledge to me that she had willingly made and executed it as her free and voluntary act and deed, for the uses and purposes therein expressed.

WITNESS my hand and official seal the day and year last above written.

Notary Public

(To be attached to Agreement to Purchase)
Schrader Real Estate and Auction Company, Inc. represents only Seller.

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- | | | |
|---|--|---|
| <input type="checkbox"/> Buyer Brokerage Agreement | <input type="checkbox"/> Listing Brokerage Agreement | <input type="checkbox"/> Option Agreement |
| <input checked="" type="checkbox"/> Sales Agreement (auction) | <input type="checkbox"/> Exchange Agreement | <input type="checkbox"/> Other _____ |

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- B. unless specifically waived in writing by a party to the transaction:
 - 1) receive all written offer and counteroffers;
 - 2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 - 3) present timely all written offers and counteroffers.
- C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- E. timely account for all money and property received by the Broker;
- F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
 - 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 - 4) information specifically designated as confidential by a party unless such information is public.
- G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 20_____.

(Print Name) _____

(Signature) _____

(Print Name) _____

(Signature) _____