

## AGREEMENT TO PURCHASE

This Agreement to Purchase is executed by the party(ies) signing as Buyer(s) (hereinafter “**Buyer**”, whether one or more) on the signature page of this Agreement to Purchase (“**Signature Page**”) in connection with a public auction conducted on April 22, 2025 (“**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of Seller with respect to certain real estate located in Oklahoma and Canadian Counties in the State of Oklahoma and put up for bids in twenty-three (23) separate tracts, each of which is approximately depicted and identified by tract number in Exhibit A, including Tracts 1 - 10 (in Oklahoma County) and Tracts 11 - 23 (in Canadian County). “**Seller**” collectively refers to: (a) BOKF, N.A., Trustee of the Margaret T. Flynn Testamentary Trust; (b) Adelaide Wilson Hornberger and BOKF, N.A., as Trustees of the Adelaide Wilson Hornberger Revocable Trust dated August 15, 1990; and (c) Courtney M. McWalter, Trustee of the Courtney M. McWalter Trust Established June 15, 2006.

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**”: (i) the revised auction tract maps included in each bidder’s packet as Exhibit A (“**Exhibit A**”); (ii) the bid procedures and auction announcements included in each bidder’s packet as Addendum A (“**Addendum A**”); and (iii) the Seller’s Addendum included in each bidder’s packet as Addendum B (“**Addendum B**”).

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; Property.** In accordance with and subject to the terms of this Agreement, Buyer offers and agrees to purchase from Seller the surface estate with respect to the land comprising the Purchased Tracts, together with any improvements on said land that are appurtenant to the surface estate (the “**Property**”); *provided, however*, this purchase shall not include (and the term “Property” shall not be construed as including) any Minerals or any item or property interest that is excluded according to any other provision of this 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 a specific auction tract that is not one of the Purchased Tracts shall not apply unless and except to the extent such provision also pertains to or affects the sale and/or conveyance of one or more of the Purchased Tracts.
2. **Exclusion of Minerals.** All oil, gas, coal, coalbed methane, other hydrocarbons, lignite, metallic minerals and other minerals of every kind and nature on, in and under the surface of (and/or that may be produced from) the land comprising the Property, together with all rights and property appurtenant thereto (collectively, “**Minerals**”), are excluded from this sale and shall be excluded from the conveyance of the Property to Buyer. The meaning of the term “Property” as used throughout this Agreement shall be interpreted to exclude all Minerals.
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 said bid amount; *provided, however*, the Purchase Price shall be adjusted in accordance with the provisions of Addendum A (based on surveyed acres) if applicable in accordance with the provisions of Addendum A. Prior to the Closing, Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied 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 Escrow Agent.
4. **Earnest Money; Escrow Agent.** Concurrently with Buyer’s execution of this Agreement, Buyer shall deliver an earnest money deposit (the “**Earnest Money**”) payable to the Escrow Agent in an amount equal to at least ten percent (10%) of the Purchase Price, to be held in escrow and applied to the Purchase Price at Closing. “**Escrow Agent**” refers to American Abstract Company of McClain County, Inc., 138 W. Main St., Purcell, OK 73080 (Tel: 405-527-7575).
5. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the “**Conveyance Requirements**”): (a) that Buyer has received the Final Title Commitment in accordance with the provisions of this Agreement; (b) that Seller is able to satisfy the requirements of the Final Title Commitment for the issuance of a Standard Coverage Owner’s Title Policy, other than a Buyer-Related Requirement; (c) that Seller is able to convey fee simple title to the Property, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception; and (d) that Seller is able to deliver possession of the Property in accordance with the provisions of this Agreement. “**Liens**” refers to, collectively, any mortgage, deed of trust, judgment lien and/or other monetary

obligation attaching as a lien against the Property other than a lien for property taxes and/or assessments not yet due and payable. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of a condition, but not a Seller default; and (ii) 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 time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the Targeted Closing Date stated in Section 16 below. Any such non-conformity shall be deemed cured if the Escrow Agent and/or Seller provides evidence that such non-conformity has been or will be paid, satisfied, removed and/or released (as applicable) prior to or in connection with the Closing, except as otherwise provided in the Agreement to Purchase and/or Addendum B. 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.

6. **Pre-Auction Surveys.** Buyer acknowledges that the following-described surveys (collectively, “**Pre-Auction Surveys**”) 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: (a) ALTA/NSPS Land Title Survey dated “10/11/24” and “October 18, 2024” prepared by Universal Surveying & Mapping and identified by reference to Job Number 302278 in which the perimeter boundary of Tracts 1 - 10 (combined) is said to contain 79.76 total acres, more or less; and (b) ALTA/NSPS Land Title Survey dated “10/11/24” and “October 18, 2024”, prepared by Universal Surveying & Mapping and identified by reference to Job Number 302277 in which the perimeter boundary of Tracts 11 - 23 (combined) is said to contain 160.91 total acres, more or less. Buyer accepts all matters affecting the Property that are shown, identified, and/or referenced in the Pre-Auction Surveys, and Buyer agrees to acquire the Property at Closing subject to and notwithstanding all such matters. The costs of the Pre-Auction Surveys have been or will be paid by (or on behalf of) Seller. Buyer will not be charged for any part of the costs of the Pre-Auction Surveys.

7. **Post-Auction Survey.** A new survey shall be obtained after the Auction and prior to Closing if and only if: (a) the conveyance of the Property will involve the creation of a new parcel which cannot be conveyed using the legal description(s) from existing deed(s) and/or pre-auction survey(s); (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained in accordance with the provisions of this Section 7: (i) such survey shall be ordered by an agent of the Seller and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller; and (ii) any such survey of adjacent tracts purchased in combination will show the perimeter boundaries of the surveyed land but will not show interior tract boundaries. The cost of any survey obtained in accordance with the provisions of this Section 7 (“**Post-Auction Survey**”) shall be shared equally (50:50) by Seller and Buyer.

8. **Preliminary Title Evidence.** The “**Preliminary Title Evidence**” refers to the applicable preliminary title insurance schedules prepared by American Abstract Company of McClain County, Inc., as identified in the correlation table below, together with copies of the recorded documents listed as exceptions therein. Buyer acknowledges that the Preliminary Title Evidence, as set forth below, has 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 Property at Closing subject to and notwithstanding all matters affecting the Property that are disclosed, identified or listed in the Preliminary Title Evidence, as set forth below (except Liens, if any).

***Correlation Table for Preliminary Title Insurance Schedules:***

<b>Auction Tracts:</b>	<b>Title Co. File No.:</b>	<b>Dated:</b>
1 - 10	20241166	9/26/2024
12 - 23	20241165	9/16/2024

9. **Final Title Commitment.** As a condition precedent to Buyer's obligation to acquire the Property at Closing, Buyer has the right to receive a commitment, to be furnished by Seller at Seller's expense, and dated after the Auction, for the issuance of a standard coverage ALTA owner's title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception (“**Final Title Commitment**”). Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions (including survey exceptions); (b) 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; (c) any specific or general exception or exclusion with respect to Minerals; (d) any specific or general exception

that appears in the Schedule B-II(s) provided with the Preliminary Title Evidence, as referenced in Section 8 above; and/or (e) any other matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception.

10. **Title Insurance at Buyer's Expense; Requirements.** If Buyer and/or Buyer's lender elect(s) to purchase title insurance, all costs of issuing any title insurance policy shall be charged to Buyer, including title insurance premiums and the cost of any extended or special coverage, lender's coverage and/or title insurance endorsements. Subject to the terms and conditions of this Agreement, Seller shall reasonably cooperate with respect to the satisfaction (at or before Closing) of the title company's requirements for issuing a standard coverage title insurance policy, as set forth in the Final Title Commitment; *provided, however*, Buyer is responsible for the satisfaction of any title insurance requirement pertaining to Buyer or the proposed insured or any obligation of Buyer or the proposed insured or any title insurance requirement that can only be (or that reasonably should be) satisfied by Buyer as opposed to Seller (each a "**Buyer-Related Requirement**"). Seller shall have no obligation with respect to (and Buyer's obligations are not contingent upon the satisfaction of) any Buyer-Related Requirement or the availability or issuance of any extended or special title insurance coverage, title insurance endorsement or other title insurance product other than the Final Title Commitment for the issuance of a standard coverage ALTA owner's title insurance policy as described in this Agreement. Seller shall have no obligation with respect to the satisfaction of any title insurance requirement or condition that is contrary to or inconsistent with the provisions of this Agreement.

11. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, 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 or apparent uses and easements; (c) any utilities and/or facilities serving the Property, whether or not visible or apparent; (d) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (e) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field line, ditch line, or other visible or apparent occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (f) any lien for Taxes not yet due and payable; (g) local ordinances and zoning laws; (h) building set back requirements; (i) any outstanding reservations, severances and/or other rights with respect to Minerals; (j) any recorded oil and/or gas lease, whether active or not; (k) any environmental issues; (l) the provisions of this Agreement and any matter disclosed in this Agreement (including Addendum A); (m) 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; and (n) all matters (except Liens, if any) listed, disclosed, described, shown, identified, and/or referenced in the Preliminary Title Evidence and/or Pre-Auction Surveys, whether or not referring to a recorded instrument.

12. **Delivery of Title.** The Property shall be conveyed to Buyer at Closing by Special Warranty Deed, subject to the Permitted Exceptions and excluding all Minerals. The deed shall be furnished at Seller's expense. The special warranties in the deed shall be limited to the time Seller was in title and, with respect to each of the trusts collectively identified herein as Seller, the special warranties in the deed shall be further limited to the lesser of the net proceeds received by such trust for this sale or the assets in such trust at the time the claim is conclusively determined.

13. **Delivery of Possession.** Possession of the Property shall be delivered to Buyer effective as of the completion of Closing, subject to the Permitted Exceptions.

14. **New Utility Easement(s).** If this purchase includes one or more (but not all) of Tracts 1 – 9 and/or one or more (but not all) of Tracts 11 - 22, a new utility easement (or easements) will be created pursuant to the terms of Addendum A and Buyer and Seller agree to execute and record (and/or consent to the execution and recording of) the instrument(s) creating such easement(s). The terms of the easement(s) shall allow for the non-exclusive use of the easement corridor for the extension, installation, maintenance, repair and/or replacement of municipal and/or public utility lines and facilities for the delivery of utility services (including water, sewer, gas, cable, electric and other types of communication services), subject and subordinate to all pre-existing rights, easements, existing improvements and/or future rights under the laws of the State of Oklahoma with respect to any public road, and subject to the reservation of rights to construct access improvements (such as a private driveway) across the easement corridor for access to the public roads. The easement(s) will be created at or prior to Closing pursuant to one or more instruments prepared by an attorney on behalf of the Seller. The instrument(s) creating the easement(s) will be as determined solely by Seller and Seller's attorney.

15. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property is not contingent upon any post-Auction inspection, investigation or evaluation of the Property or upon Buyer's ability to obtain any financing or permit. Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any 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 (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

16. **Closing.** Subject to the terms and conditions of this Agreement, 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 this Agreement ("Closing") shall occur on or before June 6, 2025, or as soon as possible after said date upon completion of the Post-Auction Survey (if applicable), the Final Title Commitment and Seller's closing documents; provided, however, if for any reason the Closing does not occur on or before June 6, 2025 then, subject only to the satisfaction of the conditions described in Section 15 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 7 days after the effective date of such notice; and (b) at least 10 days after completion of the Post-Auction Survey, if applicable, and the Final Title Commitment. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of the Escrow Agent.

17. **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) the cost of releasing any Liens; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing; (c) the balance (if any) due from Seller for the costs of the Pre-Auction Surveys, and one-half of the cost of the Post-Auction Survey (if applicable); (d) the cost of furnishing the Final Title Commitment; (e) the cost of preparing Seller's transfer documents, including the deed; (f) the documentary stamp tax; (g) the sums 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 closing expense that is customarily charged to a seller and is not specifically charged to Buyer in this Agreement.

18. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Escrow Agent prior to Closing: (a) any expense paid at Closing in connection with a loan obtained by Buyer; (b) one-half of the fee charged by the Escrow 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 Post-Auction Survey (if applicable); (d) the cost of issuing any title insurance policy, including title insurance premiums; (e) the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements requested by Buyer or Buyer's lender; (f) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (g) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (h) any other closing expense that is not allocated to Seller according to the terms of this Agreement.

19. **Prorated Taxes.** General real estate taxes and special assessments (and any related penalties) that are or may become a lien against all or any part of the Property (collectively, "**Taxes**") shall be allocated and paid in accordance with this Section and, if applicable, Section 20 below. "**Seller's Taxes**" refers to all such Taxes consisting of: (a) general real estate taxes attributed to the period up to and including the day of Closing (**prorated** on a calendar year basis to the day of Closing); and/or (b) special assessments, if any, that are or were last payable without a penalty on or before the day of Closing. Any unpaid Seller's Taxes that are ascertainable and payable at the time of Closing shall be withheld from Seller's proceeds at Closing and paid directly to the appropriate tax collection office. Subject to the provisions of Section 20 below: (i) any portion of Seller's Taxes that is not ascertainable and payable at the time of Closing shall be estimated based on 100% of the amounts last billed for a calendar year (prorated to the date of Closing); (ii) the amount thus estimated (to the extent attributed to the Property) shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing; and (iii) Buyer shall then pay all Taxes due after Closing to the extent attributed to the Property.

20. **Tax Parcel Split.** If this sale involves a tax parcel split, the extent to which any Taxes are attributed to any new parcel resulting from a split shall be based on a parcel split calculation provided by the appropriate property tax official or, if such calculation is not available, it shall be based on a proportionate allocation based on 100% of the amounts last billed for a calendar year using gross acres as shown by the county assessor's office, regardless of any improvements. If any taxes or assessments are billed after closing in a manner that does not reflect the parcel split, Buyer shall cooperate with the other owner(s) of land from the same parent parcel to facilitate the timely payment of such taxes and/or assessments (to be apportioned in the same manner as the tax credit received at closing unless otherwise agreed by all interested parties). **ANY ESTIMATED TAX CREDIT SHALL NOT BE SUBJECT TO ADJUSTMENT AFTER CLOSING EVEN THOUGH SUCH CREDIT MAY BE MORE OR LESS THAN THE ACTUAL AMOUNT DUE ONCE THE TAX RATES, ASSESSMENTS AND/OR PARCEL SPLITS ARE FINALIZED. AFTER CLOSING, SELLER, AUCTION COMPANY, AND CLOSING AGENT SHALL HAVE NO RESPONSIBILITY FOR ANY REAL ESTATE TAXES OR ASSESSMENTS. ALL TERMS REGARDING THE ALLOCATION AND PAYMENT OF REAL ESTATE TAXES AND ASSESSMENTS SHALL SURVIVE CLOSING.**

21. **Risk of Loss.** Buyer acknowledges that the Property does not include any improvements unless this purchase includes Tract 18 and/or Tract 23. If this purchase includes Tract 18 and/or Tract 23, Buyer acknowledges and agrees that: (a) the improvements have no significant value; (b) Buyer shall complete this purchase and acquire the Property regardless of the condition of the improvements at the time of Closing and regardless of any damage to the improvements prior to Closing; and (c) Seller shall have no obligation with respect to any such damage and/or condition of said improvements.

22. **Character, Condition and Suitability of Property; AS IS; No Warranties.**

(a) Buyer's obligations under this Agreement are not contingent upon the results of any post-Auction inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to the Auction. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Property and any tangible personal property without having done so. In either case, Buyer assumes all risks and agrees to acquire the Property and any tangible personal property "AS IS". Buyer acknowledges that Seller has not agreed to perform any work on or about the Property and any tangible personal property, before or after Closing, as a condition of this Agreement. Seller shall have no obligation 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 and any tangible personal property. **THE PROPERTY AND ANY TANGIBLE PERSONAL PROPERTY IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**

(b) Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) acreages; (ii) environmental matters; (iii) zoning matters; (iv) the availability, existence, location or capacity of any utilities; (v) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway permit for a private drive or field entrance or lot/plat line adjustments or parcel split); (vi) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (vii) the accuracy of any third party reports or materials provided in connection with this Agreement, the Auction and/or the marketing of the Property.

23. **60 Okl. St. §121, et seq. (as amended eff. November 1, 2023).** Buyer represents, covenants, and warrants: (a) that Buyer is qualified to acquire title to land in the State of Oklahoma in accordance with state and federal law, including 60 Okl. St. §121, et seq., as amended effective November 1, 2023, **prohibiting certain land acquisitions by aliens either directly or indirectly through a business entity or trust**; (b) that Buyer is qualified to (and will at Closing) properly execute an affidavit, to be included as an exhibit to the deed, attesting that Buyer is obtaining the Property in compliance with the requirements of 60 Okl. St. §121 and that no funding source is being used in the sale or transfer in violation of 60 Okl. St. §121 or any other state or federal law; and (c) that Buyer is able to (and, subject to the conditions of Section 15 above, that Buyer will at Closing) properly acquire the Property in accordance with the requirements of 60 Okl. St. §121, et seq. Any nonperformance or breach of (and/or Buyer's inability to perform or comply with) a promise or warranty under this Section shall constitute a "Buyer Default" for purposes of Section 24 below.

24. **Remedies; Buyer Default.** The term "**Buyer Default**" refers to nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement, including nonpayment (or ineffective or defective payment) of the Earnest Money in accordance with the provisions of 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, the amount of Seller's damages would be uncertain and difficult to ascertain and that 10% of the Purchase Price is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees), including but not limited to Seller's estimated losses due to: (i) out-of-pocket expenses incurred in connection with the Auction and/or anticipated expenses of resale; (ii) market changes after the Auction; (iii) losses, expenses, lost profits, lost opportunities and/or other consequential damages during Seller's unintended prolonged ownership and operation of the Property; and/or (iv) diminution in value and/or marketability relating to noncompletion of a sale at public auction.

(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 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 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.

25. **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 Conveyance Requirements, such inability shall constitute a failure of a condition under Section 5 above, 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; and (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 Buyer shall have no rights or claims under the Agreement and/or in law or equity.

26. **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.**

27. **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.

28. **Notices.** Any notice given under this Agreement shall be in writing and in a form which clearly shows an intention to give notice under this Agreement. A notice given to a party under this Agreement shall be sent via email to the email address(es) provided with that party's notification address (as provided below); *provided, however*, if an email address is not provided with the party's notification address in this Agreement, such notice shall be sent via any commonly-used overnight delivery service (such as overnight delivery via USPS, FedEx or UPS) that includes proof of delivery. A copy of any notice sent by either party (other than a notice sent by the Auction Company as the agent of Seller) shall be sent to the Auction Company via email to [Brent@schraderauction.com](mailto:Brent@schraderauction.com). A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). A party who fails to provide a proper email address with the party's notification address in this Agreement assumes the risk of receiving a notice after it has become effective. 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 Mark Moehle, via email to: [mmoehle@bokf.com](mailto:mmoehle@bokf.com); and  
C/o John LeForce, via email to: [jleforce@bokf.com](mailto:jleforce@bokf.com); and  
C/o T. Scott Spradling, via email to: [sspradling@HartzogLaw.com](mailto:sspradling@HartzogLaw.com)

*If to Buyer:* The Buyer's email address(es) (if any) or regular mail address provided on the Signature Page.

29. **Agency; Sales Fee.** Auction Company and its affiliated agents are acting on behalf of, and exclusively as agents for, the Seller only. Buyer acknowledges receipt of the Oklahoma Real Estate Commission form of "Disclosure to Buyer of Brokerage Duties, Responsibilities and Services", which is hereby incorporated as part of the terms of this Agreement and shall be signed by the Buyer and attached to this Agreement pursuant to 59 Okl. St. § 858-356. 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.

30. **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 represent 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.

31. **Successors and Assigns.** The provisions of this Agreement shall bind and benefit the parties hereto and their respective successors and assigns; provided, however, 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.

32. **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. This Agreement to Purchase and all exhibit(s) and/or addendum(s) incorporated herein shall be read and construed together as a harmonious whole. However, if any provision of Addendum B (Seller's Addendum) is incompatible with any other provision of this Agreement, the provisions of Addendum B shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® or dotloop® shall have the same effect as the delivery of an original signature.

33. **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 the Signature Page, 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 5:00 o'clock p.m. (Central) on **Friday, April 25, 2025**. Delivery of the Signature Page with Seller's signature(s) (including delivery via electronic transmission as described above) 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) \_\_\_\_\_, containing \_\_\_\_\_ (±) acres of land, more or less, as identified and approximately depicted by reference to the same tract number(s) in **Exhibit A**, being one or more of the tracts located in Oklahoma and Canadian Counties 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 Earnest Money to "American Abstract Company of McClain County, Inc.")

**SIGNATURE OF BUYER:** This Agreement is executed and delivered on April 22, 2025 by or on behalf of the party(ies) identified below as Buyer(s), being the "Buyer" for purposes of this Agreement:

**Printed Name(s) of Buyer(s)** (Print the full legal name of any Buyer-Entity, the type of entity and the State of incorporation / organization.) \_\_\_\_\_

**Signature(s)** of Buyer(s) or agent signing on behalf of Buyer(s) \_\_\_\_\_

*If signing as an agent:*

Printed name of signor/agent: \_\_\_\_\_

Signing capacity: ☐ authorized officer of corp. ☐ authorized member/manager of LLC ☐ Power of Attorney

☐ other (specify): \_\_\_\_\_

(Buyer's Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

(Buyer's Telephone Number) \_\_\_\_\_

(Buyer's Email Address) \_\_\_\_\_

(Buyer's Lender, if any) \_\_\_\_\_

Instructions for use of **POWER OF ATTORNEY**, if applicable:

If any person is signing above as an agent for the Buyer (principal) pursuant to a Power of Attorney (POA) authorizing such agent to sign on behalf of the Buyer (principal): (1) The POA must contain a provision that the principal agrees to and shall be bound by all the terms and conditions of the purchase documents. If the POA fails to contain such a provision, the POA will be subject to review by Seller and the purchase documents may be rejected by Seller. (2) The principal shall be identified by name as the "Buyer", above. (3) The person signing above shall be identified by name as "agent" for the named Buyer (principal). (4) A copy of the POA shall be provided to Seller when the purchase documents are presented to Seller for acceptance.

**ACCEPTED BY SELLER** on the date(s) indicated below:

Signing in its dual capacity as (1) Trustee of the Margaret T. Flynn Testamentary Trust and (2) Co-Trustee of the Adelaide Wilson Hornberger Revocable Trust dated August 15, 1990:

BOKE, N.A., by:

\_\_\_\_\_  
(Mark Moehle, Sr. Vice President and Trust Officer)

Date: \_\_\_\_\_

Signing as Co-Trustee of the Adelaide Wilson Hornberger Revocable Trust dated August 15, 1990:

\_\_\_\_\_  
(Adelaide Wilson Hornberger) (Date)

Signing as Trustee of the Courtney M. McWalter Trust Established June 15, 2006:

\_\_\_\_\_  
(Courtney M. McWalter) (Date)

**EARNEST MONEY RECEIPT:** Escrow Agent acknowledges receipt, on the date written below, of the Earnest Money in the amount written above, to be held in escrow pursuant to the terms of the foregoing Agreement.

American Abstract Company of McClain County, Inc., by:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_



# EXHIBIT A

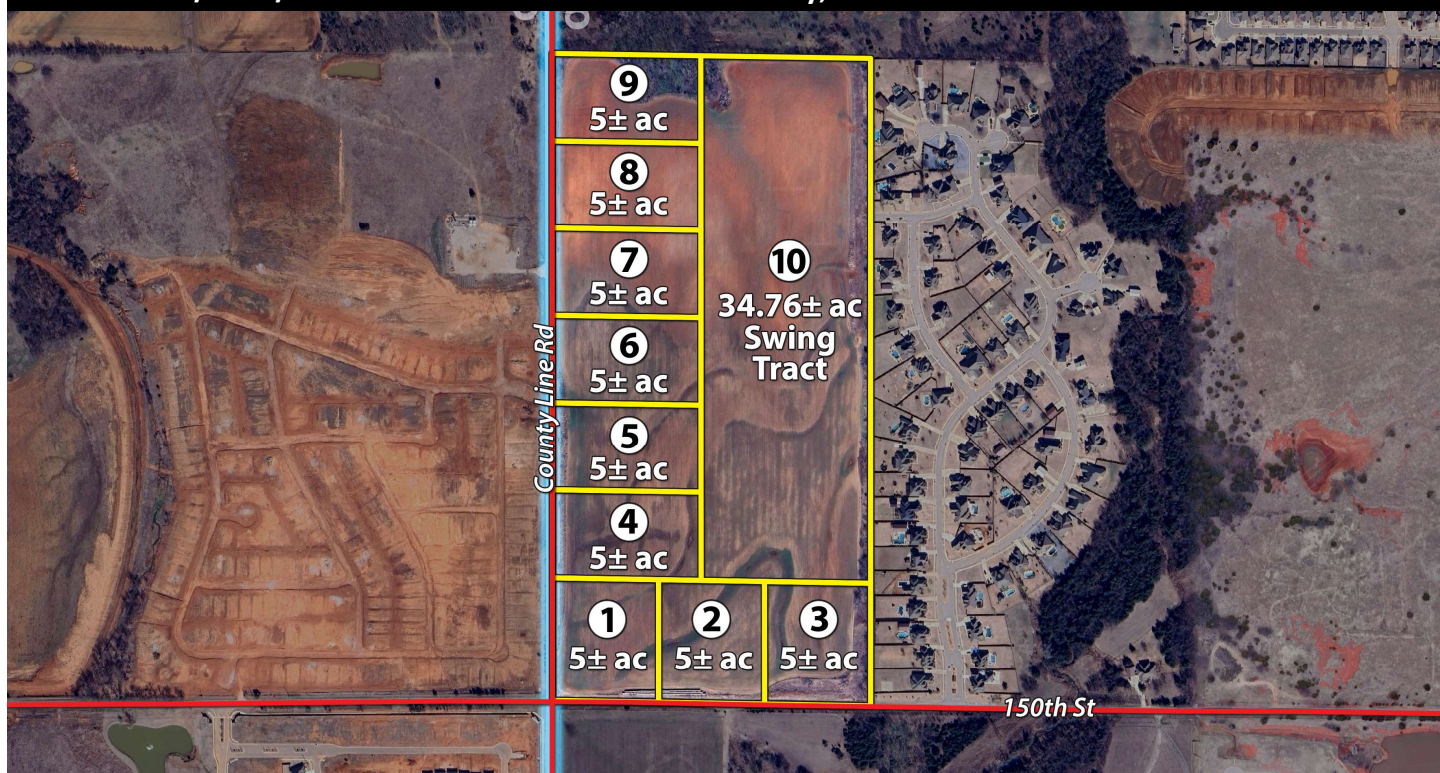
Buyer(s): \_\_\_\_\_

Sellers: \_\_\_\_\_

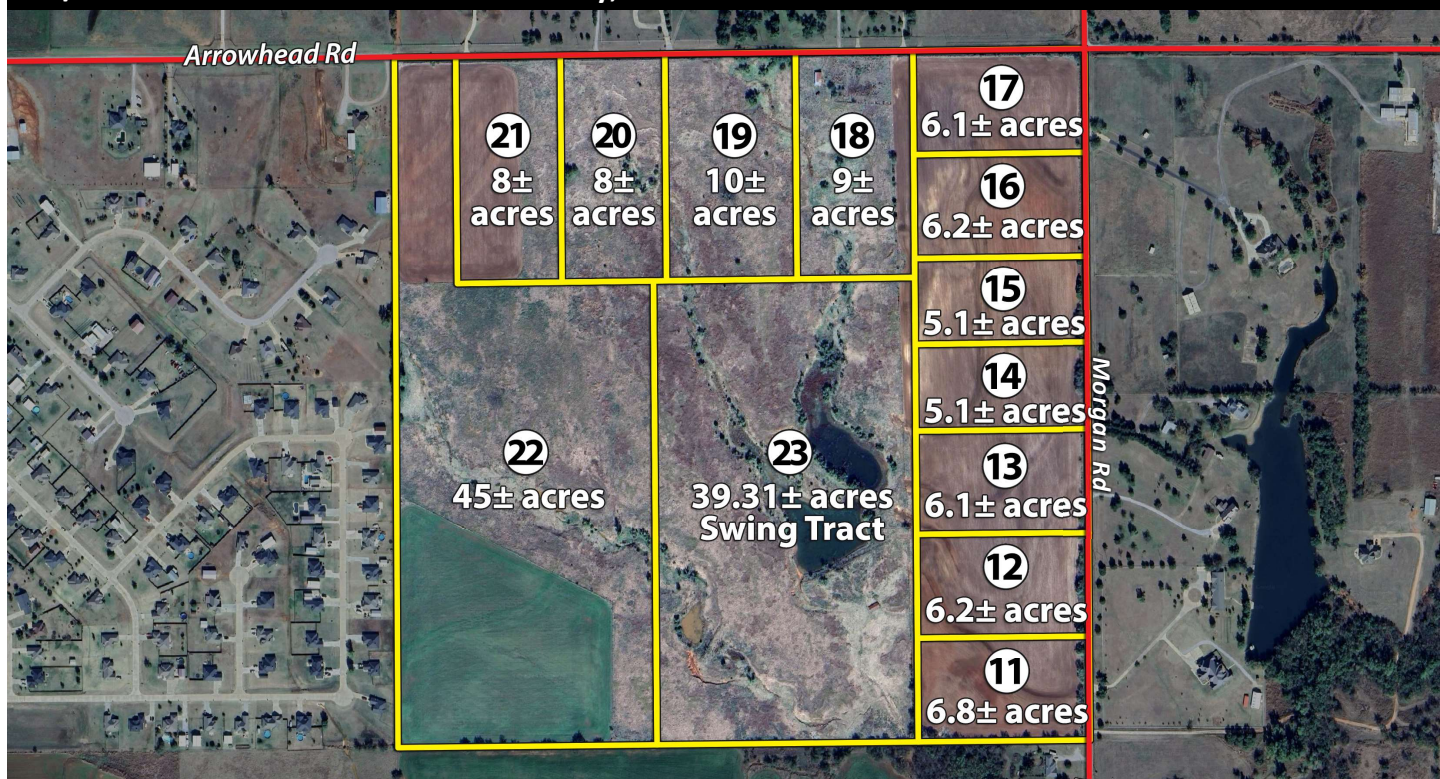
## Revised Auction Tract Maps

Auction Date: 4/22/2025

Lots 6 & 7 W/2 SW/4 Sec. 6-T13N-R4W in Oklahoma County, State of Oklahoma



NE/4 Sec. 26-T14N-R5W in Canadian County, State of Oklahoma



Boundary lines and acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.



Buyer(s): \_\_\_\_\_

Sellers: \_\_\_\_\_

## **ADDENDUM A**

### **SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.**

Auction Marketing Specialists Nationwide

**Date:** April 22, 2025

**Owners:** The respective trustees of (1) the Margaret T. Flynn Testamentary Trust;  
(2) the Adelaide Wilson Hornberger Revocable Trust dated August 15, 1990;  
and (3) the Courtney M. McWalter Trust Established June 15, 2006

**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. Revised auction tract maps are included in your Bidder's Packet as **Exhibit A**. The advertised acre estimates have been updated, as shown in Exhibit A and as further described in paragraph 22 below.
3. You may bid on any tract or combination of tracts or the entire property, except that Tracts 10 and 23 are "swing tracts". Tract 10 may be purchased only by a current adjoining landowner or as part of a tract combination providing road frontage. As an update to the marketing materials, Tract 23 may be purchased only as part of a tract combination that includes one or more of Tracts 11 - 15, 18, 19 and/or 22.
4. Bidding will remain open on individual tracts and combinations until the close of the auction. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
5. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
6. The final bids are subject to the Sellers' acceptance or rejection. Sellers' acceptance may be delivered at any time on or before 5:00 p.m. CDT Friday, April 25, 2025.

#### **PART B - TERMS OF SALE OUTLINED:**

7. A Buyer's Premium equal to 4% of the high bid amount will be charged to each Buyer and added to the bid amount to arrive at the purchase price.

8. 10% of the purchase price is due as an earnest money deposit at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the earnest money. The balance of the purchase price is due in cash at closing.
9. The closing will be scheduled in accordance with Section 16 of the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before June 6, 2025.
10. Delivery of title and possession shall be effective upon completion of the closing.
11. The conveyance of the Property to Buyer will exclude all Minerals, as defined in Section 2 of the Agreement to Purchase.
12. Closing costs and expenses will be allocated and paid in accordance with Sections 17 and 18 of the Agreement to Purchase.
13. Real estate taxes will be prorated to the date of closing in accordance with Sections 19 and 20 of the Agreement to Purchase and Section 13 of Addendum B. Buyer will pay any special assessments that are last payable without a penalty after the date of closing.
14. Prior to closing, Buyer will have the right to receive a Final Title Commitment at Sellers' expense in accordance with Section 9 of the Agreement to Purchase. If Buyer elects to purchase title insurance, the cost of issuing any title insurance policy will be charged to Buyer.
15. Preliminary title insurance schedules have been prepared by American Abstract Company of McClain County and posted to the auction website, along with copies of the recorded documents listed as exceptions. Printed copies are available to review in the auction display area.
16. Buyer agrees to accept title and acquire the property subject to all easements and other Permitted Exceptions as defined in Section 11 of the Agreement to Purchase.
17. Pre-Auction Surveys have been prepared by Universal Surveying & Mapping in which: (a) the perimeter boundary of Tracts 1 - 10 (combined) is shown to contain 79.76 total acres ( $\pm$ ); and (b) the perimeter boundary of Tracts 11 - 23 (combined) is shown to contain 160.91 total acres ( $\pm$ ).
18. A "Permanent Easement" was recorded on April 11, 2025 pursuant to which an additional 17 feet of roadway easement has been granted by Sellers to the City of Piedmont in Canadian County along the south side of Arrowhead Road and the west side of Morgan Road.
19. The Pre-Auction Surveys (and the easement document described in the foregoing paragraph) have been posted to the auction website and printed copies are available to review in the auction display area. Buyer accepts all matters affecting the purchased tract(s) including but not limited to town/city ordinances and regulations

and those shown, identified, and/or referenced in the Pre-Auction Surveys, and Buyer agrees to acquire the purchased tract(s) at closing subject to and notwithstanding all such matters.

20. A Post-Auction Survey shall be obtained if and only if obtained in accordance with Section 7 of the Agreement to Purchase. The cost of any such Post-Auction Survey shall be shared equally (50:50) by Sellers and Buyer. (Buyer will not be charged for any part of the costs of the Pre-Auction Surveys.)
21. If a Post-Auction Survey is obtained for any closing in accordance with Section 7 of the Agreement to Purchase, the purchase price shall be adjusted proportionately to reflect any difference between the acre estimate(s) shown in Exhibit A and the gross acres shown in the survey **(but only if the difference exceeds one acre)**.
22. As shown in Exhibit A, the acre estimates have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)	Tract 10:	Tracts 1 - 10:
Advertised / Brochure (±)	32	77
<b>Revised / Exhibit A (±)</b>	<b>34.76</b>	<b>79.76</b>

ACRE ESTIMATES (±)	Tr. 11:	Tr. 12:	Tr. 13:	Tr. 14:	Tr. 15:	Tr. 16:	Tr. 17:	Tr. 23:	Tr. 11 - 23:
Advertised / Brochure (±)	6	6	6	5	5	6	6	40	160
<b>Revised / Exhibit A (±)</b>	<b>6.8</b>	<b>6.2</b>	<b>6.1</b>	<b>5.1</b>	<b>5.1</b>	<b>6.2</b>	<b>6.1</b>	<b>39.31</b>	<b>160.91</b>

23. The acre estimates shown in Exhibit A are based on the total acres shown in the Pre-Auction Surveys and an approximate, provisional allocation of the total between the potential new tracts. No warranty or authoritative representation is made as to the number of acres included with any tract or set of tracts.
24. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
25. If a dispute arises prior to closing as to the location of any boundary, the Auction Company may (but need not) terminate the purchase contract by giving written notice of termination to Buyer, but only with the consent of Sellers. Upon such termination, the earnest money will be returned to Buyer and the property may be re-sold free of any claim of Buyer. In lieu of consenting to such termination, Sellers may elect instead to enforce the purchase contract according to Section 24 of the Agreement to Purchase.
26. Unless they are all purchased together, Tracts 1 – 9 shall be subject to a new utility easement within a 30-foot-wide easement corridor running east of and next to the public road right-of-way for County Line Road and north of and next to the public road right-of-way for 150th Street, from the east line of Tract 3 to the north line of Tract 9.

Likewise, Tracts 11 – 22 (unless they are all purchased together) shall be subject to a new utility easement within a 30-foot-wide easement corridor running west and south of (and next to) the 17-foot-wide roadway easement described in paragraph 18 above (along the west side of Morgan Road and the south side of Arrowhead Road), from the south line of Tract 11 to the west line of Tract 22.

If and where applicable, the new easement corridor(s) shall be depicted and described in the Post-Auction Surveys, and the easement(s) shall be created in accordance with Section 14 of the Agreement to Purchase. Any new utility easement is to help facilitate any potential extension and/or installation of utilities which might be available to these tracts. However, no promise, representation or warranties are made by Sellers as to the availability of any particular utilities or the suitability of the easement for any particular utilities.

27. An Information Booklet (as updated from time to time throughout the marketing period) has been posted to the auction website and printed copies are available to review in the auction display area. The Information Booklet includes information obtained or derived from third-party sources, including the Pre-Auction Surveys, Surety® maps (including soil, topography, and flood maps), property tax information for the 2024 tax year and other tax parcel data, and the preliminary title insurance schedules. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation, due diligence and verification. Although believed to be from reliable sources, Sellers and Auction Company disclaim any warranty or liability for the information provided.
28. Your bids are to be based solely upon your inspection and due diligence. All property is sold "AS IS" without any warranty. Without limiting any other provisions, the terms of sale include important disclaimers set forth in Section 22 of the Agreement to Purchase, and in Addendum B, Sections 3 - 5.
29. Without limiting any other provisions, the Buyer(s) of Tracts 18 and 23 agree to acquire those tracts regardless of the condition of the existing shed structures ("Tangible Personal Property") on those tracts in their "AS IS" "WHERE IS" condition and acknowledge by bidding on those tracts that Sellers are making no warranties or representations, express or implied, regarding the Tangible Personal Property, or its condition or of the merchantability or fitness of the Tangible Personal Property for a particular purpose.
30. 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, Exhibit A, this Addendum A, and Addendum B (Seller's Addendum). The terms of these documents are non-negotiable.
31. Each Buyer agrees to the provisions of Section 23 of the Agreement to Purchase and represents, covenants and warrants that Buyer by signing the Agreement to Purchase: (a) is qualified to acquire the property in accordance with the Oklahoma statute regarding alien ownership of land; and (b) will execute an affidavit in compliance with the statute, to be included as an exhibit to the deed.

32. If any person intends to bid or sign as an agent for the bidder/principal pursuant to a power of attorney ("POA"), the following provisions apply: (a) the POA authorizing such person to bid as an agent on behalf of such bidder/principal must be presented to Auction Company 24 hours prior to the auction and must contain a provision that the principal agrees to and shall be bound by all the terms and conditions of the purchase documents; (b) if the POA fails to contain such a provision, the POA will be subject to review by Seller and the purchase documents may not be accepted by Seller; (c) the principal and agent must be identified in accordance with the POA provisions set forth on the Signature Page of the Agreement to Purchase; and (d) a copy of the POA shall be provided to Seller when the purchase documents are presented to Seller for acceptance.
33. 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 Sellers.
34. Schrader Real Estate and Auction Company, Inc. and its affiliated agents are exclusively the agents of the Sellers. Each Bidder's Packet includes the Oklahoma form of "Disclosure to Buyer of Brokerage Duties, Responsibilities and Services" which shall be signed by the Buyer and attached to the Agreement to Purchase.

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

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER  
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.

## **ADDENDUM B**

### **SELLERS' ADDENDUM**

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 BOKF, N.A. f/k/a Bank of Oklahoma, N.A., as Trustee of the Margaret T. Flynn Testamentary Trust, Adelaide Wilson Hornberger and BOKF, N.A., as Co-Trustees of the Adelaide Wilson Hornberger Trust dated August 15, 1990 and Courtney M. McWalter, as Trustee of the Courtney M. McWalter Trust dated June 15, 2006 (collectively, "Sellers"), pursuant to which Buyer has agreed to purchase from Seller the surface rights with respect to certain real estate in Canadian and/or Oklahoma Counties, Oklahoma, excluding all Minerals, being one or more of the tracts put up for bids at Auction conducted on behalf of Seller on April 22, 2025, as designated in the Agreement to Purchase (the "Property"), all in accordance with and subject to the terms and conditions of the Agreement to Purchase and all addenda thereto, including this Addendum (collectively, the "Agreement"). The terms of the Agreement (other than this Addendum) are hereby supplemented, amended and modified in accordance with this Addendum, as follows:

1. Sellers are acting as a fiduciary in the course of the administration of a guardianship, conservatorship, trust, or decedent's estate. The Agreement is executed by Sellers, and each of them strictly in their fiduciary capacity, and no Seller shall have any liability whatsoever in its separate corporate &/or individual capacity on any agreement contained in the Agreement.
2. Sellers specifically except and reserve all minerals, including without limitation, oil, gas, coal, coalbed methane, all other hydrocarbons, lignite, all metallic minerals, and all other minerals of every kind and nature on, in and under that are associated with and/or may be produced from the Property and all rights appurtenant thereto, and the term "Property" shall not include any mineral rights.
3. Buyer acknowledges that Buyer is purchasing the Property and any tangible personal property in their present condition, "AS IS, WHERE IS", subject to any current leases, conservation agreements, zoning, restriction limitations, ingress and egress limitations, undivided interest in the Property, availability, existence or location of utilities, flooding, environmental conditions and/or latent, patent, known or unknown defects, if any. Buyer acknowledges that the risks assumed by the Buyer were taken into account by Buyer in determining the purchase price Buyer was willing to pay for the Property.
4. Sellers state that no Seller has ever occupied the Property and Sellers make no warranties, covenants or disclosures concerning the condition of the Property and any tangible personal property. Buyer acknowledges that Sellers and Sellers' agents are making no representation or warranty, either express or implied, concerning the past or present condition of the Property or any improvements, tangible personal property, components, fixtures, equipment or appliances in or on the Property.
5. The Buyer represents to Seller that Buyer was urged to carefully inspect the Property and any improvements, tangible personal property, components, environmental conditions, ingress or

BUYER'S INITIALS: \_\_\_\_\_

SELLER'S INITIALS: \_\_\_\_\_

egress limitations, utilities, fixtures, equipment or appliances in or on the Property and, if desired, to have the Property inspected by an expert. Buyer acknowledges that Buyer was responsible for conducting Buyer's own independent inspections, investigations, inquiries, and due diligence concerning the Property and any tangible personal property. 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 attorneys' fees and costs, arising from or relating to any and all inspections, studies, investigations or entries upon the Property by Buyer or Buyer's agents or representatives and all other claims pertaining to or in any way relating to the Agreement. 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 Sellers' Title defects cannot be corrected for less than \$5,000.00. Likewise, Buyer may not seek specific performance in the event that Sellers' Title defects cannot be corrected for less than \$5,000.00.
8. Notwithstanding any other provision of the Agreement, each Seller shall be obligated only to convey a merchantable title by PERSONAL REPRESENTATIVE and/or EXECUTOR'S DEED without warranty or a TRUSTEES' SPECIAL WARRANTY DEED limited to (a) the time each Seller was in title and (b) the lesser of the net proceeds received by such Seller for the Property or the assets in each Trust at the time the claim is conclusively determined, (and such affidavits, agreements and evidence of authority as reasonably required by the Title Company that are not in conflict with the terms of the Agreement or this Addendum), as applicable, conveying to Buyer all of Sellers' respective right, title and interest in the Property so as to enable Buyer to acquire the fee simple title in and to the Property, subject to, without limitation, all apparent and visible uses and Easements, all Permitted Exceptions, all matters of record affecting title to the Property, any outstanding oil, gas, or other mineral deeds, leases or agreements, all matters which a current survey of the Property would indicate, any and all encumbrances against the Property, and the rights of tenants, if any, on the Property.
9. This Agreement may be subject to the approval of the Court and/or the Internal Trust Committee of a Seller. In the event the Court and/or the Internal Trust Committee does not approve this Agreement within ten (10) business days and such, Seller may cancel and terminate this contract by notice in writing to Buyer.
10. 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.
11. 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

BUYER'S INITIALS: \_\_\_\_\_

SELLER'S INITIALS: \_\_\_\_\_



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.

12. If closing services are to be paid by Sellers, Sellers reserve 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. Sellers reserve the right to conduct their portion of the closing via overnight mail and electronic transfer of funds.
13. Real estate taxes shall be prorated to the closing date based on the last available tax bill. All prorations are final.
14. 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 agreement with broker and shall be paid by the closing agent as directed by Seller.
15. Buyer may not seek specific performance or any other legal or equitable remedies against Seller.
16. Sellers' insurance and all utility services, if any, related to the Property are to be canceled upon closing of sale.
17. If the sale of the Property involves any tangible personal property, including but not limited to improvements, Sellers make no warranty or representation, express or implied, as to the merchantability or fitness of said tangible personal property for a particular purpose. Buyer hereby accepts said tangible personal property in its "AS IS" "WHERE IS" condition, and Sellers specifically disclaim any warranties, express or implied, as to said tangible personal property. Buyer acknowledges that Sellers shall have no obligation or responsibility whatsoever as it relates to the tangible personal property.
18. 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 \_\_\_\_\_ day of April, 2025 and by Seller on the date indicated below.

**BUYER:**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

SELLERS:

BOKF, N.A., as Trustee of the  
Margaret T. Flynn Testamentary  
Trust

BOKF, NA, as Co-Trustee of the  
Adelaide Wilson Hornberger  
Revocable Trust dated August  
15, 1990

By: \_\_\_\_\_  
Mark Moehle, Senior Vice      Date  
President and Trust Officer

By: \_\_\_\_\_  
Mark Moehle, Senior Vice      Date  
President and Trust Officer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone      Email Address

\_\_\_\_\_  
Telephone      Email Address

Adelaide Wilson Hornberger, as  
Co-Trustee of the Adelaide  
Wilson Hornberger Revocable Trust  
Dated August 15, 1990.

Courtney M. McWalter, as Trustee  
of the Courtney M. McWalter  
Trust Established June 15, 2006.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone      Email Address

\_\_\_\_\_  
Telephone      Email Address

**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**DISCLOSURE TO BUYER OF BROKERAGE DUTIES,  
RESPONSIBILITIES AND SERVICES**

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

☐ Buyer Brokerage Agreement ☒ Contract of Sale of Real Estate ☐ 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.
- j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
- k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

**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\_25\_.

Buyer's Printed Name \_\_\_\_\_ Buyer's Signature \_\_\_\_\_

Buyer's Printed Name \_\_\_\_\_ Buyer's Signature \_\_\_\_\_