

AGREEMENT TO PURCHASE

This 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 March 8, 2022 (“**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of Bryan Ingram and Bonnie Lou Ingram, Trustees of the Ingram Family Trust dated April 8, 1999, and Linda J. Walton, Trustee of the Walton Family Trust dated January 5, 2000 (collectively, “**Seller**”), with respect to the Property (as defined below).

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 auction tract map 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.

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement; Property.** Subject to the provisions 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 surface rights with respect to approximately 160(±) acres of land comprising the NE 1/4 of Section 3-T27N-R25W in Harper County, Oklahoma, as described and approximately depicted in Exhibit A (the “**Property**”); *provided, however*, notwithstanding the foregoing definition, the “**Property**” to be acquired by Buyer pursuant to this Agreement does not include any item or property interest that is excluded (or specified as not being included) according to the express terms of this Agreement.

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 Property plus a Buyer’s Premium equal to four percent (4.0%) of the 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 company or firm administering the Closing pursuant to Section 13 below (“**Closing 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 Closing 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 Seller is able to convey fee simple title to the Property, free and clear of any material encumbrance that does not constitute a Permitted Exception; (b) that Seller is able to deliver possession of the Property in accordance with the terms of this Agreement (subject to the Permitted Exceptions); (c) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement confirming that, upon satisfaction of the requirements set forth therein, except if any of said requirements are inconsistent with the provisions of this Agreement, the title insurance company will issue a standard coverage 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 any material encumbrance that does not constitute a Permitted Exception; and (d) that the Closing Agent has confirmed that all requirements for issuing such owner’s title insurance policy have been or will be satisfied; *provided, however*, Buyer is responsible for satisfying (and Buyer’s obligations are not contingent upon the satisfaction of) any Buyer-Related Requirement as defined below. 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 said 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 13 below. 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. **Survey.** A new post-Auction survey of all or any part(s) of the Property shall be obtained prior to Closing *if and only if*: (a) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (b) 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 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. Any survey of adjacent tracts purchased in combination will show the perimeter boundaries of the surveyed land but shall not show interior tract boundaries. The cost of any post-Auction survey(s) obtained in accordance with the provisions of this Agreement ("**Post-Auction Survey**") shall be shared equally (50:50) by Seller and Buyer.

7. **Preliminary Title Evidence.** The "**Preliminary Title Evidence**" collectively refers to the preliminary title insurance schedules dated February 14, 2022 prepared by American Abstract Company of McClain County, Inc. and identified by reference to File No. 20220185, together with copies of the recorded document(s) listed as exceptions therein. Buyer acknowledges that the Preliminary Title Evidence has been made available for review by prospective bidders 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 (except Liens, if any). "**Liens**" refers to any mortgage, deed of trust, collateral assignment of rents, judgment lien and/or other monetary obligation attaching as a lien against the Property other than a lien for Taxes not yet due and payable.

8. **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, furnished by Seller at Seller's expense, and dated after the Auction, for the issuance of an ALTA standard coverage 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 any material encumbrance that does not constitute a Permitted Exception ("**Final Title Commitment**"). Buyer agrees to accept the Final Title Commitment notwithstanding: (a) standard exceptions, conditions and requirements; (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; and/or (d) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception.

9. **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, any title insurance endorsement or any 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.

10. **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**"; collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements (and any utility easements serving the Property, whether or not visible or apparent); (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) 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 occupancy or occupancy line; (e) any lien for Taxes not yet due and payable; (f) local ordinances, zoning laws and regulations or orders of municipal and/or other governmental authorities; (g) private building and use restrictions of record; (h) set back and building lines; (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) the provisions of this Agreement and any matter disclosed in this Agreement (including Addendum A); (l) all environmental issues; (m) any easement, covenant, condition, restriction and/or other matter appearing of record and affecting the Property (except Liens, if any); and (n) all easements, conditions, restrictions, reservations and/or other matters affecting the Property (except Liens, if any) appearing of record and disclosed, identified or listed as exceptions in the Preliminary Title Evidence.

11. **Delivery of Title and Possession.** Seller shall furnish at Seller's expense, and shall execute and deliver at Closing, a deed conveying the Property to Buyer, subject to the Permitted Exceptions and excluding all Minerals. The Property shall be conveyed by Trustee's Special Warranty Deed limited to the time Seller was in title and limited to the lesser of the net proceeds received by Seller for the Property or the assets in the trust at the time the claim is conclusively determined. Delivery of possession of the Property to Buyer shall be effective as of the completion of the Closing.

12. **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 or upon 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 (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

13. **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 April 22, 2022, 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 April 22, 2022 then, subject only to the satisfaction of the conditions described in Section 12 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.

14. **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 Closing Agent to administer a cash closing; (c) 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) any 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.

15. **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 paid at Closing in connection with a loan obtained by Buyer, including any loan commitment fees, document preparation fees, recording fees, mortgage tax and/or lender's title examination fees; (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 Post-Auction Survey, if applicable; (d) the cost of issuing any title insurance policy, including title insurance premiums and the cost of any extended or special coverage, lender's coverage and/or title insurance endorsements; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is 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.

16. **Taxes.** General property taxes and any special assessments that have been or will be assessed against the Property (collectively, "**Taxes**") shall be prorated on a calendar year basis. Taxes for the calendar year in which the Closing occurs (and Taxes for the calendar year prior thereto if not ascertainable and payable at the time of Closing) shall be estimated for each such year based on the amount last billed for a calendar year ("**Estimated Taxes**"). Seller shall pay the Taxes and/or Estimated Taxes attributed to the period up to and including the day of Closing. Buyer shall pay all Taxes attributed to the period after Closing to the extent attributed to the Property. Any sums due at the time of Closing for unpaid Taxes shall be withheld from Seller's proceeds at Closing and paid directly to the appropriate tax collection office. Seller's share of the Estimated Taxes shall be paid via credit against the sums due from Buyer at Closing. Buyer shall then pay all Taxes when due after Closing and any shortage or surplus with respect to the estimated amount credited at Closing shall be paid or retained by Buyer with no further settlement or adjustment after Closing.

17. **Risk of Loss.** The Property 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 prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired (at Seller's election) prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

18. **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 without having done so. In either case, Buyer assumes all risks and agrees to acquire the Property "AS IS". 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. 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. **THE PROPERTY IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND AS ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**

(b) Without limiting the foregoing provisions, Buyer acknowledges and agrees that no promise, warranty or representation is or will be made as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) the availability or location of any utilities; (v) the availability of any building permit, zoning permit, highway permit (for a private drive or field entrance) or other permit; (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.

19. **Remedies; Buyer Default.** The term "**Buyer Default**" refers to nonpayment (or ineffective or defective payment) of the Earnest Money in accordance with the provisions of this Agreement 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, 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) any 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.

20. **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.

21. **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.**

22. **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.

23. **Notices.** A notice given to a party under this Agreement shall be in writing and sent to the party's notification address (as provided below) via any overnight delivery service provided by USPS, FedEx or UPS that includes proof of delivery and a legible PDF copy of the notice shall be sent to any email address(es) provided with the party's notification address in this Agreement; *provided, however*, a Closing date notice sent by or on behalf of Seller pursuant to Section 13 above may be sent either: (a) in accordance with the foregoing provisions; or (b) solely by email (with or without a separate writing or attachment). ***A copy of any notice shall be sent to the Auction Company via email to: 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). 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: Mark W. Moehle, 499 W. Sheridan, Suite 2500, Oklahoma City, OK 73102
With PDF copies via email to: mmoehle@bokf.com

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

24. **Agency; Sales Fee.** Auction Company and its respective agents and representatives are acting solely on behalf of and exclusively as agents for the Seller. *Buyer and Seller acknowledge receipt of the Oklahoma Real Estate Commission form of "Disclosure to Seller or 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 parties 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.

25. **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.

26. **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.

27. **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 exhibits 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.

28. **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 automatically deemed as 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 Standard Time) on Friday, March 11, 2022. 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, Buyer agrees to purchase from Seller and Seller (upon execution and delivery of Seller's acceptance) agrees to sell to Buyer the Property (as defined in Section 1 above), being the surface rights with respect to approximately 160(±) acres of land comprising the NE 1/4 of Section 3-T27N-R25W in Harper County, Oklahoma, as described and approximately depicted in Exhibit A, for the Purchase Price written below and otherwise in accordance with and subject to the terms and conditions of this Agreement.

Bid Amount: \$ _____

4% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____

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

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

The following instructions apply if any person is signing below 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 not be accepted by Seller.
2. The principal shall be identified by name as the "Buyer", below.
3. The person signing below 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.

SIGNATURE OF BUYER: This Agreement is executed and delivered by or on behalf of the party(ies) identified below as Buyer(s), being the "Buyer" for purposes of this Agreement, on this 8th day of March, 2022:

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) _____

ACCEPTED BY SELLER on the date(s) indicated:

Signing as Trustees of the Ingram Family Trust dtd 4/8/1999:

Signing as Trustee of the Walton Family Trust dtd 1/5/2000:

(Bryan Ingram, Trustee) (date)_____
(Linda J. Walton, Trustee) (date)_____
(Bonnie Lou Ingram, Trustee) (date)

RECEIPT: On March _____, 2022, Escrow Agent received 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: _____

EXHIBIT A

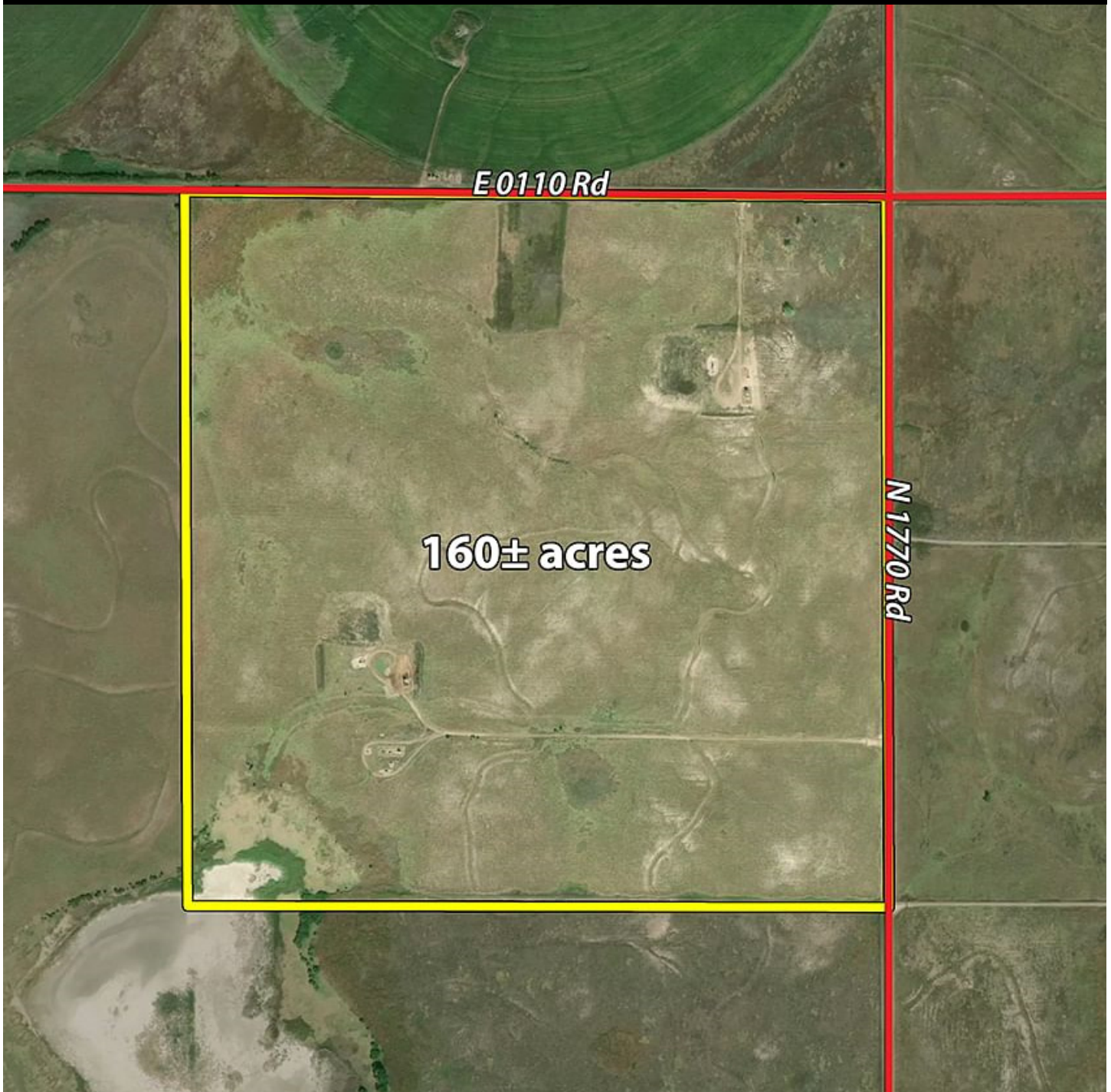
Auction Tract Map

Buyer(s): _____

Sellers: _____

Auction Date: 3/8/2022

Approximate depiction of auction tract in NE4 Sec. 3-T27N-R25W in Harper County, State of Oklahoma



Description of Property: Surface rights with respect to approximately 160(±) acres of land described as follows:

The Northeast Quarter (NE1/4) of Section Three (3), Township Twenty-Seven (27) North, Range Twenty-Five (25) West of the Indian Meridian, Harper County, Oklahoma (excluding all Minerals, as defined in the Agreement to Purchase).

Boundary lines and/or 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.

I/We have read this Addendum and agree to these auction conditions.

Buyer(s): _____

Sellers: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

Date: March 8, 2022

Owners: Respective trustees of the Ingram Family Trust dtd 4/8/1999
and the Walton Family Trust dtd 1/5/2000

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. The auction property is described and approximately depicted in the auction tract map which is included in your Bidder's Packet as **Exhibit A**.
3. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
4. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
5. The final bids are subject to the Sellers' acceptance or rejection. Sellers' acceptance may be delivered at any time on or before Friday, March 11, 2022.

PART B - TERMS OF SALE OUTLINED:

6. 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.
7. 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 or other entity check immediately negotiable is satisfactory for the earnest money. The balance of the purchase price is due in cash at closing.
8. The closing will be scheduled in accordance with the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before April 22, 2022.

9. Closing costs and expenses will be allocated and paid in accordance with Sections 14 and 15 of the Agreement to Purchase.
10. Real estate taxes will be prorated to the date of closing in accordance with Section 16 of the Agreement to Purchase and Section 13 of Addendum B.
11. Preliminary title insurance schedules dated February 14, 2022 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 pipeline easement which is listed as an exception.
12. Prior to closing, Buyer will receive a Final Title Commitment at Sellers' expense in accordance with Section 8 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.
13. Buyer agrees to acquire the property subject to the Permitted Exceptions as defined in Section 10 of the Agreement to Purchase.
14. All Minerals are excluded as provided in Section 2 of the Agreement to Purchase.
15. Possession shall be delivered at closing.
16. A new post-auction survey will only be obtained if necessary to record the conveyance or if otherwise deemed appropriate by Sellers. In any event, a new survey shall be obtained by Seller, if and only if, obtained in accordance with Section 6 of the Agreement to Purchase. The cost of any such survey shall be shared equally (50:50) by Sellers and Buyer.
17. If a new survey is obtained by Seller for any closing in accordance with Section 6 of the Agreement to Purchase, the purchase price shall be adjusted proportionately to reflect any difference between the acre estimate shown in Exhibit A and the gross acres shown in the survey; *provided, however*, the purchase price shall *not* be adjusted unless the difference exceeds one (1) acre.
18. The acres shown in Exhibit A are approximate and have been estimated based on the acres indicated by the existing legal description. No warranty or authoritative representation is made as to the number of acres included with the property.
19. 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.
20. 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 Sellers' consent. 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 its terms.

21. Information booklets (as updated during the marketing period) 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 soils map, topography map, and property tax information. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided.
22. Your bids are to be based solely upon your inspection. 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 18 of the Agreement to Purchase.
23. 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. The terms of these documents are non-negotiable.
24. 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 Sellers and the purchase documents may not be accepted by Sellers; (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 Sellers when the purchase documents are presented to Sellers for acceptance.
25. 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.
26. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Sellers. Each 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 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
SELLER'S 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 Bryan Ingram and Bonnie Lou Ingram, Trustees of the Ingram Family Trust dated April 8, 1999, and Linda J. Walton, Trustee of the Walton Family Trust dated January 5, 2000 (collectively, "Seller"), pursuant to which Buyer has agreed to purchase from Seller the surface rights with respect to certain real estate in Harper County, Oklahoma, excluding all Minerals, being the real estate put up for bids at the public auction conducted on behalf of Seller on March 8, 2022 (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. Seller is acting as a fiduciary in the course of the administration of a guardianship, conservatorship, trust, or decedent's estate. The Agreement is executed by Seller, strictly in its fiduciary capacity, and Seller shall have no liability whatsoever in its separate corporate &/or individual capacity on any agreement contained in the Agreement.
2. Seller specifically excepts and reserves 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 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 Property and Seller makes no disclosures concerning the condition of the Property. 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 Property or any improvements, 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, components, environmental conditions, 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. 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,

BUYER'S INITIALS: _____

SELLER'S INITIALS: _____

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 Contract. 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 PERSONAL REPRESENTATIVE and/or EXECUTOR'S DEED without warranty or a TRUSTEE'S SPECIAL WARRANTY DEED limited to (a) the time Seller was in title and (b) the lesser of the net proceeds received by Seller for the Property or the assets in the Trust at the time the claim is conclusively determined, (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 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, 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 the Seller. In the event the Court and/or the Internal Trust Committee does not approve this Agreement within ten (10) business days, 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 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 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.

BUYER'S INITIALS: _____

SELLER'S INITIALS: _____

- 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. This Contract may be subject to the approval of the Internal Trust Committee of the Seller. In the event the Internal Trust Committee of Seller does not approve this Contract within ten (10) business days, Seller may cancel and terminate this Contract by notice in writing to Buyer and Buyer's Earnest Money will be returned, as Buyer's sole remedy and Buyer shall have no enforceable rights under the Contract.
- 17. Seller's insurance is to be canceled upon closing of sale.
- 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 8th day of March, 2022 and by Seller on the date(s) indicated below.

BUYER:

Signed: _____

Signed: _____

SELLER:

Signing as Trustees of the Ingram Family Trust dtd 4/8/1999:

(Bryan Ingram, Trustee) (date)

(Bonnie Lou Ingram, Trustee) (date)

Signing as Trustee of the Walton Family Trust dtd 1/5/2000:

(Linda J. Walton, Trustee) (date)

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:

- Buyer Brokerage Agreement, Listing Brokerage Agreement, Option Agreement, Sales Agreement, Exchange Agreement, 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.
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.

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.

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.

Received & understood by BUYER(S):

Print Name: Sign: Date:

Print Name: Sign: Date:

Received & understood by SELLERS:

Sign: (Bryan Ingram, as Trustee) Sign: (Bonnie Lou Ingram, as Trustee) Sign: (Linda J. Walton, as Trustee)

Date: Date: Date: