

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 December 12, 2023 (“**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of Seller with respect to certain real estate located in Okmulgee County (identified for purposes of the Auctions as Tracts 1 - 11) and Okfuskee County (identified for purposes of the Auction as Tract 12), all in the State of Oklahoma. “**Seller**” refers to either BOKF, NA, as sole successor Trustee of the Alice Badger Dangott 1991 Revocable Trust or BOKF, NA as sole successor Trustee of the following Trusts: (a) Alice Badger Dangott 1991 Revocable Trust; (b) Alice Badger Dangott Trust under Will of B.J. Badger, Deceased; and (c) Laura Joan Dangott Trust under Will of B. J. Badger, Deceased.

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(s) 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 Tract/s**”, whether one or more).

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement.** 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 the real estate comprising the Purchased Tract/s, including the improvements and permanent fixtures appurtenant to the surface rights (if any), except as otherwise provided in this Agreement, presently existing on the Purchased Tract/s (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. This Agreement applies only to the Purchased Tract/s 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 Tract/s shall not apply unless and except to the extent that such provision also pertains to or affects the sale and/or conveyance of one or more of the Purchased Tract/s. If this purchase consists of a Tract owned as an undivided interest which includes Tracts 10, 11 and 12; Buyer acknowledges that the meaning of the term “**Property**” as used throughout this Agreement shall be interpreted to include Seller’s undivided interest with respect to such Tracts identified as either Tract 10, Tract 11 or Tract 12, but only as to the Seller’s undivided interest in said 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 Tract/s 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 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, 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**" refers to the applicable preliminary title insurance schedules prepared by American Abstract Company of McClain County, Inc., as identified in the table below, together with copies of the recorded document(s), if any, 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.

Preliminary Title Evidence Correlation Table:

Auction Tract:	Prelim. title ins. schedules prep. by American Abstract:	
	Title Co. File No.:	Dated:
1-8	20221519	9/9/2022
2	20221520	9/9/2022
3	20221521	9/9/2022
4	20221522	9/9/2022
6	20221517	11/17/2023

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) all matters affecting the Property that were disclosed, identified or listed in the Preliminary Title Evidence except Liens, if any; (c) 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; (d) any specific or general exception or exclusion with respect to Minerals; and/or (e) 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 the Buyer or proposed insured or any obligation of the Buyer or proposed insured or a title insurance requirement that can only be satisfied by Buyer or that reasonably should be satisfied by Buyer as opposed to Seller ("**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); (n) undivided interests; (o) ingress and egress limitations; and (p) 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 **January 27, 2024**, 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 January 27, 2024 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. If this sale involves a tax parcel split, the extent to which any Taxes are attributed to any new parcel results from a split shall be based on a split calculation provided by the appropriate property tax official. "Parent Parcel Taxes" refers to all Taxes that, at the time Closing, are not yet ascertainable and payable but constitute a lien against any Parent Parcel(s) that include(s) all or any part of the Property and other real estate. Any estimate of Parent Parcel Taxes shall be based on 100% of the amounts last billed for a calendar year. In any event, Buyer shall pay all Taxes due after Closing to the extent attributed to the Property. After closing, if any Parent Parcel Taxes are billed as a lump sum with portions attributed to the Property and other real estate. Buyer shall cooperate with the owner(s) of the other real estate to facilitate the allocation and timely payment of the balance due and Buyer shall pay the portion attributed to the Property.

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, existence 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; (vii) ingress or egress limitations; and/or (viii) 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: Garet Thompson, One Williams Center, Suite 1900, Tulsa, OK 74103
With PDF copies via email to: garet.thompson@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 ***December 21, 2023***. 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) _____ comprising _____ (±) acres, more or less, as identified by reference to the same tract number(s) in **Exhibit A**, being the tract(s) in Okmulgee Okfuskee, in the State of Oklahoma, put up for bids at the Auction conducted on December 12, 2023, and being the Purchased Tract/s 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.")*

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 on December _____, 2023 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)

ACCEPTED BY SELLER on December _____, 2023:
BOKF, N.A., as Trustee of: a) the Alice Badger Dangott 1991 Rev. Trust; b) the Alice Badger Dangott Trust under Will of B.J. Badger, Deceased; and c) the Laura Joan Dangott Trust under Will of B. J. Badger, Deceased

By: _____

Print: _____

Office or capacity: _____

RECEIPT: On December _____, 2023, 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: _____

Print: _____

Office or capacity: _____

EXHIBIT A

Buyer(s): _____

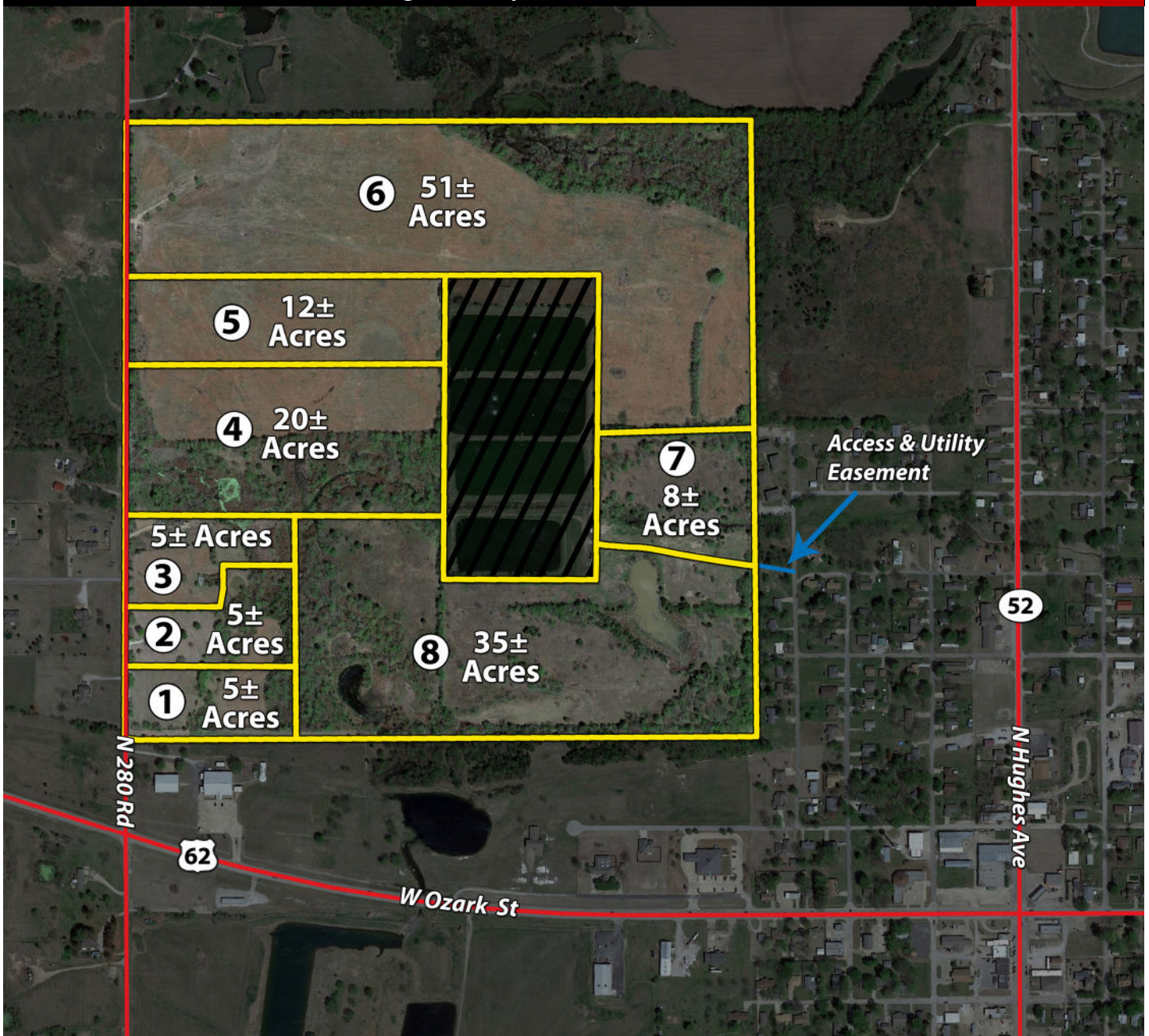
Seller: _____

Auction Tract Map

Auction Date: 12/12/2023

Pt. SW/4 Sec. 7-T13N-R14E in Okmulgee County, State of Oklahoma

REVISED



Survey Provisions: A new post-Auction survey of all or any part(s) of the property to be conveyed at any Closing shall be obtained *if and only if*: (a) the conveyance 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, 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.

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.

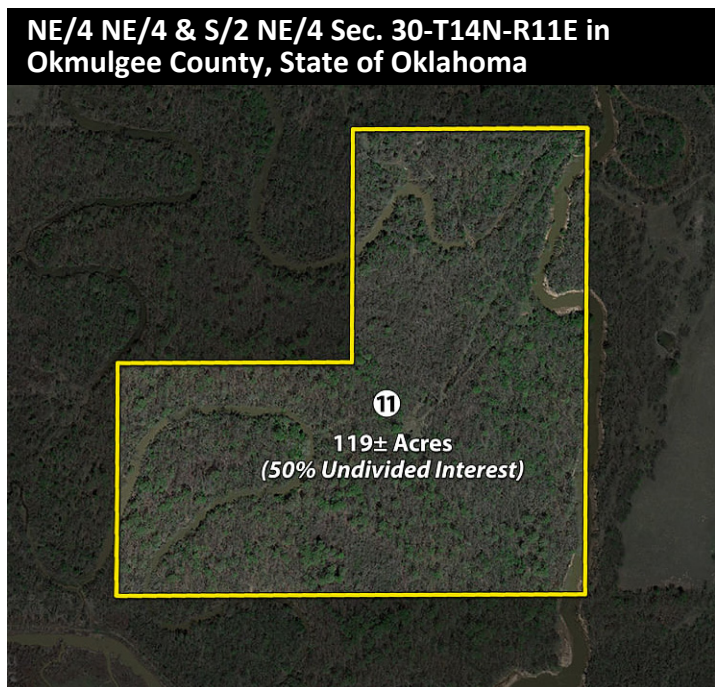
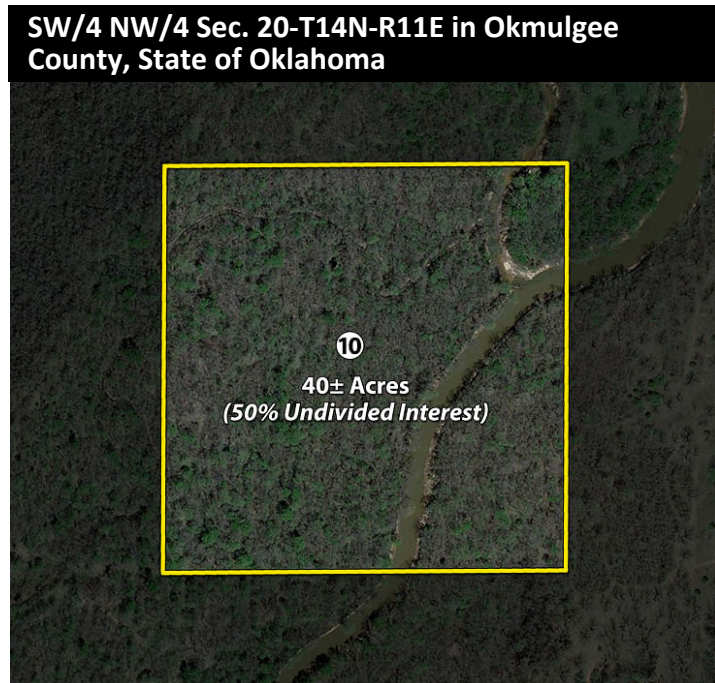
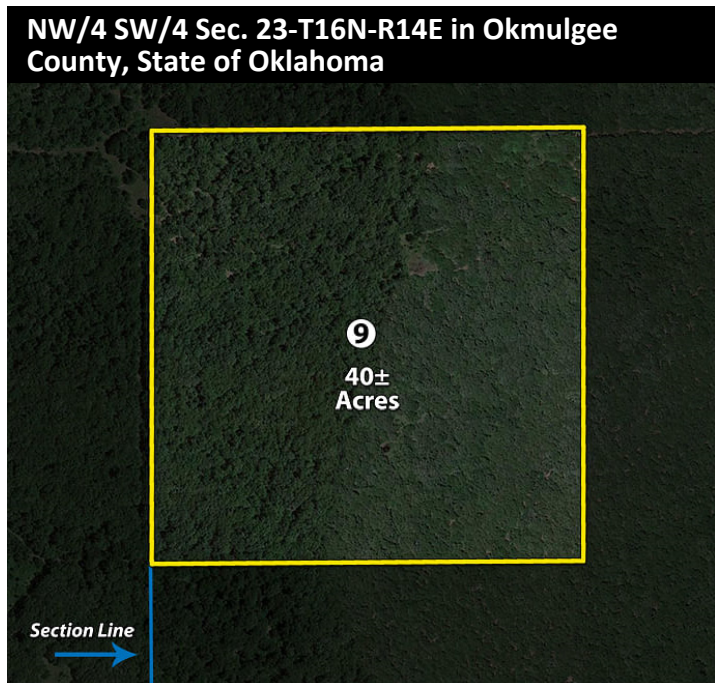
EXHIBIT A

Auction Tract Maps

Buyer(s): _____

Seller: _____

Auction Date: 12/12/2023



Survey Provisions: A new post-Auction survey of all or any part(s) of the property to be conveyed at any Closing shall be obtained *if and only if*: (a) the conveyance 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, 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.

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.

Buyer(s): _____

Seller: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

Date: December 12, 2023

Owner: Either BOKF, NA, as Trustee of the Alice Badger Dangott 1991 Revocable Trust or BOKF, NA as Trustee of a) the Alice Badger Dangott 1991 Revocable Trust; b) the Alice Badger Dangott Trust under Will of B. J. Badger, Deceased; and c) the Laura Joan Dangott Trust under Will of B. J. Badger, Deceased (collectively, "Seller")

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 tract maps are included in your Bidder's Packet as Exhibit A. As an update to the marketing materials, the approximate depiction of the boundary line between Tracts 2 and 3 has been adjusted so that Tract 2 includes the septic lagoon currently serving the house. This adjustment and the revised acre estimates for Tracts 2 and 3 are shown in Exhibit A.
3. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and combinations until the close of the auction.
4. 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 Seller's acceptance or rejection. Seller's acceptance may be delivered at any time on or before Thursday, December 21, 2023.

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 or other entity 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 the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before January 27, 2024.
10. Closing costs and expenses will be allocated and paid in accordance with Sections 14 and 15 of the Agreement to Purchase.
11. 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.
12. Preliminary title insurance schedules have been prepared by American Abstract Company of McClain County, Inc. and are available to review in the auction display area, along with copies of the recorded documents listed as exceptions.
13. Prior to closing, Buyer will receive a Final Title Commitment at Seller's 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.
14. Buyer agrees to acquire the property subject to the Permitted Exceptions as defined in Section 10 of the Agreement to Purchase.
15. All Minerals are excluded as provided in Section 2 of the Agreement to Purchase.
16. Three recent boundary surveys are posted in the auction display area, as follows:
 - a. Survey dated March 17, 2023 showing the perimeter boundary of Tracts 4 - 8 combined, containing 126.18± acres.
 - b. Survey dated March 21, 2023 showing the perimeter boundary of Tracts 1 - 3 combined, containing 15.32± acres.
 - c. Survey dated March 31, 2023 showing the perimeter boundary of Tracts 1 - 8 combined, containing 141.52± acres.
17. A new post-auction survey will only be obtained if necessary to record the conveyance or if otherwise deemed appropriate by Seller. 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 Seller and Buyer.
18. 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 estimates shown in Exhibit A and the gross acres shown in the survey; provided, however: (a) the purchase price shall not be adjusted unless the difference exceeds one (1) acre; and (b) in any event, no such adjustment shall be made for Tract 2 or any combination that includes Tract 2.

19. As shown in Exhibit A, the acre estimates for Tracts 2 and 3 have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)	Tract 2:	Tract 3:
Advertised / Brochure (±)	4	6
Revised / Exhibit A (±)	5	5

20. In Exhibit A, the acre estimates shown for Tracts 1 - 8 are based on the total acres shown in the pre-auction surveys and an approximate, provisional allocation between the potential new tracts. For Tracts 9 - 12, the acres estimates were taken from the acres shown in the property tax records. All acres shown in Exhibit A are approximate. No warranty or authoritative representation is made as to the number of acres included with any tract or set of tracts.
21. 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.
22. 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 Seller's 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, Seller may elect instead to enforce the purchase contract according to its terms.
23. **Tract 2:** The Seller's Residential Property Condition Disclosure Exemption Form is posted and shall be signed by the Buyer of Tract 2 at the end of the auction.
24. **Tract 2:** The sale of Tract 2 will include the large safe located inside the home.
25. **Tracts 2 & 3:** Tract 2 is served by an electric supply line which crosses part of Tract 3. If Tracts 2 and 3 are not combined, Tract 2 shall have the benefit of a blanket easement on Tract 3 to the full extent necessary to allow the continued use of the existing electric service to Tract 2 and to allow the electric service provider to enter upon Tract 3 for the purpose of maintaining, repairing and/or replacing the electric facilities serving Tract 2. Such easement shall be granted in the deed conveying Tract 2 and reserved in the deed conveying Tract 3.
26. **Tracts 2 & 3:** There is an underground septic system line from the home to the septic lagoon on Tract 2. The route of the underground line is believed to be crossing part of Tract 3. In any event, Seller shall have no obligation to locate the underground line. If Tracts 2 and 3 are not combined, Tract 2 shall have the benefit of a blanket easement on Tract 3 to the full extent necessary to allow the continued use, maintenance and/or repair of the existing underground septic system line serving Tract 2. Such easement shall be granted in the deed conveying Tract 2 and reserved in the deed conveying Tract 3.

27. **Tracts 2 & 3:** A water hydrant on Tract 3 is currently served by a rural water meter and water lines located on Tract 2. If Tracts 2 and 3 are not combined: (a) the Buyer of Tract 2 shall have the right to cause the water supply from Tract 2 to be disconnected from Tract 3; and (b) the Buyer of Tract 3 shall be responsible for installing new water lines and establishing a new water meter connection to serve Tract 3, at Buyer's sole cost.
28. **Tracts 7 & 8:** Tracts 7 and 8 do not have abutting access to an existing public road. However, pursuant to an easement document recorded on October 19, 2023, the City of Morris granted an easement for ingress, egress and utilities within a certain lot located between the auction property and North A Street. A copy of this document is available to review in the auction display area. If Tracts 7 and 8 are not combined, the east end of the common boundary line between Tracts 7 and 8 shall be established by survey so that both tracts will have access to North A Street via this easement.
29. **Tracts 7 & 8:** Tracts 7 and 8 will be acquired subject to all existing access rights of the City of Morris with respect to its facilities located in the excluded area between Tracts 4 – 8. An easement document recorded on January 21, 1966 describes a 20-foot-wide "roadway" easement between the City's facility and the east line(s) of Tract 7 and/or Tract 8. A similar 20-foot-wide "access easement" is described in a recent survey dated March 31, 2023. However, the easement route described in the survey does not match the easement route described in the 1966 document. Seller reserves the right to grant an easement to the City, prior to closing, with respect to the easement corridor described in the March 31, 2023 survey. A copy of this survey is posted in the auction display area. A copy of the 1966 document is included with the preliminary title insurance schedules.
30. **Tracts 9 & 12:** Tracts 9 and 12 do not have abutting access to an existing public road. However, the west line of Tract 9 is on a section line and the east line of Tract 12 is on a section line.
31. **Tracts 10 & 11:** Tracts 10 and 11 do not have abutting access to an existing public road. There is no practical means of access to these tracts except riparian access by boat along the Deep Fork River. Both of these tracts are on a section line, but vehicular access along the section line would not be practical due to the location of the river, creeks and/or other physical features of the terrain.
32. **Tracts 9 – 12:** The respective Buyer(s) of Tracts 9, 10, 11 and 12 agree to acquire the purchased tract(s) regardless of whatever rights may or may not exist with respect to any means of access to these tracts and regardless of any title insurance exception relating to access or lack of access to these tracts.
33. **Tracts 10 & 11:** The Buyer(s) of Tracts 10 and 11 will acquire an undivided 50% interest with respect to the surface rights to the applicable land, as shown in Exhibit A.
34. **Tract 12:** The Buyer of Tract 12 will acquire an undivided 75% interest with respect to the surface rights to the applicable land, as shown in Exhibit A.
35. This auction is conducted on behalf of the trustee of several trusts having different ownership percentages with respect to some of the tracts. If certain tracts are combined,

it may be necessary to allocate the purchase price at closing between or among the combined tracts. Any such allocation shall be determined solely by the Seller.

36. An Information Booklet 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 soil maps, topography maps, flood maps, property tax information, and preliminary title insurance schedules. 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 and Seller disclaim any warranty or liability for the information provided.
37. The Information Booklet contains an earlier version of the preliminary title insurance schedules for Tract 12. An updated version dated November 17, 2023 is available to review in the auction display area.
38. 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 18 of the Agreement to Purchase.
39. At the close of each auction, the high bidder(s) 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. ALL BUYERS TO BE LISTED ON THE DEED ARE REQUIRED TO EXECUTE THE PURCHASE AGREEMENT.
40. 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.
41. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction. Deeds shall be recorded in the order designated by the Seller.
42. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller. 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 BOKF, NA, as sole successor Trustee of the Alice Badger Dangott 1991 Revocable Trust or BOKF, NA as sole successor Trustee of the following Trusts: a) Alice Badger Dangott 1991 Revocable Trust; b) Alice Badger Dangott Trust under Will of B.J. Badger, Deceased; and c) Laura Joan Dangott Trust under Will of B. J. Badger, Deceased (collectively, "Seller"), pursuant to which Buyer has agreed to purchase from Seller the surface rights with respect to certain real estate in Okmulgee or Okfuskee County, Oklahoma, excluding all Minerals, being one or more of the tracts put up for bids at the public auction conducted on behalf of Seller on December 12, 2023, 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. 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, ingress and egress imitations, 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. Seller states that Seller has never occupied the Property and Seller makes no warranties, covenants or 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, ingress or 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

BUYER'S INITIALS: _____

SELLER'S INITIALS: _____

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 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 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 that are not in conflict with the terms of the Agreement), 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, 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 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.

BUYER'S INITIALS: _____

SELLER'S INITIALS: _____

- 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.
- 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 and all utility services, if any, related to the Property are 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 _____ day of December, 2023 and by Seller on the date indicated below.

BUYER:

Signed: _____

Signed: _____

SELLER:

Signing in its capacity either as sole successor Trustee of the Alice Badger Dangott 1991 Revocable Trust or as sole successor Trustee of the following Trusts: a) Alice Badger Dangott 1991 Revocable Trust; b) Alice Badger Dangott Trust under Will of B.J. Badger, Deceased; and c) Laura Joan Dangott Trust under Will of B. J. Badger, Deceased:

BOKF, N.A., dba Bank of Oklahoma, by its duly-authorized officer:

Sign: _____

Print: _____

Office/Title: _____

Date: _____