

AGREEMENT TO PURCHASE

This Agreement to Purchase is executed in connection with the timed online auction (the “**Auction**”) conducted by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”), on behalf of Cashion Holdings LLC (“**Seller**”) with respect to certain real estate put up for bids in twelve (12) separate lots, being Lots 3, 8, 11, 14, 20, 25, 29, 33, 35, 43, 52 and 57 in the Plat of Wolf Creek Estates, a subdivision of the Northwest Quarter of Section 25, Township 15 North, Range 5 West, Indian Meridian, in Kingfisher County, Oklahoma. Each of the auction lots is identified and approximately depicted by lot number in Exhibit A.

The following documents have been posted to the “downloads” page of the auction website at <https://www.schraderauction.com/auctions/8668> (“**Auction Website**”):

- Exhibit A - Auction lot map (“**Exhibit A**”);
- Exhibit B - Schedule of Recorded Exception Documents (“**Exhibit B**”);
- Exhibit C - Disclosure to Buyer of Brokerage Duties, Responsibilities and Services (“**Exhibit C**”); and
- If the Seller Financing Option applies, the Seller Financing Addendum as defined in Section 7 below.

Exhibit A, Exhibit B, Exhibit C and (if applicable) the Seller Financing Addendum shall be attached to this Agreement to Purchase, but in any event (whether or not attached) they are hereby incorporated as integral parts hereof and, together with this Agreement to Purchase, are collectively referred to herein as this “**Agreement**”.

“**Buyer**” refers to the party(ies), whether one or more, signing as Buyer(s) on the signature page of this Agreement to Purchase (the “**Signature Page**”). Buyer is executing this Agreement as the high bidder with respect to the particular auction lot designated by the lot number written on the Signature Page and identified by the same lot number in Exhibit A (the “**Purchased Lot**”).

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement; Property.** In accordance with and subject to the terms and conditions of this Agreement, Buyer offers and agrees to purchase the property described as follows (“**Property**”):

The land comprising the Purchased Lot, together with all easements appurtenant to said land, and subject to the Permitted Exceptions, LESS AND EXCEPT the Minerals.

This Agreement applies only to the Purchased Lot designated on the Signature Page of this Agreement. Any provision of this Agreement that refers to a specific lot that is not the Purchased Lot shall not apply unless and except to the extent that such provision also pertains to or affects the sale and/or conveyance of the Purchased Lot.

2. **Excluded Minerals.** Any and all oil, gas and/or other minerals under the surface of and/or that may be produced from the land comprising the Property and/or any rights appurtenant thereto (collectively, “**Minerals**”) are hereby excluded from this sale and shall be excluded from the conveyance of the Property to Buyer. 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 Lot plus a Buyer’s Premium equal to four percent (4.0%) of said bid amount.

4. **Earnest Money.** On or before **Wednesday, February 14, 2024**, Buyer shall deliver ten percent (10%) of the Purchase Price as an earnest money deposit (the “**Earnest Money**”) to the Auction Company, to be held in escrow, delivered to the Closing Agent at or prior to Closing and applied to the Purchase Price at Closing.

5. **Escrow Agent; Closing Agent.** For purposes of the application of this Agreement at any given time, “**Escrow Agent**” refers to: (a) Auction Company with respect to all or such portion of the Earnest Money held by Auction Company at such time; and/or (b) the Closing Agent with respect to all or such portion of the Earnest Money held by the Closing Agent at such time. “**Closing Agent**” refers to the company or firm administering the Closing pursuant to Section 18 below.

6. **Payment; Cash at Closing.** Unless the Seller Financing Option applies in accordance with Section 7 below, Buyer shall deliver Good Funds to the Closing Agent prior to the Closing 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.

7. **Seller Financing Option.** The Seller Financing Option shall apply if Buyer so elects by marking the box provided for that purpose on the Signature Page. “**Seller Financing Option**” refers to the purchase of the Property

in accordance with the terms of this Agreement to Purchase and the Seller Financing Addendum which has been posted to the “downloads” page of the Auction Website, including the sample form of Contract for Deed attached thereto as **Exhibit SFA-1** and the sample form of amortization schedule attached thereto as **Exhibit SFA-2** (collectively, the “**Seller Financing Addendum**”). If the Seller Financing Option applies, Buyer and Seller shall execute the Seller Financing Addendum concurrently with and as a part of the execution of this Agreement. Effective automatically upon the execution of this Agreement to Purchase and the Seller Financing Addendum by Buyer and Seller: (a) the terms of the Seller Financing Addendum shall be incorporated herein as an integral part of this Agreement; and (b) to the extent of any conflict between a provision of the Seller Financing Addendum and any other provision of this Agreement, the provision of the Seller Financing Addendum shall control.

8. **Delivery of Title and Possession.** Seller shall furnish at Seller’s expense, and shall execute and deliver at Closing, a Special Warranty Deed conveying the Property to Buyer (subject to the Permitted Exceptions, and LESS AND EXCEPT the Minerals); *provided, however*, if the Seller Financing Option applies, the deed shall be delivered in accordance with terms of the Contract for Deed executed at Closing. Possession of the Property shall be delivered to Buyer effective upon completion of the Closing, subject to the Permitted Exceptions and all other terms and conditions of this Agreement.

9. **No Survey.** The Property shall be conveyed by reference to the recorded Plat of Wolf Creek Estates and the applicable lot number, without obtaining a post-Auction survey.

10. **Final Title Commitment.** Unless the Seller Financing Option applies, Seller shall order a commitment, dated after this Agreement, for the issuance of a standard coverage ALTA owner’s title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price (“**Final Title Commitment**”). The Final Title Commitment shall be prepared by Chicago Title Oklahoma Co. Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions (including survey exceptions); (b) exceptions for the recorded documents listed in Exhibit B; and/or (c) any other matter listed, referenced, identified, or disclosed in the Final Title Commitment that constitutes a Permitted Exception. The cost of furnishing the Final Title Commitment shall be charged to Seller.

11. **Title Insurance at Buyer’s Expense.** If Buyer and/or Buyer’s lender elect(s) to purchase title insurance: (a) the cost of issuing any title insurance policy shall be charged to Buyer, including title insurance premiums; and (b) Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing a standard coverage ALTA owner’s title insurance policy, as set forth in the Final Title Commitment; *provided, however*: (i) Buyer shall be 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**”); (ii) 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 or title insurance endorsement; and (iii) 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.

12. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, any title insurance and any survey subject to and notwithstanding any of the following matters (each a “**Permitted Exception**” and collectively the “**Permitted Exceptions**”): (a) existing roads, public utilities and drains; (b) any easement, road or potential road along a township section line; (c) visible and/or apparent uses and easements; (d) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (e) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (f) any lien for current real estate taxes and/or special assessments not yet due and payable; (g) local ordinances and zoning laws; (h) outstanding reservations, severances and/or other rights with respect to Minerals; (i) any matter pertaining to Minerals and/or mineral rights appearing of record, including any mineral lease, easement, gas storage agreement and/or surface use agreement; (j) the Plat of Wolf Creek Estates recorded at Book 3520, Page 145, and all easements and other matters depicted and/or referenced therein; (k) the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Estates (including the Purposes and Bylaws of the Association attached thereto) recorded at Book 3530, Page 67; (l) the recorded documents listed in **Exhibit B** and all matters contained therein; and (m) any other matter disclosed in this Agreement.

13. **Title Defect; Lien.** Subject to the terms and conditions of this Agreement, the title to the Property is to be conveyed (and insured, if applicable) in conformance with the Title Conditions described in Section 14 below,

free of any Title Defect. **“Title Defect”** means any Lien or other material encumbrance affecting the title to the Property that does not constitute a Permitted Exception and is not otherwise expressly approved or waived by Buyer. **“Lien”** refers to a mortgage, deed of trust, judgment lien and/or other monetary obligation attaching as a lien against the Property, other than a lien for current real estate taxes and/or special assessments not yet due and payable. Notwithstanding any other provision, the Permitted Exceptions do not include (and Buyer is not required to accept the title subject to) any Lien or outstanding Lis Pendens Notice.

14. **Title Conditions.** Buyer’s obligations at Closing are contingent upon the satisfaction of the following conditions (collectively, **“Title Conditions”**): (a) that Seller is able to convey fee simple title to the Property (and will be able to deliver possession of the Property at Closing) free and clear of any Title Defect; (b) unless the Seller Financing Option applies, that Buyer has received a Final Title Commitment in accordance with Section 10 above confirming that, upon satisfaction of the requirements set forth therein, a standard coverage ALTA owner’s title insurance policy will be issued insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of any Title Defect; and (c) unless the Seller Financing Option applies, that all requirements for the issuance of a standard coverage ALTA owner’s title insurance policy, as set forth in the Final Title Commitment (other than a Buyer-Related Requirement), have been or will be satisfied prior to and/or in connection with the Closing. 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 foregoing Title Conditions.

15. **Title Deficiency; Notice; Opportunity to Cure.** At any time prior to Closing (but not earlier than one week before the Targeted Closing Date), Buyer may give a Title Deficiency Notice if at the time of such notice there is an uncured Title Deficiency. **“Title Deficiency”** means: (a) the existence of an uncured Title Defect; and/or (b) any other non-satisfaction of the Title Requirements. **“Title Deficiency Notice”** means a written notice from Buyer to Seller which clearly shows an intent to give notice under this Section and which sufficiently describes such Title Deficiency (and the evidence thereof) to enable Seller to cure such Title Deficiency. If Buyer gives a Title Deficiency Notice, Seller shall have the right to cure such Title Deficiency at any time before the later of: (i) 60 days from the effective date of the Title Deficiency Notice; or (ii) the effective date of a termination notice from Buyer under Section 16 below. A Title Deficiency shall be deemed cured if the Closing Agent and/or Seller provides commercially reasonable evidence and/or assurance that such Title Defect has been or will be removed and/or released prior to or in connection with the Closing.

16. **Title Deficiency; Termination.** Buyer may terminate this Agreement due to a Title Deficiency by giving written notice of such termination to Seller prior to Closing if: (a) Seller has been given notice of and an opportunity to cure such Title Deficiency in accordance with Section 15 above; and (b) such Title Deficiency remains uncured at the time of Buyer’s notice of termination. Seller may terminate this Agreement due to a Title Deficiency by giving written notice of such termination to Buyer prior to Closing if: (i) curing such Title Deficiency would require action by a person or entity other than a party to this Agreement (such as, but not limited to, the execution and delivery of an instrument by a non-party and/or the issuance of a judgment or order of a court); (ii) Seller determines, in Seller’s sole discretion, that curing such Title Deficiency is untenable, unlikely, impractical, unfeasible and/or otherwise not viable; or (iii) the total of the amount(s) required to discharge and remove all Title Defects plus all expenses charged to Seller under this Agreement exceeds the gross Purchase Price. **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.**

17. **Conditions to Closing.** Buyer’s obligations at Closing are not contingent upon any further inspection, investigation or evaluation of the Property or upon Buyer’s ability to obtain any loan or permit. Buyer’s obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition *except*: (a) any applicable condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement; and (b) 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.

18. **Closing.** Subject to the terms and conditions of this Agreement, the Closing shall be scheduled and completed in accordance with this Section. **“Closing”** refers to the final delivery and exchange of documents and funds in order to consummate the sale and purchase of the Property in accordance with this Agreement or, if the Seller Financing Option applies, the final delivery and exchange of documents and funds which are to be delivered **“at Closing”** according to the terms of the Seller Financing Addendum. The **“Targeted Closing Date”** is **March 29, 2024**. It is anticipated that the Closing will be scheduled by mutual agreement and completed on or before the Targeted Closing Date. In any event, Seller may arrange for the Closing to be held on a date specified in a notice from Seller or Seller’s agent to Buyer or Buyer’s agent. Subject only to the satisfaction of the

applicable conditions described in Section 17 above, Buyer shall be obligated to close on the date specified in such notice if such date is: (a) not earlier than the Targeted Closing Date; (b) at least 7 days after such notice has been sent; and (c) unless the Seller Financing Option applies, at least 7 days after the Final Title Commitment has been completed. The Closing shall be held at and/or administered by the office of Chicago Title Oklahoma Co., 3600 NW 138th St., Suite 100, Oklahoma City, OK 73134 (Tel: 405-607-8812); *provided, however*, if the Seller Financing Option applies, the Closing shall be administered by the Seller or Seller's designated closing agent and shall be held at 4801 Gaillardia Parkway, Suite 200, Oklahoma City, OK 73142.

19. **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 Lien and recording the release; (b) one-half of the fee charged by the Closing Agent to administer the Closing; (c) unless the Seller Financing Option applies, the cost of furnishing the Final Title Commitment; (d) the cost of preparing Seller's transfer documents, including the Special Warranty Deed or the Contract for Deed, as applicable; (e) the documentary stamp tax; (f) any sums due Auction Company in connection with this transaction; (g) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (h) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

20. **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 or related to any third-party loan obtained by Buyer; (b) one-half of the fee charged by the Closing Agent to administer the Closing; (c) the cost of issuing any title insurance policy, including title insurance premiums; (d) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (e) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (f) any other expense that is not allocated to Seller according to the terms of this Agreement.

21. **Prorated Association Dues.** At Closing, Buyer shall pay a prorated portion of the Wolf Creek Estates association dues and assessments (including road maintenance assessment) due for the year 2024, prorated on a calendar year basis to the day of Closing.

22. **Prorated Taxes.** General real estate taxes and special assessments (and any related penalties) that are or may become a lien against the Property (collectively, "**Taxes**") shall be allocated and paid in accordance with this Section and, if applicable, Section 23 below. "**Seller's Taxes**" refers to all such Taxes consisting of: (a) general real estate taxes attributed to the period up to and including the day of Closing (*prorated* on a calendar year basis to the day of Closing); and/or (b) special assessments, if any, that are or were last payable without a penalty on or before the day of Closing. Any unpaid Seller's Taxes that are ascertainable and payable at the time of Closing shall be withheld from Seller's proceeds at Closing and paid directly to the appropriate tax collection office. Subject to the provisions of Section 23 below: (i) any portion of Seller's Taxes that is not ascertainable and payable at the time of Closing shall be estimated based on 100% of the amounts last billed for a calendar year (prorated to the date of Closing); (ii) the amount thus estimated (to the extent attributed to the Property) shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing; and (iii) Buyer shall then pay all Taxes due after Closing to the extent attributed to the Property.

23. **Tax Parcel Split.** If this sale involves a tax parcel split, the extent to which any Taxes are attributed to any new parcel resulting from a split shall be based on a split calculation provided by the appropriate property tax official (or, if an official split calculation is not available, based on an estimated split calculation using available assessment data). If this sale involves a tax parcel split then, in lieu of a credit to Buyer at Closing, Seller may elect to require collection of each party's share of the estimated Parent Parcel Taxes at Closing, to be either: (a) held in escrow and applied towards payment of the Parent Parcel Taxes when billed after Closing; or (b) paid directly to the appropriate tax collection office as an estimated prepayment of the Parent Parcel Taxes. "**Parent Parcel Taxes**" refers to all Taxes that, at the time of 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 and not paid via escrow or estimated prepayment. 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.

24. **Remedies; Buyer Default.** As used herein, the term "**Buyer Default**" refers to any defect or default with respect to delivery of the Earnest Money (including nonpayment or dishonor of any check) 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 Bid Amount. 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 Bid Amount 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).

(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, thereafter incurred by Seller in seeking to enforce any right or remedy.

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

25. Remedies; Seller Default. The term "Seller Default" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; *provided, however*, if Seller is unable to convey the Property in accordance with the Title Conditions, such inability shall constitute a failure of a condition under Section 14 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; (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller's obligations.

26. Remedies; General. Notwithstanding any other provision, if this transaction fails to close, the 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 HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

27. Notices. Any notice given under this Agreement shall be in writing and in a form which clearly shows an intention to give notice under this Agreement. A notice given to a party under this Agreement shall be sent via email to the email address(es) provided with that party's notification address (as provided below); *provided, however*, if an email address is not provided with the party's notification address in this Agreement, such notice shall be sent via any commonly-used overnight delivery service (such as overnight delivery via USPS, FedEx or UPS) that includes proof of delivery. A copy of a notice sent by any party (other than a notice sent by the Auction Manager as the agent of Seller) shall be sent to the Auction Manager 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). A party who fails to provide a proper email address with the party's notification address in this Agreement assumes the risk of receiving a notice after it has become effective. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: C/o Dee A. Replogle III Replogle, via email to: **cody@americanlandexchange.com**
With a copy to the Auction Manager, via email to: **Brent@schraderauction.com**

If to Buyer: The Buyer's email address(es) (if any) or regular mail address provided on the Signature Page.
With a copy to the Auction Manager, via email to: **Brent@schraderauction.com**

28. **Agency; Sales Fee.** Auction Company and their respective agents and representatives are acting solely on behalf of, and exclusively as the agents for, the Seller. Buyer acknowledges receipt of **Exhibit C**, being the Oklahoma Real Estate Commission form of “*Disclosure to Buyer of Brokerage Duties, Responsibilities and Services*”. Exhibit C is incorporated as part of the terms of this Agreement and shall be signed by Buyer and attached to this Agreement pursuant to 59 Okl. St. § 858-356. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer’s dealings with such other broker or person.

29. **Acknowledgments of Buyer; Disclosures and Disclaimers.** Buyer acknowledges and agrees that:

(a) Prior to bidding, Buyer received copies of the following documents each of which has been posted to the “downloads” page of the Auction Website:

- Exhibit A (Auction lot map);
- Exhibit B (Schedule of Recorded Exception Documents);
- Exhibit C (Disclosure to Buyer of Brokerage Duties, Responsibilities and Services);
- Seller Financing Addendum, including the sample form of Contract for Deed attached thereto as **Exhibit SFA-1** and the sample form of amortization schedule attached thereto as **Exhibit SFA-2**;
- Signed and recorded Plat of Wolf Creek Estates recorded at Book 3520, Page 145;
- Unsigned, unrecorded copy of the Plat of Wolf Creek Estates (more legible);
- Declaration of Covenants, Conditions and Restrictions for Wolf Creek Estates recorded at Book 3530, Page 67 (including the Purposes and Bylaws of the Association attached thereto); and
- A PDF copy of each recorded document listed in Exhibit B (or a description of the document from the abstractor).

(b) Without limiting the provisions of Section 12 above (regarding the Permitted Exceptions), the Property is subject to the easements and other matters depicted and/or referenced in the Plat of Wolf Creek Estates. Buyer is responsible for having read and understood the entire Plat before bidding. Buyer acknowledges that recorded and unrecorded copies of the Plat have been posted to the Auction Website and that the illegible portions of the recorded copy are legible in the unrecorded copy. Without limiting the provisions of Section 12 or the foregoing provisions of this Subsection 29(b), Buyer acknowledges that said Plat shows, among other things, that:

- There are overhead electric lines on Lots 3, 20 and 33 (and on or near Lot 11);
- There are pipelines on Lots 3, 14, 20, 25, 35, 43 and 57;
- Lots 3, 20, 29, and 33 include small portions of a 20-foot-wide easement corridor (“Surface Easement and Right of Way”) described in the Surface and Underground Storage Easement and Right of Way Agreement recorded at Book 2375, Page 111; and
- Lot 43 includes: (i) portions of the “Surface Easement and Right of Way” (including portions of the 20-foot-wide and 50-foot-wide easement corridors and the south part of a 100’ x 200’ easement area) described in the Surface and Underground Storage Easement and Right of Way Agreement recorded at Book 2375, Page 111; and (ii) part of the 50-foot-wide easement corridor for a 30-inch pipeline, as described in the Report of Commissioners recorded at Book 488, Page 142.

(c) Without limiting the provisions of Section 12 above, the Property is subject to the provisions of the Declaration of Covenants, Conditions and Restrictions for Wolf Creek Estates (including the Purposes and Bylaws of the Association attached thereto) recorded at Book 3530, Page 67 (collectively, the “**Declaration**”). Buyer is responsible for having read and understood the entire Declaration before bidding. Without limiting the foregoing provision, Buyer acknowledges that Buyer has read Section 26 of the Declaration which provides that the Declaration may be amended at any time by the Seller, Cashion Holdings, LLC, as the Declarant.

(d) If Buyer elects the Seller Financing Option, Buyer is responsible for having read and understood the entire Seller Financing Addendum, including the sample form of Contract for Deed attached thereto as **Exhibit SFA-1** and the sample form of amortization schedule attached thereto as **Exhibit SFA-2**, before bidding. Without limiting the foregoing provision, Buyer acknowledges that the form of Contract for Deed includes a Power of Sale provision pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act, 46 Okl. St. §§ 40-49. **A POWER OF SALE MAY ALLOW THE SELLER TO TAKE THE PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE BUYER UNDER THE CONTRACT FOR DEED.**

(e) Buyer's obligations under this Agreement are not contingent upon the results of any further 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 submitting this Offer. 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 purchase and acquire the Property **"AS IS" and WITHOUT ANY WARRANTY OF ANY KIND AS TO THE CHARACTER OR CONDITION OF THE PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**

(f) Without limiting the foregoing provisions, Seller, Auction Company and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) the availability or location of any utilities; (v) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway/driveway 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 and/or the marketing of the Property and/or the Auction.

(g) 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. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property before or after Closing.

(h) Boundary lines and auction tract maps depicted in the auction marketing materials and Exhibit A 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.

(i) The acre estimates shown in the auction marketing materials and Exhibit A are based on the acres shown in the Plat of Wolfe Creek Estates. No warranty or authoritative representation is made as to the number of acres included with the Property. The purchase price shall not be subject to adjustment regardless of the number of acres shown in any survey or other record created before or after the Auction.

(j) According to the Plat of Wolf Creek Estates, the platted streets shown as Red Wolf Drive, Gray Wolf Drive and Prairie Wolf Drive are private streets and shall be maintained by the lot owners within Wolf Creek Estates. The Property is subject to road maintenance assessments in accordance with the Declaration.

(k) Buyer acknowledges that electric utilities are to be installed within the platted Road & Utility Easement corridors for the delivery of electricity to the Purchased Lot, but that: (i) Seller makes no promise, representation or warranty as to the timing of the installation of the electric utilities; and (ii) Buyer's obligations at Closing are **not** contingent upon the installation of the electric utilities before Closing.

(l) The Property is not served by public water or sanitary sewer facilities. Buyer will be responsible for the installation of a well and private septic system.

30. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any 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.

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

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

may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

33. **60 Okl. St. §121, et seq. (as amended eff. November 1, 2023).** Buyer promises and warrants: (a) that Buyer is qualified to acquire title to land in the State of Oklahoma in accordance with state and federal law, including 60 Okl. St. §121, et seq., as amended effective November 1, 2023, ***prohibiting certain land acquisitions by aliens either directly or indirectly through a business entity or trust***; (b) that Buyer is able to (and will at Closing) properly execute an affidavit, to be included as an exhibit to the deed, attesting that Buyer is obtaining the Property in compliance with the requirements of 60 Okl. St. §121 and that no funding source is being used in the sale or transfer in violation of 60 Okl. St. §121 or any other state or federal law; and (c) that Buyer is able to (and, subject to the conditions of Section 17 above, that Buyer will at Closing) properly acquire the Property in accordance with the requirements of 60 Okl. St. §121, et seq.

34. **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. If any provision of this Agreement is inconsistent with any other statement in the Online Bid Packet or any statement in the auction brochure or other marketing materials, the provision of this Agreement 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.

35. **Offer and Acceptance; Acceptance Deadline.** Buyer’s high bid constitutes an offer to purchase the Property in accordance with the terms of this Agreement which, if accepted by Seller, as evidenced by Seller’s execution and delivery of the Signature Page, shall constitute the binding agreement of the parties. This offer shall be deemed automatically withdrawn (and the Earnest Money shall be returned to Buyer) if this offer is not accepted by Seller on or before 11:59 o’clock p.m. (CST) on **Tuesday, February 13, 2024.**

36. **Multiple Bids; Independent Offers.** If Buyer is the high bidder on any other lot(s) *in addition to the Purchased Lot* designated on the Signature Page of this offer, this offer may be accepted or rejected by Seller regardless of the acceptance or rejection of Buyer’s high bid(s) on such other lot(s).

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

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the lot designated below (being the Purchased Lot for purposes of this Agreement) in accordance with and subject to the terms and conditions of this Agreement.

Lot _____ as identified and approximately depicted by reference to the same lot number in Exhibit A, and as more particularly identified and depicted by reference to the same lot number in the Plat of Wolf Creek Estates, a subdivision of the NW/4 of Sec. 25-T15N-R5W in Kingfisher County, Oklahoma.

Bid Amount: \$ _____

4% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____ (pay to "Schrader Auction Trust Account")

Buyer elects to pay the Purchase Price in accordance with the terms of the **Seller Financing Addendum**, to be executed concurrently with this Agreement.

SIGNATURE OF BUYER: On the _____ day of February, 2024, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

Printed Name(s) of Buyer(s) (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization)

[By] _____
(Signatures)

(Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer entity)

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

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

(Buyer's Lender, if any, and Lender Contact Info.)

ACCEPTED BY SELLER on the _____ day of February, 2024:

Cashion Holdings LLC, by its duly authorized member, manager and/or agent:

Sign: _____ (Dee A. Replogle III)

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

Schrader Real Estate and Auction Company, Inc.

Date Received: _____

By: _____

Print: _____

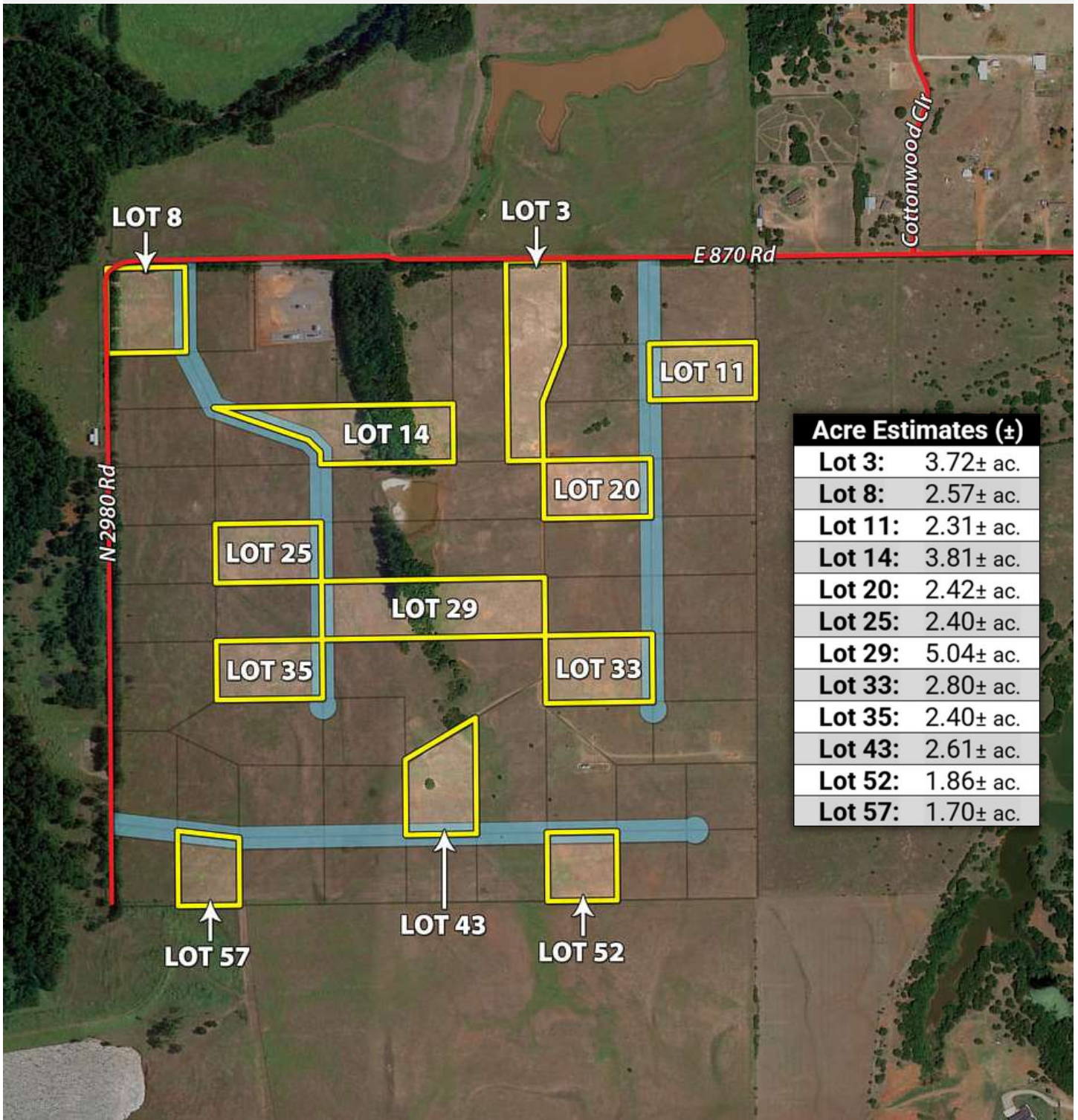
EXHIBIT A

Buyer(s): _____

Seller: _____

Approximate depiction of Auction Lots in Kingfisher County, Oklahoma

Being Lots 3, 8, 11, 14, 20, 25, 29, 33, 35, 43, 52 and 57 in the Plat of Wolf Creek Estates, a subdivision of the Northwest Quarter of Section 25, Township 15 North, Range 5 West, Indian Meridian, in Kingfisher County, Oklahoma, and being more particularly identified and depicted in the Plat of Wolf Creek Estates recorded in the records of Kingfisher County, Oklahoma on December 4, 2023, at Book 3520, Pg. 145.



Boundary lines and/or acreages depicted in the marketing materials and auction 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 B

Buyer(s): _____

Seller: _____

Schedule of Recorded Exception Documents for Auction Lots in Wolf Creek Estates

Buyer agrees to acquire the Property subject to the Permitted Exceptions, as defined in Section 12 of the Agreement to Purchase, *including but not limited to* the recorded documents listed below. Copies of the documents listed below (or a description of the document from the abstractor) are posted to the “downloads” page of the auction website (<https://www.schraderauction.com/auctions/8668>), except as otherwise indicated below.

- Plat of Wolf Creek Estates recorded on December 4, 2023, in Book 3520, Page 145.
- Declaration of Covenants, Conditions and Restrictions for Wolf Creek Estates recorded on January 30, 2024, in Book 3530, Page 67.
- Right of Way in favor of Philips Petroleum recorded in Book 63, Page 535.
- Order of Commissioners recorded in Book 75, Page 552.
- Right of Way in favor of Oklahoma Natural Gas Company recorded in Book 76, Page 95.
- Right of Way in favor of Phillips Petroleum recorded in Book 77, Page 405.
- Right of Way in favor of Oklahoma Natural Gas recorded in Book 196, Page 127.
- Right of Way in favor of Oklahoma Natural Gas Company recorded in Book 351, Page 37.
- Easement in favor of Cities Services Gas Company recorded in Book 407, Page 290.
- Report of Commissioners recorded in Book 415, Page 324.
- Report of Commissioners in favor of ONG Western, Inc. recorded in Book 488 Page 142.
- Right-of-Way Easement in favor of Avalon Exploration, Inc. recorded in Book 2103 Page 64.
- Pipeline Right-of-Way Easement in favor of Avalon Exploration, Inc. recorded in Book 2103 Page 69.
- Pipeline Right-of-Way Easement in favor of Superior Pipeline Company, L.L.C. recorded in Book 2162 Page 238.
- Surface and Underground Storage Easement and Right of Way Agreement in favor of ONEOK Gas Storage, L.L.C. recorded Book 2375 Page 111.
- Easement in favor of Cimarron Electric Cooperative recorded in Book 3078 Page 453.
- Gas Storage Agreement recorded in Book 198, Page 446.
- Gas Storage Agreement recorded in Book 198, Page 450.
- Gas Storage Agreement recorded in Book 198, Page 452.
- Gas Storage Agreement recorded in Book 198, Page 454.
- Gas Storage Agreement recorded in Book 198, Page 455. (Copy not provided)
- Gas Storage Agreement recorded in Book 199, Page 273.
- Gas Storage Agreement recorded in Book 199, Page 329.
- Gas Storage Agreement recorded in Book 199, Page 331.
- Gas Storage Agreement recorded in Book 199, Page 333.
- Gas Storage Agreement recorded in Book 201, Page 240.
- Gas Storage Agreement recorded in Book 202, Page 149.
- Gas Storage Agreement recorded in Book 202, Page 151.
- Gas Storage Agreement recorded in Book 202, Page 153.
- Gas Storage Agreement recorded in Book 202, Page 155.
- Gas Storage Agreement recorded in Book 203, Page 483.
- Gas Storage Agreement recorded in Book 203, Page 486.
- Gas Storage Agreement recorded in Book 205, Page 348.
- Gas Storage Agreement recorded in Book 235, Page 130.
- Gas Storage Agreement recorded in Book 239, Page 381.

EXHIBIT C

OKLAHOMA REAL ESTATE COMMISSION
DISCLOSURE TO BUYER OF BROKERAGE DUTIES,
RESPONSIBILITIES AND SERVICES

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

- Buyer Brokerage Agreement Exchange Agreement
Contract of Sale of Real Estate Option 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. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
1. that a party or prospective party is willing to pay more or accept less than what is being offered,
2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
4. information specifically designated as confidential by a party unless such information is public.
g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

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

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

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

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

Buyer's Printed Name _____ Buyer's Signature _____

Buyer's Printed Name _____ Buyer's Signature _____

EXHIBIT C