

AGREEMENT TO PURCHASE

This Agreement is executed in connection with a public auction conducted on May 13, 2025 (“**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of BOKF, NA dba Bank of Arizona, as Trustee of the Patricia C. Arnell 1997 Revocable Trust (“**Seller**”).

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 and Legal Description 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**”).

This Agreement 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**”), as the high bidder at the Auction.

NOW, THEREFORE, it is hereby agreed:

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

Part of the SE/4 Sec. 27-T13S-R14E in Pima County, Arizona, as approximately depicted and legally described in **Exhibit A**, containing approximately 16.268± acres of land, together with the improvements and permanent fixtures on said land, being the parcel of real estate which is commonly known as 4491 East Fort Lowell Road and identified for property tax purposes as Parcel Number 110-04-337B;

provided, however, this offer does not include (and the term “Property” shall not be construed as including) any item or property interest that is excluded (or specified as not being included) according to any other provision of this Agreement.

2. **Additional Items.** If any additional item(s) of property or property interest(s) (other than the real estate comprising the Property) is/are specifically included with this purchase according to the express terms of this Agreement (“**Additional Items**”, whether one or more), such Additional Items shall not constitute part of the “Property” for purposes of this Agreement. However, upon the conveyance of the Property to Buyer at Closing, Buyer shall automatically acquire whatever interest Seller may have with respect to such Additional Items (“AS IS” and without any promise, representation or warranty as to the character or condition thereof or the nature or extent of Seller’s interest therein). Implied warranties of merchantability or fitness for any particular purpose are hereby disclaimed.

3. **Water Rights; Generally.** This purchase includes Seller’s interest with respect to any water rights that are appurtenant to the Property, including any such rights with respect to surface or subsurface water on, under, pumped from, or otherwise available or accessible to the Property, and including but not limited to the Water Permits (defined below). Seller has not obtained and has no obligation to provide any title insurance, water opinion or other title evidence with respect to water rights, and no promise, representation or warranty is or will be made as to the existence, volume or value of any particular water rights or the nature or extent of Seller’s interest therein.

4. **Water Permits.** This purchase includes Seller’s interest with respect to the Arizona Department of Water Resources groundwater rights/permits identified in the table below (collectively, “**Water Permits**”), which are to be transferred to Buyer in accordance with Section 18 below.

Type of Right	Right / Permit No.	Location	Allotment
Irrigation Use	58-160065.0003	SE 27 13.0S 14.0E	62.50 AF
Type 2 Non-Irrigation GFR	58-102237-0001	NW SE SE 27 T13S R14E	6 AF

5. **Minerals.** This purchase includes Seller’s interest with respect to any minerals under the surface of and/or that may be produced from the land comprising the Property and any rights appurtenant thereto. Seller has not obtained and has no obligation to provide any title insurance, title opinion or other title evidence with respect to any minerals, and no promise, warranty or representation is or will be made as to the existence or value of any minerals or the nature or extent of Seller’s interest therein.

6. **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 at the Auction plus a Buyer’s Premium equal to four percent (4.0%) of said bid amount. Prior to the Closing,

Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Escrow Agent.

7. **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 **Stewart Title & Trust of Tucson, 3939 E. Broadway Blvd., Tucson, AZ 85711 (Tel: 520-327-7373)**. This purchase agreement shall serve as escrow instructions to the Escrow Agent.

8. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the “**Conveyance Requirements**”): (a) that Buyer has received the Final Title Commitment in accordance with the provisions of this Agreement; (b) that Seller is able to satisfy the requirements of the Final Title Commitment for the issuance of a standard coverage ALTA owner’s title insurance policy, other than a Buyer-Related Requirement; (c) that Seller is able to convey fee simple title to the Property, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception; and (d) that Seller is able to deliver possession of the Property in accordance with the provisions of this Agreement. “**Liens**” refers to, collectively, any mortgage, deed of trust, judgment lien and/or other monetary obligation attaching as a lien against the Property other than a lien for property taxes and/or assessments not yet due and payable. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of a condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the Targeted Closing Date stated in Section 20 below. Any such non-conformity shall be deemed cured if the Escrow Agent and/or Seller provides evidence that such non-conformity has been or will be paid, satisfied, removed, released, or otherwise cured prior to or in connection with the Closing. 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.

9. **2013 Survey.** Buyer acknowledges that a survey prepared by RICK Engineering Company dated November 7, 2013 and recorded on November 8, 2013 as Sequence 20133120678 (“**2013 Survey**”) has been posted to the auction website and that printed copies were made available to review at the Auction site prior to and during bidding. Buyer accepts all matters affecting the Property that are shown, identified, and/or referenced in the 2013 Survey and Buyer agrees to acquire the Property at Closing subject to and notwithstanding all such matters.

10. **Post-Auction Survey.** It is expected that the Property will be conveyed using the existing legal description, without obtaining a new post-auction survey. In any event, a new post-auction survey of the Property shall be obtained prior to closing if and only if: (a) the official(s) responsible for recording the deed will not accept the conveyance for recording without a new survey; or (b) Seller elects to obtain a new survey for any other reason in Seller’s sole discretion. If a survey is obtained in accordance with the provisions of this Section: (i) the survey shall be ordered by the Auction Company; (ii) the survey shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by Seller; and (iii) the survey shall identify the perimeter boundaries of the surveyed land, but a more detailed ALTA survey shall not be required or obtained unless otherwise agreed by Seller in its sole discretion. The cost of any survey obtained in accordance with the provisions of this Section (“**Survey**”) shall be shared equally (50:50) by Seller and Buyer.

11. **Preliminary Title Evidence.** The term “**Preliminary Title Evidence**” collectively refers to the preliminary title insurance schedules prepared by Stewart Title & Trust of Tucson and identified by reference to “File Number 2601298” dated April 11, 2025, together with copies of the recorded documents listed as exceptions therein. Buyer acknowledges that the Preliminary Title Evidence has been posted to the auction website (with hyperlinks to the recorded documents identified therein) and that printed copies of the Preliminary Title Evidence (with printed copies of the recorded documents) were made available to review at the Auction site prior to and during bidding. Buyer agrees to purchase and acquire the Property subject to and notwithstanding all matters disclosed, identified or listed in the Preliminary Title Evidence (except Liens, if any).

12. **Final Title Commitment.** As a condition precedent to Buyer’s obligation to acquire the Property at Closing, Seller shall furnish (and Buyer has the right to receive) a commitment, dated after the Auction, for the issuance of a

standard coverage ALTA owner's title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception ("**Final Title Commitment**"). Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions (including survey exceptions); (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to minerals and/or water rights; (d) any specific or general exception that appears in the Schedule B-II provided with the Preliminary Title Evidence; and/or (e) any other matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception. Seller shall pay any search fee or other cost of furnishing the Final Title Commitment if charged separately from the cost of issuing any title insurance policy.

13. **Title Insurance Costs.** If Buyer and/or Buyer's lender elect(s) to purchase title insurance, all costs of issuing any title insurance policy(ies) 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; provided, however, Seller shall give Buyer a credit at Closing against the purchase price equal to one-half (1/2) of the amount charged to Buyer for the owner's title insurance; provided, further, the amount of said credit shall not exceed one-half (1/2) of the cost of issuing a standard coverage owner's title insurance policy, and shall not include any portion of the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsement.

14. **Title Insurance Requirements.** If Buyer and/or Buyer's lender elect(s) to purchase title insurance, 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: (a) 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**"); (b) 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; and (c) 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.

15. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, any title insurance, and any survey subject to and notwithstanding the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible or apparent uses and easements; (c) any utilities and/or facilities serving the Property, whether or not visible or apparent; (d) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (e) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field line, ditch line, or other visible or apparent occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (f) any lien for Taxes not yet due and payable; (g) local ordinances and zoning laws; (h) building set back requirements; (i) any outstanding reservations, severances and/or other rights with respect to minerals and/or water rights; (j) any recorded oil and/or gas lease, whether active or not; (k) any environmental issues; (l) the provisions of this Agreement and any matter disclosed in this Agreement (including Addendum A); (m) easements, conditions, restrictions, reservations and/or other matters (except Liens, if any) appearing of record and disclosed, identified or listed as exceptions in the Preliminary Title Evidence; and (n) all matters (except Liens, if any) listed, disclosed, described, shown, identified, and/or referenced in the Preliminary Title Evidence and/or 2013 Survey, whether or not referring to a recorded instrument.

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

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

18. **Transfer of Water Permits; Water Use Reports and Fees.** At Closing, Buyer and Seller shall execute and deliver any documents required for the transfer the Water Permits (and associated well) to Buyer, including the applicable Notification of Change of Ownership forms of the Arizona Department of Water Resources (ADWR). After Closing, Buyer shall be responsible for finalizing and/or perfecting the transfer of the Water Permits (and associated

well) in accordance with the rules and requirements of the ADWR. Buyer shall pay all fees and expenses required to be paid in connection with such transfers. Buyer shall assume the obligation to file and pay all ADWR water use reports and fees due after Closing, including water use reports and fees due in 2026 for the calendar year 2025. Such assumption shall be effective automatically upon the completion of Closing, with or without a separate instrument of assumption.

19. **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 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) 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 Conveyance Requirements).

20. **Closing.** 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 ("**Closing**") shall be scheduled and completed in accordance with this Section. It is anticipated that the Closing will be scheduled by mutual agreement and completed on or before June 27, 2025 ("**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 and (subject to Section 19 above) Buyer shall be obligated to close on the date specified in such notice if such date is not earlier than the Targeted Closing Date and at least seven (7) days after: (a) such notice has been sent; (b) the Survey (if applicable) has been completed; and (c) the Final Title Commitment has been completed. The Closing shall be held at and/or administered by and through the office of the Escrow Agent.

21. **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 Survey, if applicable; (d) the cost of preparing Seller's transfer documents, including the deed; (e) any sums due Auction Company in connection with this transaction; (f) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (g) any closing expense that is customarily charged to a seller and is not specifically charged to Buyer in this Agreement.

22. **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; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the Survey, if applicable; (d) if Buyer elects to purchase title insurance, the cost of issuing a standard coverage owner's title insurance policy (to be partially offset by a credit from Seller in accordance with Section 13 above); (e) the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements requested by Buyer or Buyer's lender; (f) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (g) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (h) any other expense that is not allocated to Seller according to the terms of this Agreement.

23. **Prorated Taxes.** General 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. (As used herein, the term "**Taxes**" does not refer to or include ADWR water withdrawal or use fees.) "**Seller's Taxes**" refers to 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 (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. 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), and the amount thus estimated shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing. Buyer shall then pay all Taxes due after Closing to the extent attributed to the Property.

24. **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.

25. Character, Condition and Suitability of Property; AS IS; No Warranties; Special Disclosures.

(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 chosen to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to acquire the Property "AS IS". 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, as a condition of this Agreement. **THE PROPERTY IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**

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

(c) Without limiting the foregoing provisions and disclaimers, Seller and Auction Company make (and Buyer hereby acknowledges) the following disclosures of certain known defects and/or conditions:

- Hot water tanks not functioning
- Irrigation system has had numerous leaks
- Numerous irrigation sprinkler heads not functional
- Pool pump and heater equipment is not functional
- Pond fountain pump is not functional
- Functional status of heating & cooling units is unknown
- There is evidence of a prior roof leak in one of the upstairs bedrooms, around an exterior window
- The primary residence has 6 bedrooms and 6 bathrooms (conflicting information may have been seen on internet listing websites)
- U.S. Postal Service Delivery is via cluster mailbox
- Property is located within 500 year FEMA Floodplain
- Pima County "Creekside Wash" crosses the existing driveway
- Property is zoned "SR" - Suburban Ranch (some conflicting zoning information may have been seen on internet listing websites)
- There may be engineering challenges for any prospective rezoning or redevelopment, including the configuration of the access drive and the "Creekside Wash" which crosses the drive
- The access drive is shared with certain adjoining parcels (see prelim. title exceptions #28 & #29), but there is no recorded road maintenance agreement
- Portions of the far north boundary of the property appear to be used from time to time by members of the public as a walking path

26. Remedies; Buyer Default. The term "**Buyer Default**" refers to nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement, including nonpayment (or ineffective or defective payment) of the Earnest Money in accordance with the provisions of this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller's damages would be uncertain and difficult to ascertain and that 10% of the Purchase Price is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees), including but not limited to Seller's estimated losses due to: (i) out-of-pocket expenses incurred in connection with the Auction and/or anticipated expenses of resale; (ii) market changes after the Auction; (iii) losses, expenses, lost profits, lost opportunities and/or other consequential damages during Seller's unintended prolonged ownership and operation of the Property; and/or (iv) diminution in value and/or marketability relating to noncompletion of a sale at public auction.

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to

any other recovery, all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy.

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

27. **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 8 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; and (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time and Buyer shall have no rights or claims under the Agreement and/or in law or equity.

28. **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, COUNTER-CLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

29. **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.

30. **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 that includes proof of delivery (such as overnight delivery via USPS, FedEx or UPS). A copy of any notice sent by either party (other than a notice sent by the Auction Company as the agent of Seller) shall be sent to the Auction Company via email to **Brent@schraderauction.com**. 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 Derek Vinyard, via email to: **dvinyard@bokf.com**

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

31. **Agency; Sales Fee.** Auction Company and its affiliated agents are acting solely on behalf of, and exclusively as agents for, the Seller. 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.

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 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.

33. **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.

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. This Agreement to Purchase and all exhibit(s) and/or addendum(s) incorporated herein shall be read and construed together as a harmonious whole. However, if any provision of Addendum B (Seller’s Addendum) is incompatible with any other provision of this Agreement, the provisions of Addendum B shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® 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. (MST) on Tuesday, May 20, 2025. Delivery of the Signature Page with Seller’s signature(s) (including delivery via electronic transmission as described above) to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Seller.

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

[Signature Page]

IN WITNESS WHEREOF, Buyer offers to purchase the Property (as defined in Section 1 above), being the real estate in Pima County, Arizona which is approximately depicted and legally described in **Exhibit A**, containing approximately 16.268± acres of land, together with improvements and permanent fixtures on said land, being the parcel of real estate which is commonly known as 4491 East Fort Lowell Road and identified for property tax purposes as Parcel Number 110-04-337B, all in accordance with and subject to the terms and conditions of this Agreement and for the Purchase Price written below.

Bid Amount: \$ _____

4% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____ (pay to "Stewart Title & Trust of Tucson")

SIGNATURE OF BUYER: This Agreement is executed and delivered by the undersigned, as Buyer for purposes of this Agreement, on this 13th day of May, 2025:

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

Signature(s) of Buyer(s) or agent signing on behalf of Buyer(s)

If signing as an agent:

Printed name of signor/agent: _____

Signing capacity: ☐ authorized officer of corp. ☐ authorized member/manager of LLC ☐ Power of Attorney
☐ other (specify): _____

 (Buyer's Address)

 (City, State, Zip)

 (Buyer's Telephone Number)

 (Buyer's Email Address)

 (Buyer's Lender, if any)

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

ACCEPTED BY SELLER on the _____ day of May, 2025:

Signing as Trustee of the Patricia C. Arnell 1997 Revocable Trust:

BOKF, NA dba Bank of Arizona

By its duly authorized officer:

 (Derek Vinyard, VP/Trust Officer)

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

Stewart Title & Trust of Tucson

Date Received: _____

By: _____

Print: _____

EXHIBIT A

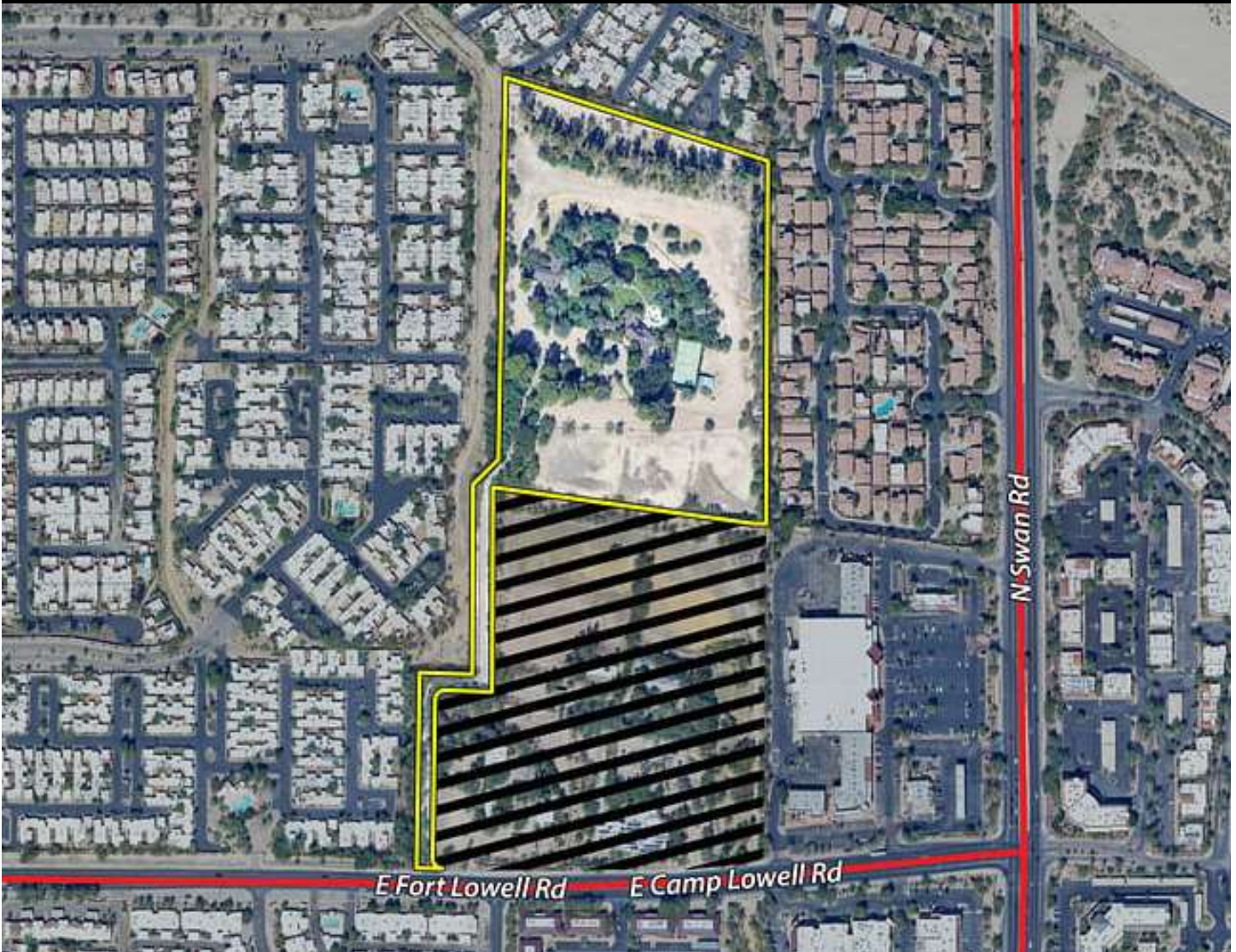
Auction Tract Map & Legal Description

Buyer(s): _____

Seller: _____

Auction Date: 5/13/2025

Approximate depiction of auction property in Pima County, Arizona



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

Legal Description:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE QUARTER CORNER OF SAID SECITON 27 AS MONUMENTED BY A 2 INCH BRASS DISC IN A STREET WELL STAMPED "RLS 12214";

THENCE SOUTH 89°48'08" EAST 1145.30 FEET UPON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 27;

THENCE NORTH 00°01'03" WEST 30.00 FEET TO THE **POINT OF BEGINNING** AT THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED AND DESCRIBED AS PARCEL 3 IN THE DEED RECORDED IN DOCKET 10665 AT PAGE 435, RECORDS OF THE PIMA COUNTY RECORDER, SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF FORT LOWELL ROAD, SAID RIGHT OF WAY LINE BEING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 89°48'08" WEST 15.00 FEET UPON SAID NORTH RIGHT OF WAY LINE AND UPON THE SOUTH LINE OF SAID PARCEL TO THE SOUTHWEST CORNER THEREOF, MONUMENTED BY A HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479;

THENCE NORTH 00°01'40" WEST 493.46 FEET UPON THE WEST LINE OF SAID PARCEL AND THE NORTHERLY PROLONGATION THEREOF, SAID WEST LINE BEING COINCIDENT WITH THE EAST LINE OF "COMMON AREA A" AS SHOWN ON THE AMENDED PLAT OF LAZY CREEK I, A SUBDIVISION OF PIMA COUNTY RECORDED IN BOOK 34 OF MAPS AND PLATS AT PAGE 37, TO AN ANGLE POINT IN THE SOUTH LINE OF THAT PARCEL CONVEYED AND DESCRIBED IN THE WARRANTY DEED RECORDED IN DOCKET 10469 AT PAGE 1019 AND ALSO BEING AN ANGLE POINT IN THE BOUNDARY OF THAT PARCEL CONVEYED AND DESCRIBED IN THE WARRANTY DEED RECORDED IN DOCKET 6593 AT PAGE 177, MONUMENTED BY A HALF INCH REBAR WITH IDENTIFICATION TAG, RLS 26929;

THENCE SOUTH 88°55'21" EAST 132.74 FEET UPON THE LINE COMMON TO SAID PARCELS, TO ANOTHER ANGLE POINT, MONUMENTED BY ANOTHER HALF INCH REBAR WITH IDENTIFICATION TAG, RLS 26929;

THENCE NORTH 00°39'56" WEST 479.14 FEET UPON THE LINE COMMON TO SAID PARCELS AND THE CONTINUING WEST LINE OF SAID PARCEL RECORDED IN DOCKET 6593 AT PAGE 177, BEING COINCIDENT WITH THE EAST LINE OF THAT DRAINAGEWAY DEDICATED AND CONVEYED TO PIMA COUNTY BY THE PLAT OF LAZY CREEK II, A SUBDIVISION OF PIMA COUNTY RECORDED IN BOOK 35 OF PLATS AT PAGE 25 TO AN ANGLE POINT MONUMENTED BY A HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479;

THENCE NORTH 44°24'36" EAST 89.58 FEET UPON SAID WEST LINE OF THE PARCEL AND UPON SAID EAST LINE OF THE DRAINAGEWAY TO THE MOST NORTHERLY CORNER OF SAID PARCEL RECORDED IN DOCKET 6593 AT PAGE 177, MONUMENTED BY ANOTHER HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479;

THENCE NORTH 00°09'14" EAST 964.70 FEET UPON THE EAST LINE OF SAID DRAINAGEWAY AND UPON THE EAST LINE OF THAT DRAINAGEWAY DEDICATED AND CONVEYED TO PIMA COUNTY BY THE PLAT OF CREEKSIDE, A SUBDIVISION OF PIMA COUNTY RECORDED IN BOOK 36 OF PLATS AT PAGE 27, TO THE SOUTHWEST CORNER OF THAT PARCEL CONVEYED AND DESCRIBED IN THE DEED RECORDED IN DOCKET 7250 AT PAGE 1293, MONUMENTED BY ANOTHER HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479; . THENCE SOUTH 73°17'14" EAST 694.60 FEET UPON THE SOUTHWEST LINE OF SAID PARCEL TO THE WEST LINE OF HACIENDA DEL RIO, A SUBDIVISION OF PIMA COUNTY RECORDED IN BOOK 51 OF MAPS AND PLATS AT PAGE 45, MONUMENTED BY ANOTHER HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479;

THENCE SOUTH 00°36'56" EAST 520.18 FEET UPON SAID WEST LINE TO AN ANGLE POINT IN SAID WEST LINE;

THENCE SOUTH 00°45'22" EAST 395.68 FEET UPON SAID WEST LINE TO ANOTHER ANGLE POINT IN SAID WEST LINE , MONUMENTED BY ANOTHER HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479;

THENCE SOUTH 89°43'04" WEST 30.56 FEET UPON SAID WEST LINE AND THE WESTERLY PROLONGATION THEREOF AND UPON THE NORTH LINE OF THAT PARCEL CONVEYED AND DESCRIBED AS PARCEL 2 IN THE WARRANTY DEED RECORDED IN DOCKET 10628 AT PAGE 898 TO AN ANGLE POINT IN THE SAID NORTH LINE OF PARCEL 2 , MONUMENTED BY A 5/8 INCH REBAR IN CONCRETE WITH NO IDENTIFICATION TAG;

THENCE NORTH 83°01'27" WEST 665.55 FEET UPON THE NORTH LINE OF SAID PARCEL 2 AND THE NORTH LINE OF THAT PARCEL CONVEYED AND DESCRIBED AS PARCEL 1 IN SAID WARRANTY DEED RECORDED IN DOCKET 10628 AT PAGE 898 TO THE NORTHWEST CORNER THEREOF, MONUMENTED BY A HALF INCH REBAR WITH IDENTIFICATION TAG, LS 9432;

THENCE SOUTH 00°41'00" EAST 494.20 FEET UPON THE WEST LINE OF SAID PARCEL CONVEYED AND DESCRIBED AS PARCEL 1, SAID LINE ALSO BEING THE EAST LINE OF THAT PREVIOUSLY NOTED PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED IN DOCKET 6593 AT PAGE 177 TO THE SOUTHEAST CORNER PREVIOUSLY NOTED PARCEL, MONUMENTED BY ANOTHER HALF INCH REBAR WITH IDENTIFICATION TAG, LS 9432;

THENCE CONTINUE SOUTH 00°41'00" EAST 21.99 FEET UPON THE WEST LINE OF SAID PARCEL CONVEYED AND DESCRIBED AS PARCEL 1 TO A HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479;

THENCE, DEPARTING SAID WEST LINE, NORTH 88°55'21" WEST 117.98 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY, MONUMENTED BY A HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479;

THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°06'19", FOR AN ARC DISTANCE OF 39.75 FEET TO A TANGENT LINE, MONUMENTED BY ANOTHER HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479, SAID LINE BEING 25.00 FEET EASTERLY OF AND PARALLEL WITH THE EAST LINE OF THAT PRIOR NOTED PARCEL 3 AS CONVEYED AND DESCRIBED IN THE DEED RECORDED IN DOCKET 10665 AT PAGE 435;

THENCE SOUTH 00°01'40" EAST 400.20 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY, MONUMENTED BY ANOTHER HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479;

THENCE SOUTHEASTERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°46'28", FOR AN ARC DISTANCE OF 39.17 FEET TO A POINT OF CUSP ON THE TANGENT NORTH RIGHT OF WAY LINE OF SAID FORT LOWELL ROAD, MONUMENTED BY ANOTHER HALF INCH REBAR WITH IDENTIFICATION TAG, LS 17479;

THENCE NORTH 89°48'08" WEST 49.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 708,617 SQUARE FEET OR 16.268 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 27 AS MONUMENTED BY SAID 2 INCH BRASS DISC IN A STREET WELL STAMPED "RLS 12214" AT THE SOUTH ONE QUARTER CORNER OF SECTION 27 AND BY A 2 INCH BRASS DISC STAMPED "RLS 23956" AT THE SOUTHEAST CORNER OF SAID SECTION 27; SAID BEARING BEING: SOUTH 89°48'08" EAST.

Buyer(s): _____

Seller: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.
Auction Marketing Specialists Nationwide

Date: May 13, 2025

Owner: BOKF, NA dba Bank of Arizona, as Trustee of the Patricia C. Arnell 1997 Revocable Trust

Sale Manager: Brent Wellings

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

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. The auction property is approximately depicted and legally described in **Exhibit A** which is included in your Bidder's Packet.
3. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
4. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
5. The final top bid is subject to the Seller's acceptance or rejection. Seller's acceptance may be delivered at any time on or before Tuesday, May 20, 2025.

PART B - TERMS OF SALE OUTLINED:

6. A Buyer's Premium equal to 4% of the high bid amount will be charged to each Buyer and added to the bid amount to arrive at the purchase price.
7. 10% of the purchase price is due as an earnest money deposit at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the earnest money. The balance of the purchase price is due in cash at closing.
8. Closing will be scheduled in accordance with Section 20 of the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before June 27, 2025.
9. Delivery of title and possession shall be effective upon completion of the closing.

10. Closing costs and expenses will be allocated and paid in accordance with Sections 21 and 22 of the Agreement to Purchase.
11. Real estate taxes will be prorated to the date of closing in accordance with Section 23 of the Agreement to Purchase. Buyer will pay special assessments, if any, that are last payable without a penalty after the date of closing.
12. Prior to closing, Buyer will have the right to receive a Final Title Commitment in accordance with Section 12 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. However, Buyer will receive a credit at closing for one-half (1/2) of the cost of the owner's title insurance in accordance with Section 13 of the Agreement to Purchase.
13. Preliminary title insurance schedules dated April 11, 2025 have been prepared by Stewart Title & Trust of Tuscon and posted to the auction website (with hyperlinks to the recorded documents identified therein). Printed copies of the preliminary title insurance schedules are available to review in the auction display area, along with copies of the recorded documents which are listed as exceptions.
14. A 2013 survey prepared by RICK Engineering Company has been posted to the auction website and printed copies are available to review in the auction display area.
15. Buyer agrees to accept title and acquire the property subject to the Permitted Exceptions, as defined in Section 15 of the Agreement to Purchase, including but not limited to:
 - All recorded documents (including easements, certificates, restrictions, declarations, and agreements) listed as exceptions in the preliminary title insurance schedules;
 - All matters shown, identified, and/or referenced in the 2013 survey.
16. It is expected that the property will be conveyed using the existing legal description, without obtaining a new survey. In any event, a new survey shall be obtained if and only if obtained in accordance with Section 10 of the Agreement to Purchase. The cost of any such survey shall be shared equally (50:50) by Seller and Buyer.
17. 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.
18. The advertised acres are approximate and have been estimated based on the acres shown in the property tax records and existing legal description. 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 prepared before or after the auction.
19. Advertised square footages are approximations based on property tax records. No warranty or authoritative representation is made as to the area or size of any improvements.

20. The marketing materials include descriptions of certain water rights based on information from the Arizona Department of Water Resources (ADWR). However, no promise, representation or warranty is made as to the existence, volume or value of any particular water rights or the nature or extent of Seller's interest therein.
21. The "Water Permits" described in Section 4 of the Agreement to Purchase are to be transferred to Buyer in accordance with Section 18 of the Agreement to Purchase.
22. Buyer will assume the obligation to file and pay all ADWR water use reports and fees due after closing, including water use reports and fees due in 2026 for the calendar year 2025.
23. All appliances in the home (including refrigerator, washer and dryer) and all equipment related to the existing irrigation system will be included with the purchase of the real estate.
24. All items of personal property stored in the maintenance shed located behind the tennis court are specifically excluded from this sale. This includes tractors, mowers, lawn maintenance equipment and supplies, all of which are excluded from this sale.
25. An Information Booklet (as updated from time to time throughout the marketing period) has been posted to the auction website. The Information Booklet includes information obtained or derived from third-party sources, including the 2013 survey, topography map, flood map, ADWR / water rights information and annual reports, 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 disclaims any warranty or liability for the information provided.
26. Printed copies of an abridged Information Booklet are available to review in the auction display area (without the water rights information). Please refer to the auction website for the complete version: <https://www.schraderauction.com/auctions/9073>
27. The lead-based paint disclosure form is posted and shall be signed by the Buyer at the end of the auction.
28. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting any other provisions, the terms of sale include important disclaimers set forth in Section 25 of the Agreement to Purchase.
29. Without limiting any other provisions, please be aware of the special disclosures listed in Subsection 25(c) of the Agreement to Purchase and restated below:
 - a. Disclosure of defective or non-functioning items (hot water tanks, irrigation sprinkler heads, pool pump and heater equipment, pond fountain pump) and irrigation system leaks.
 - b. The functional status of the heating and cooling units is unknown.

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 dba Bank of Arizona, as Trustee of the Patricia C. Arnell 1997 Revocable Trust ("Seller"), pursuant to which Buyer has agreed to purchase from Seller the "Property" (as defined in the Agreement to Purchase), being the real estate in Pima County, Arizona which is commonly known as 4491 East Fort Lowell Road and identified for property tax purposes as Parcel Number 110-04-337B, and being the real estate put up for bids at the public auction conducted on behalf of Seller on May 13, 2025, 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 "Contract"). The terms of the Contract (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 Contract is executed by Seller, strictly in its fiduciary capacity, and said Seller shall have no liability whatsoever in its separate corporate &/or individual capacity on any agreement contained in the Contract.
2. Buyer acknowledges that Buyer is purchasing the Property in its present condition, "AS IS, WHERE IS", subject to any current leases, conservation agreements, zoning, restriction limitations, flooding, environmental conditions and/or latent, patent, known or unknown defects, if any. Buyer acknowledges that the risks assumed by the Buyer have been taken into account by Buyer in determining the purchase price Buyer is willing to pay for the Property.
3. Seller states that Seller has never occupied the subject Property and Seller makes no disclosures concerning the condition of the property. Buyer acknowledges that Seller and Seller's agents are making no representation or warranty, either express or implied, concerning the past or present condition of the Property or any improvements, components, fixtures, equipment or appliances in or on the Property.
4. The Buyer is urged to carefully inspect the Property and any improvements, components, fixtures, equipment or appliances in or on the Property and, if desired, to have it inspected by an expert. Buyer acknowledges that Buyer is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the Property. Buyer shall indemnify, defend and hold Seller harmless from any and all loss, cost, expense, damage, liability, mechanics' or materialmen's lien or claim of lien, action or cause of action, including without limitation reasonable attorneys' fees, arising from or relating to the Property, or the condition of the Property, as well as any and all inspections, studies, investigations or entries upon the Property by Buyer or its agents or representatives. This indemnity shall be unlimited in time and amount and such indemnity expressly survive closing or any termination of this Contract if no Closing occurs and this Contract is terminated.
5. It is agreed and understood that Buyer shall not have the right to assign this Contract to a third party without the Seller's prior written consent, which consent shall not be unreasonably withheld.
6. It will not be considered Default under the terms of the contract 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.
7. Notwithstanding any other provision of this Contract, Seller shall be obligated only to convey a merchantable title by SPECIALTY WARRANTY DEED, (and such affidavits, agreements and evidence of authority as reasonably required by the Title Company), as applicable, conveying to Buyer all of Seller's respective right, title and interest in the Property so as to enable Buyer to acquire the fee simple title in and to the Property, subject to, without limitation, all matters of record affecting title to the Property visible and apparent uses and easements, right of ways, restrictive covenants, current ad valorem

taxes, the Permitted Exceptions, as defined in the Contract, 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. This conveyance shall be made without warranty, express or implied.

8. This Contract 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 contract within ten (10) business days, Seller may cancel and terminate this contract by notice in writing to Buyer.
9. Buyer represents that Buyer is not a director, officer, employee, or a family member of a director, officer, or employee of BOK Financial, or any of its subsidiaries, nor is Buyer acting on behalf of any such officer, director, employee or family member.
10. Buyer represents that Buyer is not: (a) a person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through OF AC 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 OF AC or another department of the United States government, (b) Buyer is not acting on behalf of any such person, group, entity, or nation, and (c) Buyer is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation
11. If closing services are to be paid by Seller, Seller reserves the right to choose title, abstract, or other appropriate agents. Closing will not occur until proceeds are available to be paid to Seller in cash or immediately available funds. Seller reserves the right to conduct its portion of the closing via overnight mail and electronic transfer of funds.
12. Real estate taxes shall be prorated to the closing date based on the last available tax bill. All proration are final.
13. Any broker's commission due shall be earned and payable only if and when the sale of the Property is closed pursuant to the Contract. The rate of commission is as agreed in the listing agreement with broker and shall be paid by the closing agent as directed by Seller.
14. Seller's insurance shall be canceled upon closing of sale.
15. Buyer may not seek specific performance or any other legal or equitable remedies against Seller.
16. This Agreement, upon its execution by both parties, is made an integral part of the Contract. If there is any conflict between this Addendum and the attached Contract, this Addendum shall be considered the governing document and all other provisions of the Contract not in conflict with this Addendum shall remain in full force and effect.

Executed by Buyer on this 13th day of May, 2025 and by Seller on the date indicated below.

BUYER:

Signed: _____

Signed: _____

SELLER:

Signing as Trustee of the Patricia C. Arnell
1997 Revocable Trust:

BOKF, NA dba Bank of Arizona
By its duly authorized officer:

(Derek Vinyard, VP/Trust Officer)

Date: _____

- c. There is evidence of a prior roof leak in one of the upstairs bedrooms, around an exterior window.
 - d. The primary residence has 6 bedrooms and 6 bathrooms. (Conflicting information may have been seen on internet listing websites.)
 - e. U.S. Postal Service Delivery is via cluster mailbox.
 - f. The property is located within the 500 year FEMA Floodplain.
 - g. The Pima County "Creekside Wash" crosses the existing driveway.
 - h. The property is zoned "SR" - Suburban Ranch. (Some conflicting zoning information may have been seen on internet listing websites.)
 - i. There may be engineering challenges for any prospective rezoning or redevelopment, including the configuration of the access drive and "Creekside Wash" which crosses the drive.
 - j. The access drive is shared with certain adjoining parcels (see prelim. title exceptions #28 & #29), but there is no recorded road maintenance agreement.
 - k. Portions of the far north boundary of the property appear to be used from time to time by members of the public as a walking path.
30. At the close of the auction, the high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase, Exhibit A, this Addendum A, and Addendum B. The terms of these documents are non-negotiable.
31. The Seller has special requirements regarding the use of a power of attorney, as set forth below and on the Signature Page of the Agreement to Purchase.
- 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.
32. Schrader Real Estate and Auction Company, Inc. and its affiliated agents are exclusively the agents of the Seller and do not represent any Buyer.

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.