

AGREEMENT TO PURCHASE

This Agreement to Purchase is executed by the party(ies) signing as Buyer(s) (hereinafter “**Buyer**”, whether one or more) on the signature page of this Agreement to Purchase (“**Signature Page**”) in connection with a public auction conducted on July 30, 2025 (“**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of The First National Bank & Trust Co., as Trustee of the William S. Crittenden and Betty L. Crittenden Revocable Living Trust dated January 2, 2001 (“**Seller**”), with respect to certain property located in Garfield County, Oklahoma and put up for bids as six surface tracts (identified as Tracts 1 thru 6) and one mineral tract (identified as Tract 7), each of which is identified by tract number in Exhibit A.

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, Tract Descriptions & Survey Provisions included in each bidder’s packet as Exhibit A (“**Exhibit A**”); and (ii) the bid procedures and auction announcements included in each bidder’s packet as Addendum A (“**Addendum A**”).

Buyer is executing this Agreement as the high bidder at the Auction with respect to the particular auction tract(s) designated by the tract number(s) written on the Signature Page and identified by the same tract number(s) in Exhibit A (the “**Purchased Tracts**”, whether one or more).

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement.** This Agreement applies only to the Purchased Tracts designated on the Signature Page of this Agreement. Any provision of this Agreement that refers to a specific auction tract that is not one of the Purchased Tracts shall not apply unless and except to the extent such provision also pertains to or affects the sale and/or conveyance of one or more of the Purchased Tracts.

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

(a) If this purchase includes any of Tracts 1 - 6, the surface estate with respect to the particular land included with the Purchased Tracts designated on the Signature Page, as identified and approximately depicted in Exhibit A (“**Surface Estate**”); and

(b) If this purchase includes Tract 7, all of Seller’s interest in the Minerals (including Seller’s mineral interest and/or royalty interest) with respect to the land comprising the South Half of the Northeast Quarter of Section 29, Township 32 North, Range 6 West (which includes all the land comprising Tracts 1 - 6), in Garfield County, Oklahoma (“**Tract 7 Minerals**”).

As used throughout this Agreement, the term “**Minerals**” refers to the oil, gas and other minerals in and under and that may be produced from the land and all rights appurtenant to the ownership of such oil, gas and other minerals.

Notwithstanding any other provision: (i) Tracts 1 - 6 do not include any interest in Minerals; (ii) Tract 7 does not include any surface rights other than such rights to use the surface as are customarily included (and/or automatically included by operation of law) with a conveyance of minerals apart from the surface estate in Oklahoma; and (iii) Tracts 1 - 7 do not include (and are subject to) any interest owned by any other person or entity in the surface estate and/or the minerals with respect to the railroad corridor which is approximately depicted in Exhibit A.

3. **Purchase Price; Buyer’s Premium.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the purchase price on the Signature Page, being the amount of Buyer’s high bid for the Purchased Tracts plus a Buyer’s Premium equal to four percent (4.0%) of said bid amount; *provided, however,* the Purchase Price shall be adjusted in accordance with the provisions of Addendum A (based on surveyed acres) if applicable in accordance with the provisions of Addendum A. Prior to the Closing, Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Escrow Agent.

4. **Earnest Money; Escrow Agent.** Concurrently with Buyer’s execution of this Agreement, Buyer shall deliver an earnest money deposit (the “**Earnest Money**”) payable to the Escrow Agent in an amount equal to at least ten percent (10%) of the Purchase Price, to be held in escrow and applied to the Purchase Price at Closing. “**Escrow Agent**” refers to American Abstract Company of McClain County, Inc., 138 W. Main St, Purcell, OK 73080 (Tel: 405-527-7575).

5. **Purchase and Conveyance of Tract 7 Minerals.** If this purchase includes Tract 7, the following provisions shall apply with respect to the purchase and conveyance of the Tract 7 Minerals notwithstanding any other provision of this Agreement:

(a) The Tract 7 Minerals shall be conveyed to Buyer at Closing by a Quitclaim Mineral Deed to be furnished by Seller at Seller's expense; *provided, however*, if this purchase includes all seven auction tracts (Tracts 1 - 7) as a whole unit, the conveyance of the Tract 7 Minerals may be included in the Trustee's Deed conveying the Surface Estate to Buyer. In either case, the Tract 7 Minerals shall be conveyed in accordance with and subject to the provisions and conditions set forth in this Section 5.

(b) Seller's interest in the existing oil and gas lease, to the extent pertaining to the Tract 7 Minerals, including Seller's interest in all royalties, rents, bonuses and/or other payments due under such lease in respect of the Tract 7 Minerals ("**Mineral Payments**"), shall be assigned to Buyer, without any representation or warranty of any kind, and such assignment may be expressly included as part of the deed conveying the Tract 7 Minerals to Buyer; *provided, however*: (i) such assignment shall be effective automatically by virtue of the conveyance of the Tract 7 Minerals to Buyer, with or without a separate instrument of assignment and regardless of whether such assignment is expressly included as part of the deed; (ii) the effective date of the transfer of the Mineral Payments to Buyer ("**Transfer Date**") may be specified in the deed conveying the Tract 7 Minerals to Buyer; (iii) whether or not specified in the deed, the Transfer Date shall be the first day of the calendar month in which the Closing occurs if the Closing occurs on or before the 15th day of said month; (iv) if the Closing occurs after the 15th day of the calendar month in which the Closing occurs, the Transfer Date shall be the first day of the next calendar month; (v) all Mineral Payments accruing prior to the Transfer Date shall belong to Seller, whether paid before or after Closing; and (vi) all Mineral Payments accruing on or after the Transfer Date shall belong to Buyer.

(c) Buyer acknowledges (and represents and warrants to Seller) that, prior to bidding at the Auction, Buyer examined the title with respect to the Tract 7 Minerals to the full extent that Buyer deems necessary and appropriate. Buyer agrees to accept the title with respect to the Tract 7 Minerals AS IS, in its current condition. The conveyance of the Tract 7 Minerals to Buyer shall be made without any covenant or warranty of title of any kind, express or implied. No promise, representation or warranty is or will be made as to the condition, quality, quantity, usability, suitability, or mineability of the Tract 7 Minerals, or as to the value thereof, or as to the nature or extent of Seller's interest therein. The meaning of the terms "Property" and "Tract 7 Minerals", as used throughout this Agreement, shall exclude any interest in Minerals not currently owned by Seller.

(d) Seller has no obligation to provide any title search, abstract, title opinion, mineral ownership report, mineral title opinion, title insurance commitment, title insurance policy, or other evidence of title with respect to the Tract 7 Minerals ("**Mineral Title Evidence**"). If Buyer obtains or intends to obtain any Mineral Title Evidence: (i) Buyer shall be solely responsible for the costs of any such Mineral Title Evidence; (ii) the Closing shall not be conditioned upon or delayed for the delivery of any Mineral Title Evidence; (iii) Seller shall have no obligation with respect to any matter identified in the Mineral Title Evidence; and (iv) Buyer's obligation to acquire the Property at Closing shall not be contingent upon the delivery or review or approval of any Mineral Title Evidence.

6. **Delivery of Title and Possession (Tracts 1 - 6).** If this purchase includes any of Tracts 1 - 6: (i) the Surface Estate shall be conveyed to Buyer at Closing by a Trustee's Deed (subject to the Permitted Exceptions), to be furnished at Seller's expense; and (ii) possession of the Surface Estate shall be delivered to Buyer effective as of the completion of the Closing, subject to the Permitted Exceptions; *provided, however*, Buyer shall take possession subject to the rights of the current farm tenant for the remainder of the 2025 crop year.

7. **Surface Estate Conveyance Requirements (Tracts 1 - 6).** If this purchase includes any of Tracts 1 - 6, the following provisions shall apply with respect to the purchase and conveyance of the Surface Estate:

(a) Buyer's obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the "**Surface Estate Conveyance Requirements**"): (i) that Buyer has received the Final Title Commitment in accordance with the provisions of this Agreement 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 Surface Estate 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; (ii) that Seller is able to satisfy the requirements of the Final Title Commitment for the issuance of such standard coverage ALTA owner's title insurance policy (other than a Buyer Requirement); and (iii) that Seller is able to deliver possession of the Surface Estate 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 all or any part of the Property other than a lien for general property taxes and/or special assessments that are not yet due and payable.

(b) For purposes of this Agreement, the title to the Surface Estate shall be deemed sufficient and marketable if Seller is able to convey the Surface Estate in conformance with the Surface Estate Conveyance Requirements. If Seller is unable to convey the Surface Estate in conformance with the Surface Estate Conveyance Requirements, such inability shall constitute a failure of a condition (but not a Seller default), and either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*: (i) prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity; (ii) 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 14 below; and (iii) any such non-conformity shall be deemed cured if the Escrow Agent and/or Seller provides commercially reasonable evidence and/or assurance 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.

8. **Preliminary Title Evidence (Tracts 1 - 6).** If this purchase includes any of Tracts 1 - 6, Buyer acknowledges that the Preliminary Title Evidence has been made available at the Auction site for review by prospective bidders prior to and during bidding. The "**Preliminary Title Evidence**" collectively refers to and consists of the preliminary title insurance schedules prepared by American Abstract Company of McClain County, Inc. for Tracts 1 - 6 (dated July 16, 2025 and identified by reference to File # 20250830), together with copies of the recorded documents referenced therein. If this purchase includes any of Tracts 1 - 6, 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).

9. **Final Title Commitment (Tracts 1 - 6).** If this purchase includes any of Tracts 1 - 6 then, 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 Surface Estate 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**"). If this purchase includes any of Tracts 1 - 6, 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, mineral rights and/or water rights; (d) any specific or general exception that appears in the Schedule B, Part 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. The cost of furnishing the Final Title Commitment shall be charged to Seller.

10. **Title Insurance at Buyer's Expense (Tracts 1 - 6).** If this purchase includes any of Tracts 1 - 6, and if Buyer and/or Buyer's lender elect(s) to purchase title insurance: (a) all costs of issuing any title insurance policy shall be charged to Buyer, including title insurance premiums and the cost of any extended or special coverage, lender's coverage and/or title insurance endorsements; 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 Requirement**"); (ii) Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon the satisfaction of any Buyer 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 (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.

11. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title and possession (and if this purchase includes any of Tracts 1 - 6, Buyer agrees to accept the Final Title Commitment and any title insurance and/or 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 rights and/or potential rights regarding any existing and/or potential section line road or easement; (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, 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 general property taxes and/or special assessments that are not yet due and payable; (g) local ordinances and zoning laws; (h) any outstanding reservations, severances and/or other rights with respect to Minerals; (i) any recorded oil and/or gas lease, whether active or not; (j) the provisions of this Agreement and any matter disclosed in this Agreement (including Addendum A); (k) any easement and/or other matter appearing of record and listed, identified or described as an exception

in the Preliminary Title Evidence (except Liens, if any); (l) any interest owned by any other person or entity in the surface estate and/or the minerals with respect to the *railroad corridor* which is approximately depicted in Exhibit A; and (m) the rights of the current farm tenant for the remainder of the 2025 crop year.

12. **Survey.** A new post-Auction survey shall be obtained prior to Closing *if and only if*: (a) this purchase includes one or more of Tracts 1 - 6; and (b) such survey is obtained in accordance with the survey provisions set forth in **Exhibit A**. The cost of any survey obtained in accordance with the survey provisions set forth in Exhibit A (“**Survey**”) shall be shared equally (50:50) by Seller and Buyer.

13. **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 condition that Seller is able to convey the Surface Estate in conformance with the Surface Estate Conveyance Requirements if this purchase includes any of Tracts 1 - 6).

14. **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 **September 15, 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 only to the satisfaction of the conditions described in Section 13 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 7 days after: (a) such notice has been sent; (b) the Survey (if applicable) has been completed; and (c) the Final Title Commitment (if applicable) has been completed. The Closing shall be held at and/or administered by and through the office of the Escrow Agent.

15. **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 furnishing the Final Title Commitment (if this purchase includes any of Tracts 1 - 6); (e) the cost of preparing Seller’s transfer documents, including the deed; (f) the documentary stamp tax; (g) any sums due Auction Company in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any closing expense that is customarily charged to a seller and is not specifically charged to Buyer in this Agreement.

16. **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) the cost of issuing any title insurance policy, including title insurance premiums and the cost of any extended or special coverage, lender’s coverage and/or title insurance endorsements; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

17. **Taxes & Assessments.** General property taxes and any special assessments that are or may become a lien against all or any part of the Property (collectively, “**Taxes**”) shall be allocated and paid in accordance with this Section and, if applicable, Section 18 below. “**Seller’s Taxes**” refers to all such Taxes consisting of: (a) general property 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 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 18 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.

18. **Tax Parcel Split.** If this sale involves a tax parcel split then, in lieu of a credit to Buyer at Closing, Seller may elect instead to require collection of each party’s share of the estimated Parent Parcel Taxes at Closing, to be either held in escrow and applied towards payment of the Parent Parcel Taxes when billed after Closing or 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 all or any part of the Property acquired by Buyer *and other property*. 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 acquired by Buyer *and other property*, Buyer shall cooperate with the owner(s) of such other property to facilitate the allocation and timely payment of the balance due and Buyer shall pay the portion attributed to the Property acquired by Buyer. The extent to which any Taxes are attributed to any new tax 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).

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

(a) Buyer's obligations under this Agreement are not contingent upon the results of any post-Auction inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to the Auction. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has chosen to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to acquire the Property "AS IS". Buyer acknowledges that Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement. **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) water rights; (iv) environmental matters; (v) the availability or location of any utilities; (vi) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway permit for a private drive or field entrance); (vii) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (viii) the accuracy of any third party reports or materials provided in connection with this Agreement, the Auction and/or the marketing of the Property. 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.

20. 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).

(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.

21. 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 this purchase includes any of Tracts 1 - 6, and if Seller is unable to convey the Property in accordance with the Surface Estate Conveyance Requirements, such inability shall constitute a failure of a condition under Section 6 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.

22. **Remedies; General.** If this transaction fails to close then, notwithstanding any other provision, Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

23. **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.

24. **Notices.** Any notice given under this Agreement shall be in writing and in a form which clearly shows an intention to give notice under this Agreement. A notice given to a party under this Agreement shall be sent via email to the email address(es) provided with that party's notification address (as provided below); *provided, however*, if an email address is not provided with the party's notification address in this Agreement, such notice shall be sent via any commonly-used overnight delivery service (such as overnight delivery via USPS, FedEx or UPS) that includes proof of delivery. A copy of any notice sent by either party (other than a notice sent by the Auction Company as the agent of Seller) shall be sent to the Auction Company via email to **Brent@schraderauction.com**. 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: The First National Bank & Trust Co., ATTN: Adrian Talley, via email to: **atalley@bankfmbt.com**

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

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

26. **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.

27. **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.

28. **60 Okl. St. §121, et seq. (as amended eff. November 1, 2023).** Buyer covenants and warrants: (a) that Buyer is qualified to acquire title to land in the State of Oklahoma in accordance with state and federal law (including 60 Okl. St. §121, et seq., as amended effective November 1, 2023, *prohibiting certain land acquisitions by aliens either directly or indirectly through a business entity or trust*); (b) that Buyer is 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 13 above, that Buyer will at Closing) properly acquire the Property in compliance with the requirements of 60 Okl. St. §121, et seq. Any nonperformance or breach of (and/or Buyer's inability to perform or comply with) a covenant or warranty under this Section shall constitute a "Buyer Default" for purposes of Section 20 above.

29. **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. 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.

30. **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. (CDT) on **Thursday, July 31, 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 particular auction tract(s) designated below for the Purchase Price written below in accordance with and subject to the terms and conditions of this Agreement:

Tract(s) _____ as identified by reference to the same tract number(s) in **Exhibit A**, being one or more of the tracts in Garfield County, Oklahoma put up for bids at the Auction conducted on this date, and being the Purchased Tracts for purpose of this Agreement.

If the Tract(s) designated above include any of Tracts 1 - 6, such tract(s) include approximately _____ (±) acres of land, more or less, as approximately depicted in **Exhibit A**.

Bid Amount: \$ _____

4% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____

Pay Earnest Money to:
"American Abstract Company of
McClain County, Inc."

SIGNATURE OF BUYER: This Agreement is executed and delivered by the undersigned, constituting the "Buyer" for purposes of this Agreement, on this 30th day of July, 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.)

[By:]

Signature(s) of Buyer(s) and/or individual(s) signing on behalf of any Buyer-Entity

Printed Name(s) and Office/Capacity of individual(s) signing on behalf of a Buyer-Entity (if applicable)

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

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

(Deed To) (Buyer's Lender, if any)

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

Signing as Trustee of the William S. Crittenden and Betty L. Crittenden Revocable Living Trust dated January 2, 2001:

THE FIRST NATIONAL BANK & TRUST CO., by its duly authorized officer:

Sign: _____

Print: _____

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.

AMERICAN ABSTRACT COMPANY OF MCCLAIN COUNTY, INC.

Date Received: _____

By: _____

Print: _____

EXHIBIT A

Buyer(s): _____

Seller: _____

Auction Tract Map, Tract Descriptions & Survey Provisions

Auction Date: 7/30/2025

Approx. depiction of Auction Tracts in S 1/2 NE 1/4 Sec. 29-T23N-R6W in Garfield County, Oklahoma



Boundary lines and acreages depicted in the marketing materials and 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.

Tract Descriptions

Tracts 1 - 6: Each of Tracts 1 - 6 consists of the **surface estate only** with respect to the particular land that is identified by the same tract number in the auction tract map, above. *

Tract 7: Tract 7 consists of Seller's interest in the **Minerals** with respect to the land comprising the South Half of the Northeast Quarter of Section 29, Township 32 North, Range 6 West, in Garfield County, Oklahoma (which includes all the land comprising Tracts 1 - 6). *

* *Provided, however,* Tracts 1 - 7 do not include (and are subject to) any interest owned by any other person or entity in the surface estate and/or minerals with respect to the railroad corridor which is approximately depicted in the auction tract map, above.

Survey Provisions

For any purchase that includes any of **Tracts 1 - 6**, a new post-auction survey of all or any part(s) of the land to be conveyed at Closing shall be obtained *if and only if*: (a) the conveyance will involve the creation of a new parcel; or (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. Any survey of adjacent tracts purchased in combination will show the perimeter boundaries of the surveyed land but will not show interior tract boundaries.

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

Buyer(s): _____

Seller: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

Date: July 30, 2025

Owner: The First National Bank & Trust Co., as Trustee of the William S. Crittenden and Betty L. Crittenden Revocable Living Trust dated January 2, 2001

Sale Manager: Brent Wellings

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

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. The auction tract map is included in your Bidder's Packet as part of **Exhibit A**. The property included with each tract is identified by reference to the auction tract map, tract numbers, and tract descriptions shown in **Exhibit A** and the definitions in Section 2 of the Agreement to Purchase which is also in your Bidder's Packet.
3. Tracts 1 - 6 consist of the surface estate and Tract 7 consists of Seller's interest in the Minerals, as further described and defined in Section 2 of the Agreement to Purchase.
4. You may bid on any tract or combination of tracts or the entire property, except that Tract 6 is a "swing tract" and may be purchased only by an adjoining landowner or as part of a tract combination that includes any of Tracts 3, 4 and/or 5.
5. Bidding will remain open on individual tracts and combinations until the close of the auction. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
6. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
7. The final bid(s) is/are subject to Seller's acceptance or rejection. The final bid(s) may be accepted on the evening of the auction or any time the following day.

PART B - TERMS OF SALE OUTLINED:

8. 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.
9. 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.
10. Closing will be scheduled in accordance with Section 14 of the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before September 15, 2025.
11. Delivery of title and possession shall be effective upon the completion of closing; provided, however, as an update to the marketing materials, the Buyer(s) of Tracts 1 - 6 shall take possession subject to the rights of the current farm tenant for the remainder of the 2025 crop year. Seller is retaining all rights to the 2025 farm rent.
12. Closing costs and expenses will be allocated and paid in accordance with Sections 15 and 16 of the Agreement to Purchase.
13. Property taxes will be prorated to the date of closing in accordance with Sections 17 and 18 of the Agreement to Purchase. Buyer(s) will pay any special assessments that are last payable without a penalty after the date of closing.
14. With respect to **Tracts 1 - 6**:
 - a. Preliminary title insurance schedules dated July 16, 2025 have been prepared by American Abstract Company of McClain County and are available to review in the auction display area, along with copies of the recorded documents which are listed as exceptions.
 - b. Prior to closing, Buyer will have the right to receive a Final Title Commitment at Seller's expense in accordance with Section 9 of the Agreement to Purchase.
 - c. If Buyer elects to purchase title insurance, the cost of issuing any title insurance policy will be charged to Buyer.
15. The purchase and conveyance of the **Tract 7 Minerals** is and will be subject to the provisions of Section 5 of the Agreement to Purchase. Without limiting those provisions:
 - a. A "Cursory Mineral Ownership Report" dated July 16, 2025 has been prepared by Clark D. Rother and is available to review in the auction display area, along with copies of certain recorded documents which are included with the report.
 - b. Buyer agrees to accept the title to the Tract 7 Minerals AS IS, in its current condition. No promise, representation or warranty is or will be made as to the nature or extent of Seller's interest in any Minerals or as to the accuracy of the Cursory Mineral Ownership Report.

- c. Seller's rights under the existing oil and gas lease, including Seller's interest in all lease payments, will be assigned to Buyer in accordance with Subsection 5(b) of the Agreement to Purchase.
16. A new survey shall be obtained for any purchase if and only if: (a) such purchase includes one or more of Tracts 1 - 6; and (b) such survey is obtained in accordance with the survey provisions set forth in Exhibit A. The cost of any such survey shall be shared equally (50:50) by Seller and Buyer.
17. The advertised acre estimates (as shown in Exhibit A) are approximations based on: (a) the total acres shown in the county's property tax records; and (b) an approximate, provisional allocation between the potential new tracts. No warranty or authoritative representation is made as to the number of acres included with any tract or set of tracts.
18. If a new survey is obtained for any closing in accordance with the provisions of Exhibit A, the purchase price shall be adjusted proportionately to reflect any difference between the acre estimate(s) shown in Exhibit A and the gross acres shown in the survey; provided, however:
- a. The acre estimates shown in Exhibit A are not intended to include any part of the railroad corridor. If any survey obtained in accordance with Exhibit A shows any part of the railroad corridor as being a part of any auction tract(s) then, for purposes of calculating any purchase price adjustment, the "gross acres shown in the survey" shall not include any acres within the railroad corridor.
- b. If a survey is obtained for any purchase that includes Tract 7 combined with any of Tracts 1 - 6, any applicable adjustment to the purchase price shall be based solely on acres without allocating any value to the Tract 7 Minerals.
19. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
20. If a dispute arises prior to closing as to the location of any boundary, the Auction Company may (but need not) terminate the purchase contract by giving written notice of termination to Buyer, but only with the consent of Seller. Upon such termination, the earnest money will be returned to Buyer and the property may be re-sold free of any claim of Buyer. In lieu of consenting to such termination, Seller may elect instead to enforce the purchase contract according to its terms.
21. An Information Booklet has been posted to the auction website and printed copies are available to review in the auction display area. The Information Booklet includes information obtained or derived from third-party sources, including soil map, topography map, flood zone map, and property tax information. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided.

22. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting any other provisions, the terms of sale include important disclaimers set forth in Section 19 of the Agreement to Purchase.
23. As an update to the marketing materials (but without limiting Section 19 of the Agreement to Purchase), the Auction Company has been informed by a representative of the Town of North Enid that the Town's approval is required for access to the sanitary sewer line along the west boundary of Tracts 1 and 2.
24. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase, Exhibit A and this Addendum A. The terms of these documents are non-negotiable.
25. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction. Deeds shall be recorded in the order designated by the Seller.
26. Buyer agrees to the provisions of Section 28 of the Agreement to Purchase and warrants that Buyer is qualified to acquire the Property in accordance with Oklahoma laws regarding alien ownership of land.
27. Schrader Real Estate and Auction Company, Inc. and its affiliated agents are exclusively the agents of the Seller. Each Bidder's Packet includes the Oklahoma form of "Disclosure to Buyer of Brokerage Duties, Responsibilities and Services" which shall be signed by the Buyer and attached to the Agreement to Purchase.

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

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

OKLAHOMA REAL ESTATE COMMISSION

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

DISCLOSURE TO BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

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

- Buyer Brokerage Agreement
- Contract of Sale of Real Estate
- Other _____

1. DUTIES AND RESPONSIBILITIES. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
 - 1. receive all written offer and counteroffers;
 - 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 - 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
 - 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 - 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
- j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
- k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

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

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

4. CONFIRMATION OF DISCLOSURE OF DUTIES AND RESPONSIBILITIES. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

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

Buyer's Printed Name _____ Buyer's Signature _____

Buyer's Printed Name _____ Buyer's Signature _____