

AGREEMENT TO PURCHASE

This Agreement to Purchase is executed by the party(ies) signing as Buyer(s) (hereinafter “**Buyer**”, whether one or more) on the signature page of this Agreement to Purchase (“**Signature Page**”) in connection with a public auction conducted on March 31, 2026 (“**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of Seller with respect to certain real estate located in Woodward County, Oklahoma and put up for bids in twelve (12) separate tracts, each of which is approximately depicted and identified by tract number in Exhibit A.

“**Seller**” refers to Elizabeth Parsons, as Trustee of the Robert J. Kee and Suzanne R. Kee Family Revocable Trust (as to any/all tracts except Tract 6); *provided, however*, if this purchase includes any of Tracts 3, 4, 5, 6 and/or 7, “**Seller**” also includes Michael E. Kee and Vicky L. Kee.

The following documents are incorporated herein as integral parts hereof and, together with this Agreement to Purchase, are collectively referred to herein as this “**Agreement**”: (i) the Auction Tract Map included in each bidder’s packet as Exhibit A (“**Exhibit A**”); 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; Property.** In accordance with and subject to the terms of this Agreement, Buyer offers and agrees to purchase from Seller the surface estate with respect to the land comprising the Purchased Tracts, together with the buildings, improvements and permanent fixtures, if any, presently existing on said land and appurtenant to the surface estate (the “**Property**”); *provided, however*, this purchase shall not include (and the term “**Property**” shall be construed as excluding) any item or property interest that is excluded (or specified as not being included) according to any other provision of this 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. **Excluded Minerals; Mineral Rights.** All Minerals are excluded from this sale and shall be excluded from the conveyance of the Property to Buyer. “**Minerals**” refers to any and all oil, gas and other minerals (including but not limited to oil, gas, coal, coalbed methane, all other hydrocarbons, lignite, and all metallic minerals) under the surface of and/or that may be produced from the land comprising the Purchased Tracts, and all rights and fixtures appurtenant thereto. The term “**Property**” as used throughout this Agreement shall be interpreted to exclude all Minerals. Buyer agrees to acquire the Property subject to and notwithstanding all rights and existing agreements (including any existing leases, easements and/or surface use agreements) pertaining to the Minerals (collectively, “**Mineral Rights**”).

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*, if a Survey is obtained in accordance with Section 6 below, the Purchase Price shall be adjusted proportionately to reflect any difference between: (a) the total acre estimate(s) shown in Exhibit A for the Purchased Tracts; and (b) the gross acres shown in the Survey (plus the estimated acres shown in Exhibit A for any tract/s included with this purchase but not surveyed), *except* that no such adjustment shall be made if this purchase includes Tract 6. 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 First Republic Title, 824 Main St., Woodward, OK (Tel: 580-256-7349).

5. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the “**Conveyance Requirements**”): (a) that 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 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; (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 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 Taxes 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 14 below. Any such nonconformity 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 and/or released (as applicable) 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.

6. **Survey.** A new post-Auction survey of all or any part of the Property shall be obtained prior to Closing if and only if: (a) the conveyance of the Property will involve the creation of a new parcel; 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. The cost of any survey(s) obtained in accordance with the provisions of this Agreement ("**Survey**") shall be shared equally (50:50) by Seller and Buyer.

7. **Preliminary Title Evidence.** Buyer acknowledges that preliminary title evidence consisting of either preliminary title opinions prepared by Parsons Law Firm PLLC and/or preliminary title insurance schedules prepared by First Republic Title (collectively, the "**Preliminary Title Evidence**"), have been made available for review by prospective bidders prior to the auction (by request and/or via download from the auction website) and at the auction site prior to and during bidding. Buyer agrees to acquire the Property at Closing subject to and notwithstanding all matters affecting the Property that are listed, described or disclosed in the Preliminary Title Evidence (except Liens, if any).

8. **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, Mineral Rights and/or water rights; (d) any specific or general exception (except Liens, if any) that appears in 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.

9. **Title Insurance at Buyer's Expense.** 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.

10. **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) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field line, water 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; (e) any lien for Taxes not yet due and payable; (f) local ordinances and zoning laws; (g) any outstanding reservations, severances and/or other rights with respect to Minerals; (h) Mineral Rights and any matter pertaining to Mineral Rights; (i) any rights, obligations, restrictions and/or regulations pertaining to the use, impoundment, and/or appropriation of water pursuant to any law, ordinance, regulation or rule of any federal, state or local governmental agency, municipality or district; (j) the provisions of this Agreement and any matter disclosed in this Agreement (including Addendum A); and (k) any matter listed, described or disclosed in the Preliminary Title Evidence (except Liens, if any).

11. **Delivery of Title and Possession.** The Property shall be conveyed to Buyer at Closing by Warranty Deed (with customary trustee provisions, as applicable), subject to the Permitted Exceptions. The deed shall be furnished at Seller’s expense. Delivery of possession shall be effective upon completion of the Closing, subject to the Permitted Exceptions.

12. **New Waterline Easement (Tracts 5 & 6).** This Section applies if this purchase includes either Tract 5 or Tract 6 (but not both). If this Section applies, Tract 5 will be subject to a waterline easement for the benefit of Tract 6, as described in paragraph 27 of Addendum A, to be created in accordance with this Section. Such easement shall be created at or prior to Closing by grant and/or reservation in the deeds and/or pursuant to a separate instrument prepared by an attorney on behalf of the Seller. Buyer and Seller hereby agree to execute and record (and/or consent to the execution and recording of) such grant, reservation or other instrument. The easement shall be created within a 20-foot-wide easement corridor being 10-feet on either side of the existing rural water facilities located on Tract 5 and serving Tract 6 (“**Easement Facilities**”), said corridor to be established by the surveyor and shown and described in the applicable post-Auction surveys, and the cost of surveying the easement corridor shall be shared equally (50:50) between Seller and the Buyer of Tract 6; *provided, however*, notwithstanding the foregoing provisions, the easement will be a blanket easement on Tract 5 if Seller determines that it is not feasible to locate the Easement Facilities for the purpose of surveying an easement corridor. The terms of the easement shall allow for the non-exclusive use of the easement for the continued use, maintenance, repair and/or replacement of the Easement Facilities for the benefit of Tract 6 and the right of ingress and egress to and from the Easement Facilities, subject to all pre-existing rights and easements and existing improvements.

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 Property in conformance with the Conveyance Requirements).

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 **May 15, 2026** (“**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 provided 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 any) ordered in accordance with Section 6 above 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.

15. **Allocation of Purchase Price.** If it is necessary or appropriate to allocate the purchase price between separately owned portions of the Property for the purpose of administering the Closing, such allocation shall be determined solely by the Seller, and all parties agree to use an allocation provided by the Seller for such purposes.

16. **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; (e) the cost of preparing Seller’s transfer documents, including the deed; (f) the documentary stamp tax; (g) the 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.

17. **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.

18. **Taxes & Assessments.** General ad valorem real estate 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 19 below. "**Seller's Taxes**" refers to all such Taxes consisting of: (a) ad valorem 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 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 19 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.

19. **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 and other real estate. Any estimate of Parent Parcel Taxes shall be based on 100% of the amounts last billed for a calendar year. In any event, Buyer shall pay all Taxes due after Closing to the extent attributed to the Property and not paid via escrow or estimated prepayment. After Closing, if any Parent Parcel Taxes are billed as a lump sum with portions attributed to the Property and other real estate, Buyer shall cooperate with the owner(s) of the other real estate to facilitate the allocation and timely payment of the balance due and Buyer shall pay the portion attributed to the Property. The extent to which any Taxes are attributed to any new parcel resulting from a split shall be based on a split calculation provided by the appropriate property tax official (or, if an official split calculation is not available, based on an estimated split calculation using available assessment data).

20. **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". 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) water rights; (iv) environmental matters; (v) the availability, location or capacity 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 driveway 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.

21. **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, or failure to deliver all funds and execute all

documents required to complete the Closing on a Closing date scheduled in accordance with Section 14 above. 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, 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.

22. **Remedies; Seller Default.** The term "**Seller Default**" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; *provided, however*, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 5 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (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.

23. **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.**

24. **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.

25. **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: Elizabeth Parsons, via email to: **lizparsons12@gmail.com**; and
Michael & Vicky Kee, via email to: **vickykee55@gmail.com**

If to Buyer: The Buyer's email address provided on the Signature Page (or the Buyer's regular mail address provided on the Signature Page if no email address is provided).

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

27. **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.

28. **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.

29. **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 21 above.

30. **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.

31. **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, April 2, 2026**. 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.]

Bidder No.: _____

[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) _____, containing _____ (±) acres of land, more or less, as identified and approximately depicted by reference to the same tract number(s) in **Exhibit A**, being one or more of the tracts in Woodward County, Oklahoma put up for bids at the Auction conducted on this date, and being the Purchased Tracts for purpose of this Agreement.

Bid Amount: \$ _____

4% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____

Pay Earnest Money to:
"First Republic Title"

SIGNATURE OF BUYER: This Agreement is executed and delivered by the undersigned, constituting the "Buyer" for purposes of this Agreement, on this 31st day of March, 2026:

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 date(s) written below:

As to any/all tracts included with this purchase except Tract 6:

Signing as the duly authorized Trustee of the Robert J. Kee and Suzanne R. Kee Family Revocable Trust:

If this purchase includes any of Tracts 3, 4, 5, 6 &/or 7:

(Michael E. Kee) (date)

(Elizabeth Parsons) (date)

(Vicky L. Kee) (date)

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.

FIRST REPUBLIC TITLE

Date Received: _____

By: _____

Print: _____

EXHIBIT A

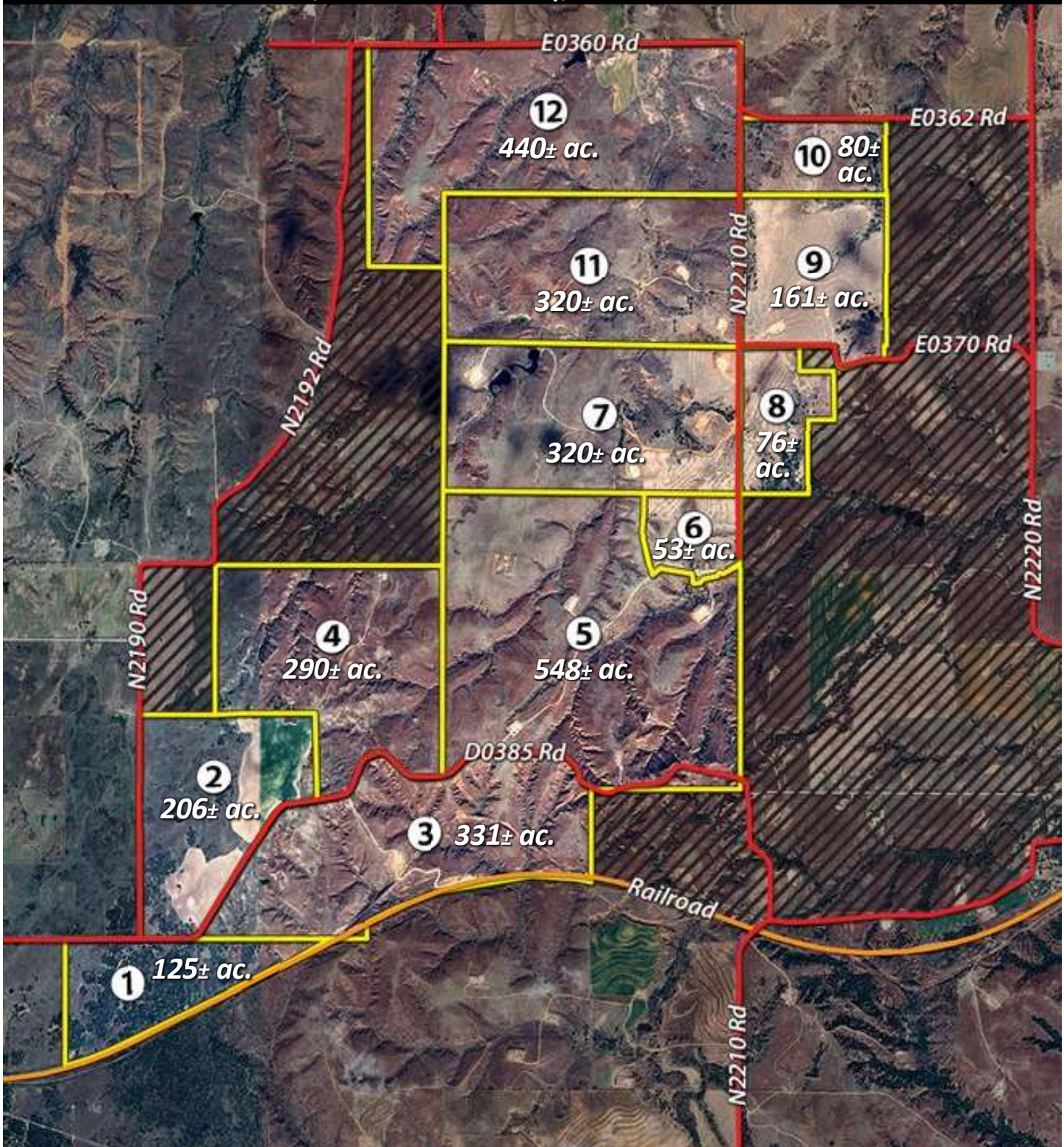
Buyer(s): _____

Seller(s): _____

Auction Tract Map

Auction Date: 3/31/2026

Approximate depiction of auction tracts in Sections 11, 12, 13, 14, 23, 24, 26 & 27 of T23N-R18W and Sections 7 & 18 of T23N-R17W, all in Woodward County, State of 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.

Buyer(s): _____

Seller(s): _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

Date: March 31, 2026

Owner: Elizabeth Parsons, as Trustee of the Robert J. Kee and Suzanne R. Kee Family Revocable Trust; and Michael E. Kee and Vicky L. Kee

(For any purchased tract or tract combination, "**Seller**" collectively refers to the applicable owner or owners, whether one or more.)

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**. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and combinations until the close of the auction.
3. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
4. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
5. The final bids are subject to the Seller's acceptance or rejection. Seller's acceptance may be delivered at any time on or before Thursday, April 2, 2026.

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 14 of the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before May 15, 2026. However, a later closing is to be expected if a survey is needed.

9. Delivery of title and possession shall be effective upon the completion of closing.
10. Closing costs and expenses will be allocated and paid in accordance with Sections 16 and 17 of the Agreement to Purchase.
11. Real estate taxes will be prorated to the date of closing in accordance with Sections 18 and 19 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 at Seller's expense in accordance with Section 8 of the Agreement to Purchase. If Buyer elects to purchase title insurance, the cost of issuing any title insurance policy will be charged to Buyer.
13. Preliminary title evidence has been posted to the auction website, and printed copies are available to review in the auction display area.
14. Buyer agrees to accept title and acquire the property subject to all easements and other Permitted Exceptions as defined in Section 10 of the Agreement to Purchase.
15. All tracts consist of the surface estate only. The conveyance to Buyer will exclude all Minerals, as defined in Section 2 of the Agreement to Purchase.
16. A new post-auction survey shall be obtained if and only if obtained in accordance with Section 6 of the Agreement to Purchase. The cost of any such survey shall be shared equally (50:50) by Seller and Buyer.
17. If a new survey is obtained for any closing in accordance with Section 6 of the Agreement to Purchase, the purchase price shall be adjusted proportionately (based on the surveyed acres) in accordance with Section 3 of the Agreement to Purchase; provided, however, no adjustment will be made for any purchase that includes Tract 6. Any applicable adjustment shall be based solely on acres, without allocating any value to any improvements (including the improvements on Tract 7).
18. The acre estimates shown in Exhibit A are approximations. No warranty or authoritative representation is made as to the number of gross acres or tillable included with any tract or set of tracts.
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. **Tract 2:** The green storage container on Tract 2 is excluded from the sale of the real estate.
22. **Tract 5:** The cross that is located along the southernmost portion of Tract 5 is owned by a local church and is excluded from the sale. The cross will be removed prior to closing.
23. **Tract 6:** The cattle panels located on Tract 6 and the Generac backup generator are included with the sale of Tract 6. The silencer squeeze chute and all household goods and miscellaneous items of personal property are excluded.
24. **Tract 6:** The Residential Property Condition Disclosure Statement Form for the home on Tract 6 is posted and shall be signed by the applicable Buyer at the end of the auction.
25. **Tract 7:** The overhead grain bins on Tract 7 are included with the sale of Tract 7. All household goods and miscellaneous items of personal property are excluded.
26. **Tract 7:** The Residential Property Condition Disclosure Statement Form and lead-based paint disclosure form for the home on Tract 7 are posted and shall be signed by the applicable Buyer at the end of the auction.
27. **Tracts 6 & 7:** Advertised square footages and dimensions are approximate. No warranty or authoritative representation is made as to the size or dimensions of any improvements.
28. **Tracts 5 & 6:** The rural water meter which currently serves the house located on Tract 6 is installed on the east side of the main entrance gate on Tract 5. The water line runs East and South of the driveway leading to Tract 6. If Tracts 5 & 6 are not sold together, Tract 5 will be subject to (and Tract 6 will have the benefit of) a new easement for the continued use, maintenance, repair and/or replacement of the existing water facilities located on Tract 5 and serving Tract 6. If applicable, the new easement will be created in accordance with Section 12 of the Agreement to Purchase.
29. **Tracts 6, 7 & 8:** There are livestock water tanks located on Tracts 7 & 8 which are served by a water line extending from Tract 6. If Tract 7 and/or Tract 8 is/are sold apart from Tract 6, the owner of Tract 6 will have no obligation to allow the continued use of the existing rural water supply for those tanks. If Tracts 6 and 8 are sold together but apart from Tract 7, the owner of Tract 7 will have no obligation to allow the continued use of the water line on Tract 7 to supply the tank(s) on Tract 8.
30. 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, topography and flood maps, FSA maps, property tax statements, and county assessor property record cards. 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.

31. 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 20 of the Agreement to Purchase.
32. By submitting a bid, you agree to the provisions of Section 29 of the Agreement to Purchase, and you warrant that you are qualified to acquire title to land under the Oklahoma Alien Ownership of Land statute.
33. 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.
34. 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.
35. Depending on the tract or combination involved, it may be necessary to allocate the purchase price between separately owned portions of the purchased tract(s) for the purpose of administering the closing. Any such allocation shall be determined solely by the Seller, and all parties agree to use an allocation provided by the Seller for such purposes.
36. 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 _____, 2026.

Buyer's Printed Name _____ Buyer's Signature _____

Buyer's Printed Name _____ Buyer's Signature _____

OKLAHOMA REAL ESTATE COMMISSION

APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Notice to Seller: Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., § 831 et seq.) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

Notice to Purchaser: The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

"Defect" means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property. 59 O.S. Section 832(9).

LOCATION OF SUBJECT PROPERTY 8 miles east of Mooreland and 2 miles north of Mooreland, OKla.

SELLER IS ☐ **IS NOT** ☒ **OCCUPYING THE SUBJECT PROPERTY.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/Services	Working	Not Working	Do Not Know If Working	None/ Not Included
Sprinkler System	N/A			
Swimming Pool	N/A			
Hot Tub/Spa	N/A			
Water Heater ☐ Electric ☒ Gas ☐ Solar	Good			
Water Purifier filter	Good			
Water Softener ☐ Leased ☐ Owned	N/A			
Sump Pump	N/A			
Plumbing	Good			
Whirlpool Tub	N/A			
Sewer System ☐ Public ☒ Private	Good			
If private, select type: ☐ Septic/Aerobic ☐ Septic/Lateral Lines ☐ Septic/Lagoon				
Air Conditioning System ☒ Electric ☐ Gas ☐ Heat Pump Type old	Good			
Window Air Conditioner(s)	N/A			
Attic Fan	N/A			
Fireplaces Gas	Good			
Heating System ☐ Electric ☒ Gas ☐ Heat Pump	N/A			
Humidifier	N/A			
Ceiling Fans 1	Good			
Gas Supply ☐ Public ☒ Propane ☐ Butane	Good			
Propane Tank ☐ Leased ☒ Owned				

Buyer's Initials _____ **Seller's Initials** _____ Initials are for acknowledgment purposes only

Appliances/Systems/Services	(Continued from page 1)	Working	Not Working	Do Not Know If Working	None/ Not Included
Electric Air Purifier		N/A			
Garage Door Opener		N/A			
Intercom		N/A			
Central Vacuum		N/A			
Security System ☐ Leased ☐ Owned ☐ Monitored ☐ Financed		N/A			
Smoke Detectors		Good			
Fire Suppression System Date of Last Inspection _____		N/A			
Dishwasher		Good			
Electrical Wiring		✓			
Garbage Disposal		N/A			
Gas Grill		N/A			
Vent Hood		✓			
Microwave Oven		✓			
Built-in Oven/Range		N/A			
Kitchen Stove <i>1 year old</i>		Good			
Trash Compactor		N/A			
Built-In Icemaker		N/A			
Solar Panels ☐ Leased ☐ Owned ☐ Financed		N/A			
Generators ☐ Leased ☒ Owned ☐ Financed <i>1 1/2 yrs old</i>					
Source of Household Water ☐ Public ☒ Well ☒ Private/Rural District		Good			

IF YOU ANSWERED Not Working to any items on pages 1 and 2, please explain. Attach additional pages with your signature.

--

Zoning and Historical

1. Property is zoned: (Check One) ☐ residential ☐ commercial ☐ historical ☐ office ☐ agricultural ☐ industrial
☐ urban conservation ☐ other ☐ unknown ☒ no zoning classification
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district?
☐ Yes ☒ No ☐ Unknown

Flood and Water

- | | Yes | No |
|---|-----|----|
| 3. Are you aware if the dwelling or improvements are located in a FEMA defined flood zone?
☐ Yes ☐ No ☒ Unknown
If yes, what type of flood zone? (check all that apply)
☐ 100-year flood zone ☐ 500-year flood zone ☐ floodway ☐ outside hazard area
Are you aware if the dwelling or improvements are located in a municipal or other government defined flood zone? ☐ Yes ☐ No ☒ Unknown If yes, what type of flood zone? _____ | | |
| 4. Are you aware if the dwelling or improvements are located in or adjacent to a regulated flood control reservoir (dam)? ☐ Yes ☒ No ☐ Unknown | | |
| 5. Are you aware of any flood insurance requirements concerning the property? | | ✓ |
| 6. Are you aware of any flood insurance on the property? | | ✓ |

Buyer's Initials _____

Seller's Initials *M K*

Initials are for acknowledgment purposes only

Flood and Water	Yes	No
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		☒
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		☒
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		☒
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		☒

Additions/Alterations/Repairs	Yes	No
11. Are you aware of any additions being made without required permits?		☒
12. Are you aware of any previous foundation repairs?		☒
13. Are you aware of any alterations or repairs having been made to correct defects?	☒	
14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?		☒
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?	☒	☐
16. Approximate age of roof covering, if known <u>2 months</u> number of layers, if known <u>1</u>		
17. Do you know of any current defects with the roof covering?		☒
18. Are you aware of treatment for termite or wood-destroying organism infestation? <u>Orkin Sprayed</u>	☒	
19. Are you aware of a termite bait system installed on the property? If yes, annual cost \$ <u>\$4085.00</u>	☒	
20. Are you aware of any damage caused by termites or wood-destroying organisms?		☒
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?		☒
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		☒
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		☒

Environmental	Yes	No
24. Are you aware of the presence of asbestos?		☒
25. Are you aware of the presence of radon gas?		☒
26. Have you tested for radon gas?		☒
27. Are you aware of the presence of lead-based paint?		☒
28. Have you tested for lead-based paint?		☒
29. Are you aware of any underground storage tanks on the property?		☒
30. Are you aware of the presence of a landfill on the property?		☒
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		☒
32. Are you aware of the existence of prior manufacturing of methamphetamine?		☒
33. Have you had the property inspected for mold?		☒
34. Are you aware of any remedial treatment for mold on the property?		☒
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?	☒	
36. Are you aware of any wells located on the property?	☒	
37. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? ☒ Yes ☐ No	☒	

Property Shared In Common, Easements, Homeowner's Associations and Legal	Yes	No
38. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?		☒

Buyer's Initials

Seller's Initials

M K

Initials are for acknowledgment purposes only

Property Shared In Common, Easements, Homeowner's Associations and Legal (Continued from page 3)	Yes	No
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		✓
40. Are you aware of encroachments affecting the property?		✓
41. Are you aware of a mandatory homeowner's association?		
Amount of dues \$ _____ Special Assessment \$ _____	N	A
Payable: (check one) ☐ monthly ☐ quarterly ☐ annually		
Are there unpaid dues or assessments for the property? ☐ YES ☐ NO		
If yes, what is the amount? \$ _____ Manager's Name _____		
Phone Number _____		
42. Are you aware of any zoning, building code or setback requirement violations?		✓
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		✓
44. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		✓
45. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?		✓
46. Is the property located in a fire district which requires payment?		✓
If yes, amount of fee \$ _____ Paid to Whom _____		
Payable: (check one) ☐ monthly ☐ quarterly ☐ annually		
47. Is the property located in a private utility district?	✓	
Check applicable ☒ Water ☒ Garbage ☒ Sewer ☒ Other		
If other, explain <u>In a rural area in which owner is responsible</u>		
Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)		

Miscellaneous	Yes	No
48. Are you aware of other defect(s) affecting the property not disclosed above?		✓
49. Are you aware of any other fees, leases, liens, dues or financed fixtures or improvements required on the property that you have not disclosed?		✓
50. Are you aware of any warranties covering the property, its fixtures, or improvements (foundation, roof shingles, etc.)? <u>Are warranted Spraying: Drkin and Roof</u>	✓	

If you answered YES to any of the items on pages 2-4, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property.

Pest Control: Drkin Guaranteed for 5 years
Roof: Erie Home did the roof guaranteed for 10 years

Buyer's Initials _____

Seller's Initials NK

Initials are for acknowledgment purposes only

PROPERTY IDENTIFIER Kee Ranch - Tract 6

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? ☐ YES ☐ NO If yes, how many? _____

Michael Kee
Seller's Signature

2-10-26
Date

Vicky Lynn Kee
Seller's Signature

2-10-26
Date

A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the Seller in the disclosure statement.

The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition. The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

Purchaser's Signature

Date

Purchaser's Signature

Date

The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are made available at the Oklahoma Real Estate Commission www.orec.ok.gov.

Buyer's Initials _____ Seller's Initials _____ Initials are for acknowledgment purposes only

OKLAHOMA REAL ESTATE COMMISSION

APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Notice to Seller: Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., § 831 et seq.) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

Notice to Purchaser: The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

"Defect" means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property. 59 O.S. Section 832(9).

LOCATION OF SUBJECT PROPERTY Located on Auction Tract 7, N/2, Section 13, 23N, 18W - Woodward County, OK

SELLER IS ☐ **IS NOT** ☒ **OCCUPYING THE SUBJECT PROPERTY.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/Services	Working	Not Working	Do Not Know if Working	None/ Not Included
Sprinkler System				✓
Swimming Pool				✓
Hot Tub/Spa				✓
Water Heater ☒ Electric ☐ Gas ☐ Solar			✓	
Water Purifier				✓
Water Softener ☐ Leased ☐ Owned				✓
Sump Pump				✓
Plumbing			✓	
Whirlpool Tub				✓
Sewer System ☐ Public ☐ Private If private, select type: ☐ Septic/Aerobic ☐ Septic/Lateral Lines ☒ Septic/Lagoon			✓	
Air Conditioning System ☐ Electric ☐ Gas ☐ Heat Pump				✓
Window Air Conditioner(s)	✓			
Attic Fan				✓
Fireplaces			✓	
Heating System ☒ Electric ☒ Gas ☐ Heat Pump			✓	
Humidifier				✓
Ceiling Fans	✓			
Gas Supply ☐ Public ☒ Propane ☐ Butane			✓	
Propane Tank ☐ Leased ☒ Owned			✓	

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Appliances/Systems/Services (Continued from page 1)	Working	Not Working	Do Not Know if Working	None/ Not Included
Electric Air Purifier				✓
Garage Door Opener				✓
Intercom				✓
Central Vacuum				✓
Security System ☐ Leased ☐ Owned ☐ Monitored ☐ Financed				✓
Smoke Detectors				✓
Fire Suppression System Date of Last Inspection _____				✓
Dishwasher			✓	
Electrical Wiring	✓			
Garbage Disposal			✓	
Gas Grill				✓
Vent Hood	✓			
Microwave Oven				✓
Built-in Oven/Range				✓
Kitchen Stove	✓			
Trash Compactor				✓
Built-In Icemaker				✓
Solar Panels ☐ Leased ☐ Owned ☐ Financed				✓
Generators ☐ Leased ☐ Owned ☐ Financed				✓
Source of Household Water ☐ Public ☒ Well ☐ Private/Rural District			✓	

IF YOU ANSWERED Not Working to any items on pages 1 and 2, please explain. Attach additional pages with your signature.

Zoning and Historical

1. Property is zoned: (Check One) ☐ residential ☐ commercial ☐ historical ☐ office ☐ agricultural ☐ industrial
☐ urban conservation ☐ other ☒ unknown ☐ no zoning classification
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district?
☐ Yes ☐ No ☒ Unknown

Flood and Water

	Yes	No
3. Are you aware if the dwelling or improvements are located in a FEMA defined flood zone? ☐ Yes ☐ No ☒ Unknown If yes, what type of flood zone? (check all that apply) ☐ 100-year flood zone ☐ 500-year flood zone ☐ floodway ☐ outside hazard area Are you aware if the dwelling or improvements are located in a municipal or other government defined flood zone? ☐ Yes ☐ No ☒ Unknown If yes, what type of flood zone? _____		
4. Are you aware if the dwelling or improvements are located in or adjacent to a regulated flood control reservoir (dam)? ☐ Yes ☐ No ☒ Unknown		
5. Are you aware of any flood insurance requirements concerning the property?		✓
6. Are you aware of any flood insurance on the property?		✓

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Flood and Water	Yes	No
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		✓
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		✓
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		✓
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		✓

Additions/Alterations/Repairs	Yes	No
11. Are you aware of any additions being made without required permits?		✓
12. Are you aware of any previous foundation repairs?		✓
13. Are you aware of any alterations or repairs having been made to correct defects?		✓
14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?		✓
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?		✓
16. Approximate age of roof covering, if known _____ number of layers, if known _____		
17. Do you know of any current defects with the roof covering?		✓
18. Are you aware of treatment for termite or wood-destroying organism infestation?		✓
19. Are you aware of a termite bait system installed on the property? If yes, annual cost \$ _____		✓
20. Are you aware of any damage caused by termites or wood-destroying organisms?		✓
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?		✓
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		✓
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		✓

Environmental	Yes	No
24. Are you aware of the presence of asbestos?		✓
25. Are you aware of the presence of radon gas?		✓
26. Have you tested for radon gas?		✓
27. Are you aware of the presence of lead-based paint?		✓
28. Have you tested for lead-based paint?		✓
29. Are you aware of any underground storage tanks on the property?		✓
30. Are you aware of the presence of a landfill on the property?		✓
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		✓
32. Are you aware of the existence of prior manufacturing of methamphetamine?		✓
33. Have you had the property inspected for mold?		✓
34. Are you aware of any remedial treatment for mold on the property?		✓
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?		✓
36. Are you aware of any wells located on the property?	✓	
37. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? ☐ Yes ☐ No		✓

Property Shared in Common, Easements, Homeowner's Associations and Legal	Yes	No
38. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?	✓	

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Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from page 3)	Yes	No
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?	✓	
40. Are you aware of encroachments affecting the property?		✓
41. Are you aware of a mandatory homeowner's association? Amount of dues \$ _____ Special Assessment \$ _____ Payable: (check one) ☐ monthly ☐ quarterly ☐ annually Are there unpaid dues or assessments for the property? ☐ YES ☒ NO If yes, what is the amount? \$ _____ Manager's Name _____ Phone Number _____		✓
42. Are you aware of any zoning, building code or setback requirement violations?		✓
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		✓
44. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?	✓	
45. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?		✓
46. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom _____ Payable: (check one) ☐ monthly ☐ quarterly ☐ annually		✓
47. Is the property located in a private utility district? Check applicable ☐ Water ☐ Garbage ☐ Sewer ☐ Other If other, explain _____ Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)		✓
Miscellaneous	Yes	No
48. Are you aware of other defect(s) affecting the property not disclosed above?		✓
49. Are you aware of any other fees, leases, liens, dues or financed fixtures or improvements required on the property that you have not disclosed?		✓
50. Are you aware of any warranties covering the property, its fixtures, or improvements (foundation, roof shingles, etc.)?		✓

If you answered YES to any of the items on pages 2-4, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property.

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On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? ☐ YES ☒ NO If yes, how many? _____

Elizabeth Parsons 3/26/26 _____
 Seller's Signature Date Seller's Signature Date

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OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: Located on Auction Tract 7 - N/2, Section 13, T23N, R18W - Woodward County, OK

Seller's Disclosure

a. Presence of lead-based paint and/or lead-based paint hazards (**initial (i) or (ii) below**):

i. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

ii.  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the seller (**initial (i) or (ii) below**):

i. _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

ii.  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

c. Purchaser has (**initial (i) or (ii) below**):

i. _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

ii. _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

d. _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

e. Purchaser has (**initial (i) or (ii) below**):

i. _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

ii. _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial or enter N/A if not applicable)

f.  Seller's agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

g. _____ Purchaser's agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance (only if the purchaser's agent receives compensation from the seller).

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Purchaser

Date

Seller

Date

Purchaser

Date

Seller

Date

Broker / Associate

Date

Broker / Associate

Date

*Elizabeth Parsons*dotloop verified
02/05/26 4:46 PM CST
UKBL-6F1Y-KMWX-X4OI*C. Brent Wellings*dotloop verified
02/05/26 4:28 PM CST
6BDE-1KMM-UPEZ-2HKE



Protect Your Family From Lead in Your Home



IMPORTANT! **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

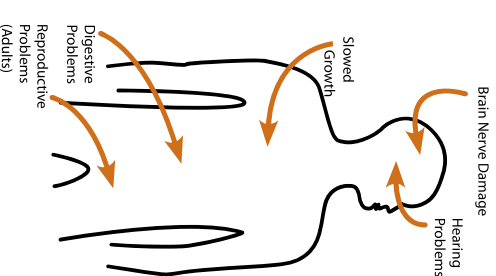
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.

- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

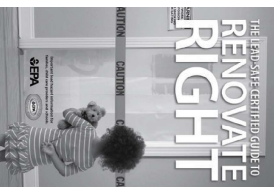
- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

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Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (IL-171)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

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