

## AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement to Purchase**”) is executed by the party(ies) signing as Buyer(s) (hereinafter “**Buyer**”, whether one or more) on the signature page of this Agreement to Purchase (the “**Signature Page**”) in connection with a public auction conducted on June 17, 2021 (the “**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of Candyce McCaslin and Kenneth W. Barraza as Trustees of the McCaslin-Barraza Revocable Living Trust u/d/t June 8, 2007, Victoria Fernandez, Manual Fernandez, Jr., Sarah Hilsendager and Jill H. Tyler as Trustees of James H. and Dolores M. Tyler Irrevocable Trust dated June 11, 2010, David B. Lang, John A. Lang III and Stephen T. Lang (collectively, “**Seller**”), with respect to certain real estate located in Canadian County, Oklahoma and put up for bids in nineteen (19) separate tracts, each of which is identified by tract number in Exhibit A.

The following documents are incorporated herein as integral parts hereof and, together with this Agreement to Purchase, are collectively referred to herein as this “**Agreement**”: (a) the auction tract maps included in each bidder’s packet as Exhibit A (“**Exhibit A**”); (b) the bid procedures and auction announcements included in each bidder’s packet as Exhibit B (“**Exhibit B**”); and (c) the Seller’s Addendum included in each bidder’s packet as Exhibit C (“**Exhibit C**”).

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.** Subject to the provisions of this Agreement, Buyer agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the surface rights with respect to the land comprising the Purchased Tracts (the “**Property**”); *provided, however*, notwithstanding the foregoing definition, the “**Property**” to be acquired by Buyer pursuant to this Agreement does not include any item or property interest that is excluded (or specified as not being included) according to the express terms of this Agreement. This Agreement applies only to the Purchased 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 that such provision also pertains to or affects the sale and/or conveyance of one or more of the Purchased Tracts.
2. **Exclusion of Minerals.** All oil, gas, coal, coalbed methane, other hydrocarbons, lignite, metallic minerals and other minerals of every kind and nature on, in and under the surface of (and/or that may be produced from) the land comprising the Property, together with all rights and property appurtenant thereto (collectively, “**Minerals**”), are excluded from this sale and shall be excluded from the conveyance of the Property to Buyer. The meaning of the term “**Property**” as used throughout this Agreement shall be interpreted to exclude all Minerals.
3. **Purchase Price; Buyer’s Premium.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the purchase price on the Signature Page, being the amount of Buyer’s high bid for the Purchased Tracts plus a Buyer’s Premium equal to four percent (4.0%) of the bid amount; *provided, however*, the Purchase Price shall be adjusted in accordance with the provisions of Exhibit B (based on surveyed acres) if applicable in accordance with the provisions of Exhibit B. Prior to the Closing, Buyer shall deliver Good Funds to the company or firm administering the Closing pursuant to Section 16 below (“**Closing Agent**”) in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Closing Agent.
4. **Earnest Money; Escrow Agent.** Concurrently with Buyer’s execution of this Agreement, Buyer shall deliver an earnest money deposit (the “**Earnest Money**”) payable to the Escrow Agent in an amount equal to at least ten percent (10%) of the Purchase Price, to be held in escrow and applied to the Purchase Price at Closing. “**Escrow Agent**” refers to American Abstract Company of McClain County, Inc., 138 West Main, Purcell, OK 73080 (Tel: 405-527-7575).
5. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the “**Conveyance Requirements**”): (a) that Seller is able to convey fee simple title to the Property, free and clear of any material encumbrance that does not constitute a Permitted Exception; (b) that Seller is able to deliver possession of the Property (subject to the Permitted Exceptions) at the required time as specified by the terms of this Agreement; (c) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement confirming that, upon satisfaction of the requirements set forth therein, the title insurance company will issue a standard coverage owner’s title insurance policy insuring fee simple

title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of any material encumbrance that does not constitute a Permitted Exception; and (d) that the Closing Agent has confirmed that all requirements for issuing such owner's title insurance policy have been or will be satisfied; *provided, however*, Buyer is responsible for satisfying (and Buyer's obligations are not contingent upon the satisfaction of) any title insurance requirement pertaining to the Buyer, the proposed insured and/or any obligation of the Buyer or proposed insured ("**Buyer-Related Requirement**"). For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the targeted Closing date stated in Section 16 below. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

6. **Survey.** A new post-Auction survey of all or any part(s) of the Property shall be obtained prior to Closing *if and only if*: (a) the conveyance of the Property will involve the creation of a new parcel which cannot be conveyed using existing legal description(s); 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 an agent of the Seller and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. Any survey of adjacent tracts purchased in combination will show the perimeter boundaries of the surveyed land but shall not show interior tract boundaries. The cost of any post-Auction survey(s) obtained in accordance with the provisions of this Agreement ("**Post-Auction Survey**") shall be shared equally (50:50) by Seller and Buyer.

7. **Preliminary Title Evidence.** Preliminary title insurance schedules prepared by American Abstract Company of McClain County, Inc. (the "**Preliminary Title Evidence**") have been made available for review by prospective bidders prior to the Auction (via the auction website) and at the Auction site prior to and during bidding, along with copies of the recorded documents listed therein as exceptions. Buyer agrees to acquire the Property at Closing subject to and notwithstanding all matters disclosed, identified or listed in the Preliminary Title Evidence (except Liens, if any). "**Liens**" refers to any mortgage, deed of trust, collateral assignment of rents, judgment lien and/or other monetary obligation attaching as a lien against the Property other than a lien for Taxes not yet due and payable.

8. **Final Title Commitment.** As a condition precedent to Buyer's obligation to acquire the Property at Closing, Buyer has the right to receive a commitment, furnished by Seller at Seller's expense, and dated after the Auction, for the issuance of an ALTA standard coverage owner's title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of any material encumbrance that does not constitute a Permitted Exception ("**Final Title Commitment**"). Buyer agrees to accept the Final Title Commitment notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to Minerals; and/or (d) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception.

9. **Title Insurance at Buyer's Expense.** If Buyer and/or Buyer's lender elect(s) to purchase title insurance, all costs of issuing any title insurance policy shall be charged to Buyer, including title insurance premiums and the cost of any extended or special coverage, lender's coverage and/or title insurance endorsements. Seller shall have no obligation with respect to (and Buyer's obligations are not contingent upon 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 title insurance policy as described in this Agreement.

10. **Title Insurance Requirements.** At or before Closing, Seller shall reasonably cooperate with respect to the satisfaction of the title company's requirements for issuing a standard coverage title insurance policy, as set forth in Schedule B-I of the Final Title Commitment; *provided, however*, Seller shall have no obligation with respect to (and Buyer's obligations are not contingent upon) the satisfaction of any requirement or condition that is contrary to or inconsistent with the provisions of this Agreement or the satisfaction of any Buyer-Related Requirement.

11. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, any title insurance and any survey subject to and notwithstanding the following matters (each a "**Permitted Exception**"; collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field

line, ditch line or other visible occupancy or occupancy line; (e) any lien for Taxes not yet due and payable; (f) local ordinances and zoning laws; (g) any outstanding reservations, severances and/or other rights with respect to Minerals; (h) any recorded oil and/or gas lease, whether active or not; (i) the provisions of this Agreement and any matter disclosed in this Agreement (including Exhibit B); (j) all environmental issues; and (k) all matters disclosed, identified or listed in the Preliminary Title Evidence (except Liens, if any).

12. **Delivery of Title and Possession.** Seller shall furnish at Seller's expense, and shall execute and deliver at Closing, a Special Warranty Deed limited to the time Seller was in title (with customary trustee provisions, as applicable) conveying the Property to Buyer, subject to the Permitted Exceptions and excluding all Minerals. Delivery of possession of the Property to Buyer shall be effective as of the completion of the Closing except as otherwise provided in Exhibit B.

13. **New Utility Easement(s).** If the Property will be affected by any new utility easement(s) to be created pursuant to the terms of Exhibit B, Buyer and Seller agree to execute and record (and/or consent to the execution and recording of) the instrument(s) creating such easement(s). The terms of the easement(s) shall allow for the non-exclusive use of the easement corridor(s) for the extension, installation, maintenance, repair and/or replacement of municipal and/or public utility lines and facilities for the delivery of utility services (including water, sewer, gas, cable, electric and communication services), subject to all pre-existing rights and easements and existing improvements, and subject to the reservation of rights to construct access improvements (such as a private driveway) across the easement corridor for access to the public roads. The easement(s) shall be created at or prior to Closing pursuant to one or more instruments prepared by an attorney on behalf of the Seller. The instrument(s) creating the easement(s) may be in one or more of the following forms, as determined solely by Seller and Seller's attorney: (a) reciprocal easement for the mutual benefit of the applicable auction tracts (whether by grant and/or reservation in the deeds and/or pursuant to a separate declaration of easement or other instrument); and/or (b) general utility easement dedicated to the public and/or the applicable municipality; and/or (c) easement(s) in gross granted to one or more providers of municipal and/or public utility services; and/or (d) any combination of one or more of the foregoing forms of easement.

14. **Assignment / Assumption.** With respect to any right and/or obligation to be assigned to or assumed by the Buyer according to the provisions of Exhibit B, Buyer shall execute an instrument of assignment and/or assumption (as applicable) at the time of Closing if requested to do so by Seller; *provided, however*, in any event, such assignment and/or assumption shall be effective immediately as of the completion of the Closing, with or without the execution of a separate instrument of assignment and assumption and without any warranty or representation of any kind as to the existence, status, quality or character of any particular rights and/or obligations.

15. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property is not contingent upon any post-Auction inspection, investigation or evaluation of the Property or upon Buyer's ability to obtain any financing or permit or upon the satisfaction of any other condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

16. **Closing.** Subject to the terms and conditions of this Agreement, the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with this Agreement ("**Closing**") shall occur on or before August 2, 2021, or as soon as possible after said date upon completion of the Post-Auction Survey (if applicable), the Final Title Commitment and Seller's closing documents; *provided, however*, if for any reason the Closing does not occur on or before August 2, 2021 then, subject only to the satisfaction of the conditions described in Section 15 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent which date must be: (a) at least 7 days after the effective date of such notice; and (b) at least 7 days after completion of the Post-Auction Survey, if applicable, and the Final Title Commitment. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of the Escrow Agent. If it is necessary or appropriate to allocate the Purchase Price between different parcels of real estate comprising the Property in order to properly document and/or administer the Closing, all parties agree to use an allocation provided by Seller for this purpose.

17. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) the cost of releasing any Liens; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of the Post-Auction Survey, if applicable; (d) the cost of furnishing the Final Title Commitment; (e) the cost of preparing Seller's transfer documents, including the deed; (f) the documentary stamp tax; (g) any sums due Auction Company in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any closing expense that is customarily charged to a seller and is not specifically charged to Buyer in this Agreement.

18. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense paid at Closing in connection with a loan obtained by Buyer, including any loan commitment fees, document preparation fees, recording fees, mortgage tax and/or lender's title examination fees; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the Post-Auction Survey, if applicable; (d) the cost of issuing any title insurance policy, including title insurance premiums and the cost of any extended or special coverage, lender's coverage and/or title insurance endorsements; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

19. **Taxes.** General property taxes and any special assessments that have been or will be assessed against any tax parcel(s) that comprise(s) or include(s) any part of the Property (collectively, "**Taxes**") shall be prorated on a calendar year basis. Taxes for the calendar year in which the Closing occurs (and Taxes for the calendar year prior thereto if not ascertainable and payable at the time of Closing) shall be estimated for each such year based on the amount last billed for a calendar year ("**Estimated Taxes**"). Seller shall pay the Taxes and/or Estimated Taxes attributed to the period up to and including the day of Closing. Buyer shall pay all Taxes attributed to the period after Closing to the extent attributed to the Property. Any sums due at the time of Closing for unpaid Taxes shall be withheld from Seller's proceeds at Closing and paid directly to the appropriate tax collection office. Seller's share of the Estimated Taxes, to the extent attributed to the Property, shall be paid via credit against the sums due from Buyer at Closing; *provided, however*, if this sale involves a tax parcel split, Seller may elect to have the Estimated Taxes paid pursuant to an escrow arrangement approved by Seller. If Seller so elects then, in lieu of a credit to Buyer at Closing, the Closing Agent shall collect from Seller and Buyer at Closing their respective shares of the Estimated Taxes, to be held in escrow and applied towards payment of the Taxes when billed after Closing. In any event, Buyer shall pay all Taxes when due after Closing to the extent not paid via escrow (and to the extent attributed to the Property) and any shortage or surplus with respect to the estimated amount credited or paid by Seller at Closing shall be paid or retained by or refunded to Buyer (to the extent attributed to the Property). If this sale involves a tax parcel split, the extent to which any Taxes are attributed to the Property shall be based on a split calculation provided by the appropriate property tax official or, if an official split calculation is not available, based on an estimated split calculation using available assessment data. If the billing of any Taxes after Closing includes portions attributed to the Property and other real estate, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property.

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 knowingly and willingly elected to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to acquire the Property "AS IS". Buyer acknowledges that Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement. Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. **THE PROPERTY IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND AS ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**

(b) Without limiting the foregoing provisions, Buyer acknowledges and agrees that no promise, warranty or representation is or will be made as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) the availability or location of any utilities; (v) the availability of any building permit, zoning permit, highway permit (for a private drive or field entrance) or other permit; (vi) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (vii) the accuracy of any third party reports or materials provided in connection with this Agreement, the Auction and/or the marketing of the Property.

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

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller's demand and receipt of such liquidated damages, this Agreement

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

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy.

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

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, 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, COUNTER-CLAIM, 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.** A notice given to a party under this Agreement shall be in writing and sent to the party's notification address(es) (as provided below) via any delivery service provided by USPS, FedEx or UPS that includes proof of delivery. In addition, if email address(es) is/are provided with a party's notification address in this Agreement, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). Subject to each party's right to change its notification address(es) (by giving notice of such change to all other parties), the parties' notification addresses(es) are as follows:

*If to Seller:* C/o: BOK Financial, ATTN: Mark W. Moehle, 499 W. Sheridan, Suite 2500, Oklahoma City, OK 73102  
With PDF copies via email to: [mmoehle@bokf.com](mailto:mmoehle@bokf.com) and [Brent@schraderauction.com](mailto:Brent@schraderauction.com)

*If to Buyer:* The Buyer's mailing address (and email address, if any) provided on the Signature Page.

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

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. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. This Agreement to Purchase and all exhibits incorporated herein shall be read and construed together as a harmonious whole. However, if any provision of Exhibit C (Seller's Addendum) is incompatible with any other provision of this Agreement, the provision of Exhibit C shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® or dotloop® shall have the same effect as the delivery of an original signature.

30. **Offer and Acceptance; Acceptance Deadline.** Buyer's high bid constitutes an offer to purchase the Property in accordance with the terms of this Agreement which, if accepted by Seller, as evidenced by Seller's execution and delivery of the Signature Page, shall constitute the binding agreement of the parties. This offer shall be automatically deemed as withdrawn (and the Earnest Money shall be returned to Buyer) if this offer is not accepted by Seller on or before 11:59 p.m. (Central Standard Time) on **Tuesday, June 22, 2021**. Delivery of the Signature Page with Seller's signature(s) (including delivery via electronic transmission as described above) to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Seller.

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

[Signature Page]

**IN WITNESS WHEREOF**, the parties have designated the particular auction tract(s) purchased by Buyer and the amount of the Purchase Price and Earnest Money for purposes of this Agreement as follows:

Tract(s) \_\_\_\_\_ comprising \_\_\_\_\_ (±) acres, more or less, as identified by reference to the same tract number(s) in **Exhibit A**, being one or more of the tracts in Canadian County, Oklahoma put up for bids at the Auction conducted on June 17, 2021, and being the Purchased Tracts for purpose of this Agreement.

Bid Amount: \$ \_\_\_\_\_

4% Buyer's Premium: \$ \_\_\_\_\_

**Purchase Price:** \$ \_\_\_\_\_

10% Earnest Money: \$ \_\_\_\_\_ *(pay to "American Abstract Company of McClain County, Inc.")*

**SIGNATURE OF BUYER:** This Agreement is executed and delivered on the 17th day of June, 2021 by the undersigned, constituting the "Buyer" for purposes of this Agreement:

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

[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)

\_\_\_\_\_  
(Buyer's Lender, if any)

**ACCEPTED BY SELLER** on the \_\_\_\_\_ day of June, 2021:

\_\_\_\_\_  
Candyce McCaslin, as Trustee Manual Fernandez David B. Lang

\_\_\_\_\_  
Kenneth W. Barraza, as Trustee Sarah Hilsendager, as Trustee John A. Lang III

\_\_\_\_\_  
Victoria Fernandez Jill H. Tyler, as Trustee Stephen T. Lang

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

AMERICAN ABSTRACT COMPANY OF MCCLAIN COUNTY, INC.

**Date Received:** \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

# EXHIBIT A

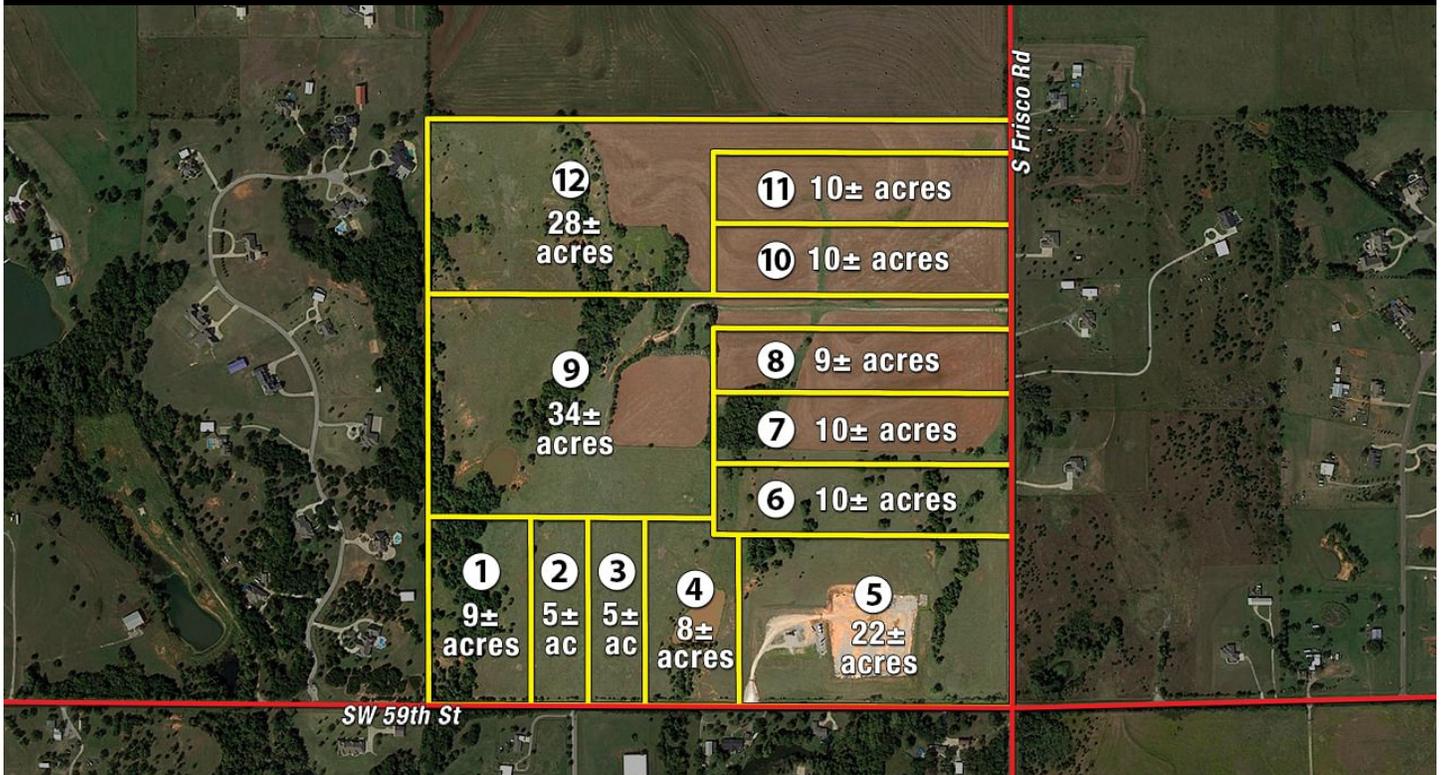
## Auction Tract Maps

Buyer(s): \_\_\_\_\_

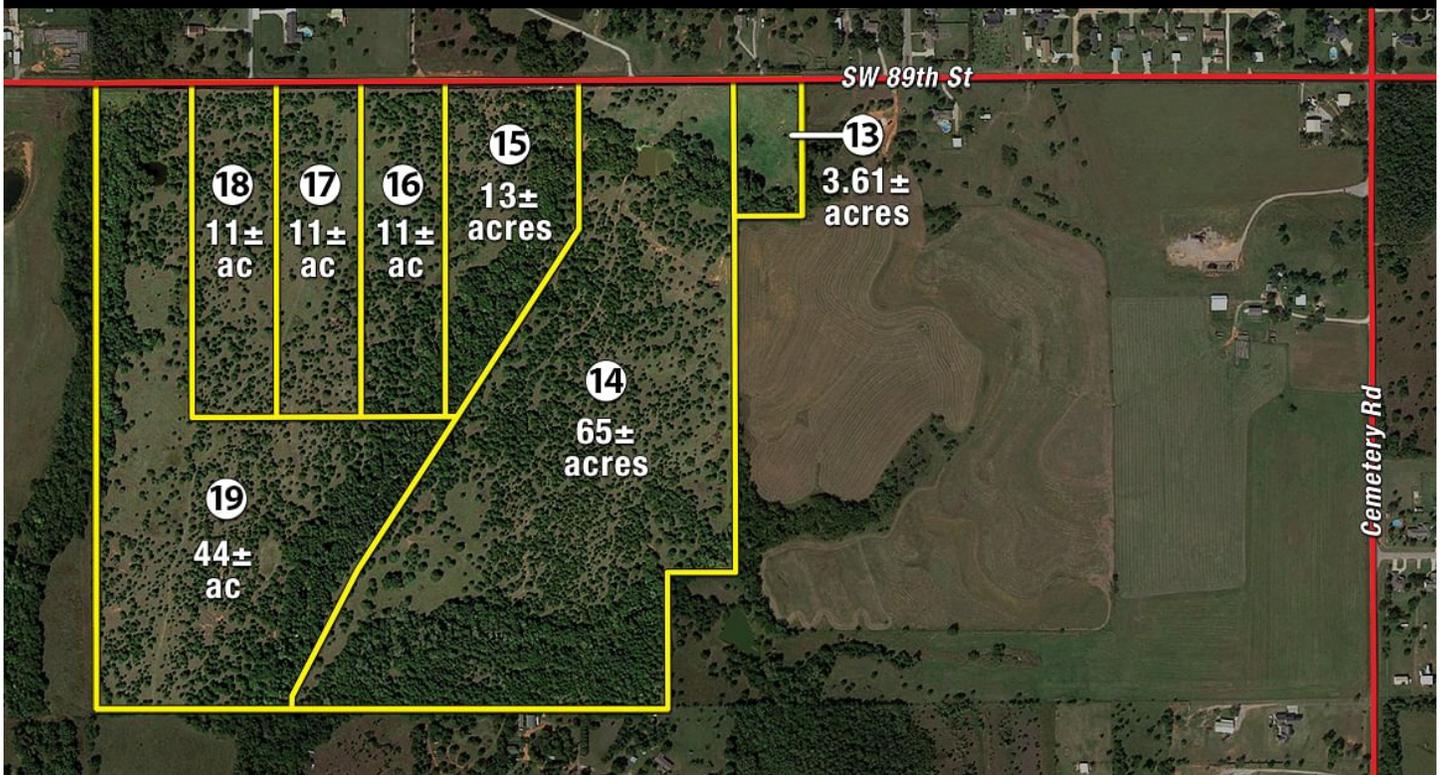
Sellers: \_\_\_\_\_

Auction Date: 6/17/2021

SE/4 Sec. 24-T11N-R6W in Canadian County, State of Oklahoma



Pt. NW/4 & pt. NW/4 NE/4 Sec. 6-T10N-R5W in Canadian County, State of Oklahoma



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

Buyer(s): \_\_\_\_\_

Sellers: \_\_\_\_\_

## EXHIBIT B

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

**Date:** June 17, 2021

**Owners:** Candyce McCaslin, as Trustee, *et al.*

**Sale Manager:** Brent Wellings

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

### **PART A - BIDDING PROCEDURES TO KEEP IN MIND:**

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. The auction tract maps are included in your Bidder's Packet as **Exhibit A**. You may bid on any individual tract or any combination of tracts; *provided, however*, as an update to the marketing materials, Tract 13 can only be purchased as an individual tract and cannot be combined with any other tract(s).
3. Bidding will remain open on individual tracts and combinations until the close of the auction. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
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 Sellers' acceptance or rejection. Sellers' acceptance may be delivered at any time on or before Tuesday, June 22, 2021.

### **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. The closing will be scheduled in accordance with the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before August 2, 2021.

9. Closing costs and expenses will be allocated and paid in accordance with Sections 17 and 18 of the Agreement to Purchase.
10. Real estate taxes and assessments will be prorated to the date of closing in accordance with Section 19 of the Agreement to Purchase.
11. Preliminary title insurance schedules have been prepared by American Abstract Company of McClain County and posted to the auction website prior to the auction, along with copies of the recorded documents listed as exceptions. Printed copies are available to review at the auction site before and during bidding.
12. Prior to closing, Buyer will receive a Final Title Commitment at Sellers' 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. Buyer agrees to acquire the property subject to the Permitted Exceptions as defined in Section 11 of the Agreement to Purchase, including but not limited to all easements and other exceptions listed in the preliminary title insurance schedules.
14. All Minerals are excluded from this sale as provided in Section 2 of the Agreement to Purchase.
15. Possession shall be delivered at closing; provided, however, possession of Tracts 1 - 12 and Tracts 13 - 19 shall be delivered subject to the existing farm and pasture leases which expire July 31, 2021 (if the closing occurs prior to August 1, 2021).
16. A new post-auction survey will be obtained if necessary to record the conveyance or if otherwise deemed appropriate by Sellers. In any event, a new 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 Sellers 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 to reflect the difference, if any, between the acre estimates shown in Exhibit A and the gross acres shown in the survey.
18. The acres shown in Exhibit A are approximate and have been estimated based on:  
(a) the total acres shown in the property tax records; and (b) an approximate, provisional allocation of the total between the potential new tracts. No warranty or authoritative representation is made as to the number of acres included with any tract or set of tracts.
19. In the marketing materials and in Exhibit A, the total of the acre estimates for the individual tracts is 318.6± (notwithstanding any reference to 318± total acres).
20. 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.

21. 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 Sellers' consent. In the event of such termination, the earnest money shall be refunded to Buyer and the property may be re-sold free and clear of any claim of Buyer. In lieu of consenting to such termination, Sellers may elect instead to enforce the purchase contract according to its terms.
22. **New Utility Easements:**
- a. Unless they are all acquired simultaneously by the same purchaser, Tracts 1 - 12 shall be subject to and shall have the benefit of a new utility easement within a 30-foot wide easement corridor running north of and parallel to the public road right-of-way for SW 59th St. and west of and parallel to the public road right-of-way for S. Frisco Rd., from the west line of Tract 1 to the north line of Tract 12.
  - b. Unless they are all acquired simultaneously by the same purchaser, Tracts 13 - 19 shall be subject to and shall have the benefit of a new utility easement within a 30-foot wide easement corridor running south of and parallel to the public road right-of-way for SW 89th St. from the east line of Tract 13 to the west line of Tract 19.
  - c. The easements described above shall be created in accordance with Section 13 of the Agreement to Purchase. The new easement corridors shall be depicted and described in the post-auction surveys. Seller shall pay one-half of the survey costs associated with the creation of the easement and the balance of such costs shall be charged to (and shared equally between) the respective purchasers of the tracts served by the easement. The new easements are intended to help facilitate the potential extension and/or installation of utilities available to the auction tracts. However, no promise, representation or warranty is made as to the availability of any particular utilities or the suitability of the easements for any particular utilities.
23. **Tract 5:** Tract 5 is subject to a Surface Damage Agreement dated February 29, 2012 regarding a well for oil and gas production located on Tract 5. Copies of this agreement are available to review in the auction information area. The rights and obligations of the Owner under this agreement shall be assigned to and assumed by the Buyer of Tract 5. The assignment will include the rights to the future annual payment in the original amount of \$5,000 per year (subject to CPI adjustment).
24. **Tracts 14 - 19:** The east 100 feet of Tract 14 and the north 83 feet of Tracts 14 - 19 are subject to a Transmission Line Easement executed on June 5, 2018 and recorded on June 6, 2018. Copies of this document are available to review in the auction information area. The easement terms provide for an installation period of 24 months from execution of the easement. Sellers are negotiating (and Sellers reserve the right to execute and/or record) an agreement removing any reference to an installation period and establishing an amount to be paid by the easement grantee to the easement grantor(s). Any such payment shall be delivered to (or the right to such payment shall be assigned to) the respective Buyer(s) of Tracts 14 - 19, allocated between such Buyer(s), if more than one, based on the price per rod for the Transmission Line Easement running through each tract, as determined solely by the Sellers.

25. Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website and are available to review in the auction information area. The information booklets include information obtained or derived from third-party sources, including soil maps, topography maps, flood zone maps and property tax information. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, Sellers and Auction Company disclaim any warranty or liability for the information provided.
26. 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.
27. This auction is conducted on behalf of the owners of multiple undivided interests owned personally or in a fiduciary capacity. Any co-owner or beneficiary may bid on his or her own behalf.
28. 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 and Exhibits A, B and C. The terms of these documents are non-negotiable.
29. 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 Sellers.
30. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Sellers. Each Bidder's Packet includes the Oklahoma form of "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services" which shall be signed by the parties and attached to the Agreement to Purchase.

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

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

**EXHIBIT C**  
**SELLER'S ADDENDUM**

This Addendum supplements and is attached to and made a part of a certain Agreement to Purchase executed concurrently herewith (the "Agreement to Purchase") by and between the undersigned Buyer(s) (hereinafter referred to as "Buyer", whether one or more) and the undersigned Candyce McCaslin and Kenneth W. Barraza as Trustees of the McCaslin-Barraza Revocable Living Trust u/d/t June 8, 2007, Victoria Fernandez, Manual Fernandez, Jr., Sarah Hilsendager and Jill H. Tyler as Trustees of James H. and Dolores M. Tyler Irrevocable Trust dated June 11, 2010, David B. Lang, John A. Lang III and Stephen T. Lang (collectively, "Seller") pursuant to which Buyer has agreed to purchase from Seller the surface rights with respect to certain real estate in Canadian County, Oklahoma, excluding all Minerals, being one or more of the tracts put up for bids at the public auction conducted on behalf of Seller on June 17, 2021 (the "Property"), all in accordance with and subject to the terms and conditions of the Agreement to Purchase and all exhibits and addenda thereto, including this Addendum (collectively, the "Agreement"). The terms of the Agreement (other than this Addendum) are hereby supplemented, amended and modified in accordance with this Addendum, as follows:

1. Some of the individuals identified herein as Seller are acting as a fiduciary in the course of the administration of a trust. The Agreement is executed by any such individual strictly in his or her fiduciary capacity, and such individual shall have no liability whatsoever in his or her separate individual capacity on any agreement contained in the Agreement.
2. Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, all other hydrocarbons, lignite, all metallic minerals, and all other minerals of every kind and nature on, in and under that are associated with and/or may be produced from the Property and all rights appurtenant thereto, and the term "Property" shall not include any mineral rights.
3. Buyer acknowledges that Buyer is purchasing the Property in its present condition, "AS IS, WHERE IS", subject to any current leases, conservation agreements, zoning, restriction limitations, flooding, environmental conditions and/or latent, patent, known or unknown defects, if any. Buyer acknowledges that the risks assumed by the Buyer have been taken into account by Buyer in determining the purchase price Buyer was willing to pay for the Property.
4. Seller states that Seller has never occupied the Property and Seller makes no disclosures concerning the condition of the Property. Buyer acknowledges that Seller and Seller's agents are making no representation or warranty, either express or implied, concerning the past or present condition of the Property or any improvements, components, fixtures, equipment or appliances in or on the Property.
5. The Buyer represents to Seller that Buyer was urged to carefully inspect the Property and any improvements, components, environmental conditions, fixtures, equipment or appliances in or on the Property and, if desired, to have the Property inspected by an expert. Buyer acknowledges that Buyer was responsible for conducting Buyer's own independent inspections, investigations, inquiries, and due diligence concerning the Property. Buyer shall indemnify, defend and hold Seller harmless from any and all loss, cost, expense, damage, liability, mechanics' or

BUYER'S INITIALS: \_\_\_\_\_

SELLER'S INITIALS: \_\_\_\_\_

materialmen's lien or claim of lien, action or cause of action, including without limitation reasonable attorneys' fees, arising from or relating to any and all inspections, studies, investigations or entries upon the Property by Buyer or Buyer's agents or representatives. Such indemnity shall expressly survive closing or any termination of the Agreement, if no Closing occurs and the Agreement is terminated.

6. It is agreed and understood that Buyer shall not have the right to assign the Agreement to a third party without the Seller's prior written consent, which consent shall not be unreasonably withheld.
7. It shall not be considered Default under the terms of the Agreement if Seller's Title defects cannot be corrected for less than \$5,000.00. Likewise, Buyer may not seek specific performance in the event that Seller's Title defects cannot be corrected for less than \$5,000.00.
8. Notwithstanding any other provision of the Agreement, Seller shall be obligated only to convey a merchantable title by special warranty deed, (and such affidavits, agreements and evidence of authority as reasonably required by the Title Company), as applicable, conveying to Buyer all of Seller's respective right, title and interest in the Property so as to enable Buyer to acquire the fee simple title in and to the Property, subject to, without limitation, all apparent and visible uses and Easements, Permitted Exceptions, all matters of record affecting title to the Property, any outstanding oil, gas, or other mineral deeds, leases or agreements, all matters which a current survey of the Property would indicate, any and all encumbrances against the Property, and the rights of tenants, if any, on the Property. This conveyance shall be made without warranty, express or implied.
10. Buyer represents that Buyer is not a director, officer, employee, or a family member of a director, officer, or employee of BOK Financial, or any of its subsidiaries, nor is Buyer acting on behalf of any such officer, director, employee or family member.
11. Buyer represents that Buyer is not: (a) a person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through OFAC or otherwise, as a terrorist, "Specially Designated National", "SDN", "Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United States government, (b) Buyer is not acting on behalf of any such person, group, entity, or nation, and (c) Buyer is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation.
12. If closing services are to be paid by Seller, Seller reserves the right to choose title, abstract, or other appropriate agents. Closing will not occur until proceeds are available to be paid to Seller in cash or immediately available funds. Seller reserves the right to conduct its portion of the closing via overnight mail and electronic transfer of funds.
13. Real estate taxes shall be prorated to the closing date based on the last available tax bill. All prorations are final.
14. Any broker's commission due shall be earned and payable only if and when the sale of the Property is closed pursuant to the Contract. The rate of commission is as agreed in the listing

BUYER'S INITIALS: \_\_\_\_\_

SELLER'S INITIALS: \_\_\_\_\_

agreement with broker and shall be paid by the closing agent as directed by Seller.

15. Seller's insurance is to be canceled upon closing of sale.

16. This Addendum, upon its execution by both parties, is made an integral part of the Agreement. If there is any conflict between this Addendum and any provision of the Agreement, this Addendum shall be considered the governing document and all other provisions of the Agreement not in conflict with this Addendum shall remain in full force and effect.

Executed by Buyer on this 17th day of June, 2021.

**BUYER:**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Executed by Seller on the \_\_\_\_\_ day of June, 2021:

**SELLER:**

\_\_\_\_\_  
Candyce McCaslin, as Trustee

\_\_\_\_\_  
Sarah Hilsendager, as Trustee

\_\_\_\_\_  
Kenneth W. Barraza, as Trustee

\_\_\_\_\_  
Jill H. Tyler, as Trustee

\_\_\_\_\_  
Victoria Fernandez

\_\_\_\_\_  
David B. Lang

\_\_\_\_\_  
Manual Fernandez

\_\_\_\_\_  
John A. Lang III

\_\_\_\_\_  
Stephen T. Lang

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

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

- Buyer Brokerage Agreement, Listing Brokerage Agreement, Option Agreement, Sales Agreement, Exchange Agreement, Other

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

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

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
B. unless specifically waived in writing by a party to the transaction:
1) receive all written offer and counteroffers;
2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
3) present timely all written offers and counteroffers.
C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
E. timely account for all money and property received by the Broker;
F. keep confidential information received from a party or prospective party confidential.
G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 - 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction.

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.

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.

Received & understood by BUYER(S):

Print Name: Sign: Date:

Print Name: Sign: Date:

Received & understood by SELLERS:

Candyce McCaslin, as Trustee (date) Manual Fernandez (date) David B. Lang (date)

Kenneth W. Barraza, as Trustee (date) Sarah Hilsendager, as Trustee (date) John A. Lang III (date)

Victoria Fernandez (date) Jill H. Tyler, as Trustee (date) Stephen T. Lang (date)