

# REAL ESTATE PURCHASE CONTRACT

## RESIDENTIAL

PROPERTY: The undersigned Buyers, \_\_\_\_\_ (referred to herein collectively as "Buyer") hereby agree to purchase from the undersigned Seller, BOKF, NA, AS SUCCESSOR TRUSTEE OF THE **ROBERT W. EMANUEL and BYRDIE L. EMANUEL REVOCABLE TRUST**, (referred to herein as "Seller") all of the Seller's interest in the following described real property ("Property") together with all improvements and appurtenances, if any, in its present condition, subject to easements, restrictive covenants and zoning ordinances, if any associated with the referenced Property, described as:

Lot Nineteen (19), Block Five (5), VALLEY SOUTH ADDTION, to the City of Tulsa, Tulsa County, State of Oklahoma;

(Commonly known as: 6710 E 75 Ct S, Tulsa, OK 74133)

(Referred to herein as "Property")

All existing improvements on the Property (if any) and appurtenances, fixtures and equipment, which Seller owns free and clear are expected to remain with the Property, including the following, if any:

Attic and ceiling fans	Floor Coverings (if attached)	Outside cooking units (if attached)
Audio/Visual mounting brackets (if attached)	Garage Door openers (and remote transmitting units)	Owned propane tanks
Gas heaters	Soft water conditioner (if owned)	Bathroom mirrors (wall mounted/hung)
Central air conditioning	Sprinkler systems and controls	Storm windows, doors and screens
Central Vacuum and attachments	Heating and plumbing equipment (and fixtures)	TV antennas (if attached, excluding satellite dishes)
Fences (incl. invisible & controls)	Humidifiers (if attached)	Gas logs and fireplace grates
Fire, smoke and burglar detection units if owned	Window coverings and components	Shelving (if attached)
Keys to all doors	Fireplace screens and/or glass	Kitchen appliances (built-in)
	Doors (if attached)	Lighting and light fixtures (if attached)

**All personal property, including appliances, currently in the home are included in the sale and shall become the property of Buyer. Any outbuildings located on the Property are included in the sale. Seller has no obligation to remove any outbuildings and/or personal property.**

PURCHASE PRICE: The purchase consists of the bid amount plus the 3 % Buyer's Premium as follows: \$ \_\_\_\_\_ + \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
(Bid Amount) (3% Buyers Premium) (Contract Purchase Price)

The total contract purchase price paid by the Buyer for the Property described above, is payable as follows:

- (1) EARNEST MONEY: Concurrently with this offer, Buyer is delivering ten percent (10%) of the purchase price, which is the sum of \_\_\_\_\_ ("Earnest Money") to \_\_\_\_\_, which Earnest Money shall be held by \_\_\_\_\_ and applied toward the PURCHASE PRICE at closing.

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- (2) **BALANCE OF PURCHASE PRICE:** The balance of the PURCHASE PRICE less the EARNEST MONEY deposit shall be payable IN CASH OR CERTIFIED FUNDS at the Closing.
- (3) **SPECIAL PROVISIONS:**
- (a) This contract is subject to the Seller's Addendum marked Exhibit "A" attached hereto and made a part hereof and if any conflict or discrepancy arises between this Real Estate Purchase Contract ("Contract") and Seller's Addendum, the terms of the Seller's Addendum shall control and be binding.
  - (b) Buyer waives all rights to request Seller to perform or pay for any treatments and/or repairs to the Property. Buyer accepts the Property in its "**AS IS**" and "**WHERE IS**" condition.
  - (c) Conveyance of the Property shall be by Trustee's Special Warranty Deed.
  - (d) Buyer agrees to indemnify and hold harmless Seller from all claims or demands by or against Seller relating to this Contract and the Property, which indemnification shall survive the Closing or shall survive termination of this Contract if no Closing occurs.
  - (e) This sale is a cash transaction and there are no financing contingencies.
  - (f) Seller has provided Buyer with a Lead Paint Disclosure for the Property, where applicable, and based upon Buyer's inspection of the Property and review of the disclosure form, Buyer hereby accepts the Property in its existing condition subject to all existing hazards to persons or property – whether natural or manmade.
  - (g) Seller shall turn off all utility services to the Property effective as of the closing date and Buyer shall be solely responsible for establishing utility service(s) to the Property effective as of the date of Closing.

**SURVEY:** Seller and Buyer agree that there shall be no survey of the Property; PROVIDED, HOWEVER, if Buyer elects to survey the Property, all costs of said survey shall be borne by Buyer and Buyer shall not be entitled to an adjustment of the PURCHASE PRICE if the survey reveals a shortage in acreage or square footage or any other discrepancies or encroachments.

**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 updated Title Commitment in accordance with the express provisions of this Contract; (b) 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; and (c) that Seller is able to deliver possession of the Property in accordance with the express requirements of this Contract. For purposes of this Contract, 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: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Contract prior to Closing by giving written notice of termination to the other; provided, however, Buyer shall not give notice of termination pursuant to the foregoing provision unless: (A) Buyer first gives Seller a written notice to cure, including sufficient notice of the nonconformity to enable Seller to cure such nonconformity; and (B) Seller fails to cure the nonconformity within 30 days from the later of the effective date of the notice to cure or the targeted

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closing date stated in this Contract 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.

**DELIVERY OF TITLE:** Seller shall furnish at Seller's expense and shall execute and deliver at Closing a Trustee's Special Warranty Deed, (pursuant to which warranties of title are limited to the time Seller was in title) conveying the Property to Buyer, subject to the Permitted Exceptions.

**EVIDENCE OF TITLE; TITLE INSURANCE:** Seller shall furnish an updated Title Commitment, dated after the date of this Contract, for the issuance of an ALTA owner's title insurance policy in the amount of the PURCHASE PRICE insuring marketable title to the real estate comprising the Property, subject to standard requirements, conditions and exceptions, and subject to the Permitted Exceptions (the "Title Commitment"). Buyer agrees to accept the Title Commitment furnished by Seller 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 or mineral rights; and/or (d) any matter listed, described or revealed in the Title Commitment that constitutes a Permitted Exception. Seller shall pay all search fees, abstracting expenses and attorneys' fees associated with the Title Commitment. However, Seller shall not furnish title insurance. If Buyer elects to obtain title insurance for Buyer or Buyer's lender: (i) Buyer shall be responsible for obtaining any such title insurance and/or final commitment in a timely manner without delaying the closing and for paying all premiums and costs of issuing the title insurance; and (ii) Seller shall cooperate with respect to the satisfaction of requirements of the title company that are reasonable and customary unless otherwise provided for in this Contract; **PROVIDED, HOWEVER,** Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon (a) the satisfaction of any requirement or condition that is contrary to or inconsistent with the provisions of this Contract, (b) the satisfaction of any requirement or condition that can only be satisfied by Buyer or that reasonably should be satisfied by Buyer as opposed to Seller; (c) any matter that constitutes a Permitted Exception; and/or (d) the availability or issuance of any extended or special title insurance coverage or title insurance endorsement. Seller shall deliver to Buyer a properly executed Trustee's Special Warranty Deed, subject to the Permitted Exceptions, in sufficient form to allow Buyer to acquire marketable title conveying the Property to Buyer upon payment of the PURCHASE PRICE in the manner herein provided.

**BUYER EXPENSE:** Buyer acknowledges all the following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Escrow 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, lender's title examination fees and/or lender's title insurance; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) 100% of the cost of issuing any title insurance policies; (d) any expense stipulated to be paid by Buyer under any other provision of this Contract; (e) any closing expense that is customarily charged to a buyer and is not specifically charged to Seller in this Contract and (f) any other expense that is not allocated to Seller according to the terms of this Contract.

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**SELLER EXPENSE:** 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 Escrow Agent to administer a cash closing; (c) the cost of the updated Title Commitment; (d) the cost of preparing Seller's transfer documents, including the Trustee's Special Warranty Deed; (e) real estate transfer fees and/or deed stamps, if any, that Seller is required to pay under state or local law in connection with the conveyance of the Property; (f) any sums due Auction Company in connection with this transaction; (g) any expense stipulated to be paid by Seller under any other provision of this Contract; and (h) any closing expense that is customarily charged to a seller and is not specifically charged to Buyer in this Contract.

**TAXES AND ASSESSMENTS:**

- (a) Ad valorem property taxes assessed against and attributable to the Property ("Taxes") for 2021 if the Closing occurs on or before December 31, 2021 shall be prorated to the date of Closing. Seller shall pay any unpaid Taxes for prior years and Buyer shall assume the Taxes for subsequent years. If Closing occurs after December 31, 2021 and if the amount of the Taxes for the calendar year in which the Closing occurs is known and payable at the time of Closing, Seller and Buyer shall pay their respective shares of the prorated Taxes at the time of Closing. If the amount of the Taxes for the calendar year in which the Closing occurs is not known at the time of Closing, the Seller's share of such Taxes shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (and prorated to the date of Closing as provided above) shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing. Buyer shall then pay all Taxes which become due after Closing. Buyer shall pay any special assessments for which the final due date is after Closing.
- (b) **ANY ESTIMATED TAX CREDIT SHALL NOT BE SUBJECT TO ADJUSTMENT AFTER CLOSING EVEN THOUGH SUCH CREDIT MAY BE MORE OR LESS THAN THE ACTUAL AMOUNT DUE ONCE THE TAX RATE AND ASSESSMENTS ARE FINALIZED. AFTER CLOSING, SELLER AND CLOSING AGENT SHALL HAVE NO RESPONSIBILITY FOR ANY REAL ESTATE TAXES OR ASSESSMENTS. ALL TERMS REGARDING THE ALLOCATION AND PAYMENT OF REAL ESTATE TAXES AND ASSESSMENTS SHALL SURVIVE CLOSING.**

**PERMITTED EXCEPTIONS:** Buyer agrees to accept the title and deed subject to and notwithstanding the following matters (each a "Permitted Exception" and, collectively, the "Permitted Exceptions"); (a) existing roads, public utilities and drains; (b) easements of record; (c) any variation between a deeded boundary line or other visible or apparent occupancy or occupancy line; (d) visible and/or apparent uses and easements; (e) recorded mineral leases, conditions, restrictions, reservations and other matters (except liens) appearing of record; (f) current taxes and assessments; (g) the rights of any person or entity with respect to Minerals; (h) any matter disclosed in this Contract including Seller's Addendum; (i) any matter (except liens, if any) identified or listed in the Title Commitment; (j) environmental

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matters; and (k) any rights, agreements, obligations, restrictions and/or regulations which exist pursuant to any law, ordinance, regulation or rule of any state or local government Agency, municipality or district.

CONDITION OF PROPERTY: Seller, and its respective agents and representatives, disclaim any representation or warranty with regard to acreages, square footage, zoning matters, environmental matters, location or availability of utilities, availability of building or other permits, and whether or not the Property qualifies for any specific use or purpose.

CHARACTER, CONDITION AND SUITABILITY OF PROPERTY; AS IS; NO WARRANTIES.

(a) Buyer's obligations under this Contract are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to executing this Contract. Buyer acknowledges (and represents to Seller) that Buyer has either completed all 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 Contract. Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Contract 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.

**(b) THE PROPERTY IS SOLD "AS IS" AND "WHERE IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES.** Without limiting the following provisions, Seller, and its respective agents and representatives disclaim any representation or warranty with regard to acreages, square footage, zoning matters, environmental matters, marketability, location or availability of utilities, availability of building or other permits, and whether or not the Property qualifies for any specific use or purpose. The Buyer warrants and represents to Seller that Buyer has performed all of Buyer's due diligence regarding the Property and was satisfied as to the Property and the Property's condition before executing this Real Estate Purchase Contract.

(c) Without limiting the foregoing provisions, Seller and Seller's Agents disclaim any promise, presentation or warranty as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) the availability or location of any utilities; (v) the availability of any building permit, zoning permit, highway entrance permit or any other permit; and/or (vi) whether or not the Property is qualified or suitable for any particular use or purpose. Seller and Seller's Agents shall have no liability with respect to, and hereby disclaim all representations and warranties contained in, any third-party reports or materials provided in connection with the transaction. For purpose of this Section, the terms "Seller" and "Sellers's Agents" include their respective agents, officers, employees and representatives.

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(d) Seller has disclosed to Buyer the existence of certain defects or problems (the "Defects") relating to the Property as listed below:

(i) The property had structural issues as noted by FEI Inspection Services. FEI recommended installation of piers and foam injection. Edens Structural Solutions, LLC installed piers and performed foam injections. Documentation concerning the structural issues, as well as Clearance Letters from Edens Structural Solutions, LLC and FEI were previously provided to Bidder prior to the auction on CJ Auctions website, posted at the auction site and enclosed in each Bidder's packet, along with a copy of the Real Estate Purchase Contract Residential, which provides that Seller, BOKF, NA as Trustee of the Robert W. Emanuel & Byrdie L. Emanuel Revocable Trust, nor any of its Agent (s) have any responsibility for damages and/or cost regarding this defect and made no warranties regarding the property or accuracy or reliability of any third-party reports regarding this defect. The Property is being sold "AS IS, WHERE IS". Bidder was solely responsible for conducting its own due diligence with regard to the defect prior to bidding on the property at the auction.

(ii) \_\_\_\_\_, and

(iii) \_\_\_\_\_.

Notwithstanding any other provisions of this Contract, neither Seller, nor Seller's agents or Auction Company shall bear any expense or have any liability for the Defects or any damage or cost resulting from these Defects.

CONDITIONS TO CLOSING: Buyer's obligation to purchase and acquire the Property is not contingent upon any further inspection, investigation or evaluation of the Property or upon Buyer's ability to obtain any loan or permit. Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except (a) 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 Contract; 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 Contract (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

CLOSING: Closing shall be held on or before the earlier of: (a) October 9th, 2021; or (b) ten (10) days after completion of the Closing documents. The Closing shall be held at the office of Secure Title & Escrow or otherwise as mutually agreed. If Seller is unable to convey the Property in conformity with the express requirements of this Contract, this Contract shall terminate. In such event, Buyer shall not be entitled to seek any legal or equitable recovery against Seller as set forth in the CONTRACT DEFAULT/REMEDIES provisions hereinbelow. In the event of such termination, Buyer will receive the EARNEST MONEY, as Buyer's sole remedy.

ADDENDA: The following Addenda are attached hereto and are a part of this Contract:

1. Seller's Exemption Form from Disclosure and Condition of Property; and
2. Seller's Addendum, Exhibit "A"

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INVESTIGATIONS, INSPECTIONS and REVIEWS:

- (a) Buyer acknowledges and warrants without limitation that it was Buyer's sole responsibility to complete any investigations, inspections and reviews prior to bidding on the Property. Buyer acknowledges that Buyer was given the opportunity to enter upon the Property together with any licensed Home Inspector, registered professional engineer, architect, professional craftsman, and/or any other person Buyer deemed qualified to conduct any and all investigations inspections, and reviews including but not limited to:
  - (1) Fixtures, Equipment and Systems Inspections related to plumbing, heating cooling, electrical, built-in appliances, swimming pool, spa, sprinkler systems, and security systems.
  - (2) Use of Property. Buyer acknowledges and warrants this property may be bound by the assessments and/or restrictions of a condo/home/property owner's association, may have zoning requirements, and/or restrictive covenants and Buyer agrees to be bound by same.
  - (3) Survey. **The size and/or square footage of the property is an estimate only and Buyer acknowledges and warrants that any estimates of size or acreage were and are approximations only and not relied upon in the purchase of the property.**
  - (4) Appraisal
  - (5) Structural report
  - (6) Roof; structural members, roof decking, coverings and related components
  - (7) Heat and Air system Inspection
  - (8) Termite Inspection other Wood Destroying Organisms Inspection
  - (9) Flood Hazard, Storm Run-off water, Storm Sewer Backup or Water History
  - (10) Hazard Insurance (Property insurability)
  - (11) **Environmental Risks, including but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas and lead-based paint.** A risk assessment or inspection for possible lead-based paint hazards and mold is recommended prior to purchase.

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- (12) Mineral estate. Buyer acknowledges the mineral estate may have been severed from the surface of this property and such mineral estate will not be conveyed as part of the purchase of this property.
- (13) Psychologically impacted property and Megan's Law
  - (b) Buyer agrees to and does hereby assume all costs associated with any treatment, damage or repair issues that may be required to the Property for wood-destroying insects and all other repairs to the Property. This Paragraph shall survive the Closing and shall survive termination of this Contract if no Closing occurs.

FINAL WALK-THROUGH:

- 1) Buyer may perform a final walk-through inspection, which Seller may attend. Seller shall deliver Property in the same condition as it was on the date upon which this Contract was signed by Buyer (ordinary wear and tear excepted),
- 2) All inspections and re-inspections shall be paid by Buyer.

ACCEPTANCE OF PROPERTY: Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties expressed or implied, by Seller or Seller's agents, representatives or attorney.

RESIDENTIAL SERVICE AGREEMENT: The Property shall not be covered by a Residential Service Agreement.

INCURRED EXPENSES: Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses.

BROKERAGE: CUNNINGHAM JOHNSON AUCTIONS, LLC, dba C J Auctions ("Auction Company") is acting solely on behalf of and exclusively as the Agent of Seller. **Seller and Buyer confirm receipt of the Oklahoma "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services" form, to be signed by the parties and attached to this Contract pursuant to 59 OKL. ST § 858-356. This Contract is solely between Buyer and Seller. The Auction Company and its employees, representatives and independent agents shall not be liable for any existing or arising defects or deficiencies in any land, improvements, fixtures or equipment.**

DISCLAIMER AND INDEMNIFICATION: It is expressly understood by Buyer that Seller and Auction Company do not warrant the present or future value of the Property, condition of the Property, any questions relating to environmental issues affecting the Property, size by acreage and square footage, condition, structure, or structure systems on the Property or any building, nor do Seller and Auction Company hold themselves out to be experts in quality, environmental issues, design or construction. Buyer warrants that he in his individual capacity shall hold Seller, its officers, agents and employees



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and Auction Company harmless from any liability, claims, loss or damage he may suffer as a result of claims, losses, liens, causes of action, suits, fines of any kind or nature, demands, costs or judgments against him arising out of the activity or inactivity of Seller to be carried out pursuant to the obligations of this Contract. Buyer agrees to and shall indemnify Seller in both its fiduciary and corporate capacity from all such claims asserted by any person or entity. This paragraph shall survive the Closing and shall survive termination of this Contract if no Closing occurs.

**BINDING CONTRACT:** This Contract when executed by both Seller and Buyer, shall be binding upon Seller and Buyer, their respective legal representatives, successors, heirs and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended or modified by written agreement signed by both Seller and Buyer.

**MEDIATION:** Both Buyer and Seller hereby agree that if any dispute or claim arises out of or relates to this Real Estate Purchase Contract, that they and each of them, shall in good faith participate or offer to participate in a mediation process before any litigation shall commence.

**CONTRACT DEFAULT/REMEDIES:** Should Buyer refuse to close and to purchase the Property as agreed herein, Seller's remedy shall be limited to termination of this Contract by written Notice to Buyer and Buyer's EARNEST MONEY shall be delivered to Seller, as liquidated damages, or if Seller breaches the Contract, then Buyer's sole remedy shall be limited to termination of this Contract and Buyer's EARNEST MONEY shall be returned to Buyer. Buyer and Seller agree that neither party shall be entitled to seek enforcement of this Contract by specific performance or pursue any other legal remedies, except as set forth herein. This paragraph shall survive Closing or termination of this Contract, if no Closing occurs.

**EXECUTION OF CONTRACT:** The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq.

**GENERAL PROVISIONS.** This Contract shall be binding upon and insure to the benefit of the parties and their respective heirs, personal representatives, assigns and successors. This Contract constitutes the entire contract between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be count by any purported oral modification (except for any supplement announcements made at the auction) or waiver. The laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

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TIME IS OF THE ESSENCE

TIME OF ACCEPTANCE: The foregoing offer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy of the Contract to the Buyer or the Buyer's agent on or before 5:00 p.m. September 10th, 2021.

**SIGNATURE OF BUYER:** This Agreement is executed and delivered on the \_\_\_\_ day of \_\_\_\_\_, 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)

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SELLER'S ACCEPTANCE: Seller accepts the foregoing offer and shall sell the above-described Property on the terms and conditions herein stated.

Seller:

BOKF, NA, AS SUCCESSOR TRUSTEE OF THE **ROBERT W. EMANUEL and BYRDIE L. EMANUEL REVOCABLE TRUST**

\_\_\_\_\_  
Vice-President  
and Trust Officer

\_\_\_\_\_  
Date

## SELLER'S ADDENDUM

### EXHIBIT A

This Agreement supplements and is attached to a certain Real Estate Purchase Contract attached hereto and made a part hereof (the "Contract") between the undersigned Seller(s) (hereinafter referred to as "Seller" whether one or more) and the undersigned Buyer(s) (hereinafter referred to as "Buyer" whether one or more) dated the 26th day of August, 2021, for the purchase price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) relating to the following described real estate known as:

Lot Nineteen (19), Block Five (5), VALLEY SOUTH ADDITION, to the City of Tulsa, Tulsa County, State of Oklahoma;

(Commonly known as: 6710 E 75 Ct S, Tulsa, OK 74133)  
together with all the improvements and appurtenances thereto belonging and  
(Referred to herein as "Property")

The attached Contract is hereby amended and modified as follows:

1. It is agreed and understood that Buyer shall not have the right to assign this Contract to a third-party without the prior written consent of Seller.
2. Buyer may not seek specific performance or any other legal or equitable remedies against Seller.
3. 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.
4. If closing costs are to be paid by Seller, Seller reserves the right to choose title, abstract, or other appropriate agents. Seller reserves the right to conduct its portion of the closing via overnight mail and electronic transfer of funds.
5. Seller is acting as a fiduciary in the course of the administration of a Trust. The Contract is executed by Seller, strictly in its fiduciary capacity, and Seller shall have no liability whatsoever in its separate corporate capacity on any agreement contained in the Contract.
6. This Contract may be subject to the approval of the Court and/or the Internal Trust Committee of the Seller. In the event the Court and/or the Internal Trust Committee does not approve this Contract within ten (10) business days, Buyer may cancel and terminate this contract by notice in writing to Seller.
7. 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.

8. Buyer acknowledges that Buyer is purchasing the Property in its present condition, "AS IS" and "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 were taken into account by Buyer in determining the purchase price Buyer was willing to pay for the Property.
9. Seller states that Seller has never occupied the subject Property and Seller make no disclosures concerning the condition of the Property. Buyer acknowledges that Seller and Seller's agents are making no representations or warranty, either express or implied, concerning the ownership of the Property, marketability of the Property, ingress or egress, past or present condition of the Property or any improvements, components, fixtures, equipment or appliances in or on the Property.
10. The Buyer acknowledges that Seller urged the Buyer to carefully inspect the Property and any improvements, components, fixtures, equipment or appliances in or on the Property and, to have the Property inspected by an expert. Buyer acknowledges that Buyer was responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the Property. Buyer agrees to and shall indemnify, defend and hold Seller harmless from any and all loss, cost, expense, damage, liability, mechanics' or materialmen's lien or claim of lien, action or cause of action, including without limitation reasonable attorneys' fees, arising from or relating to this Contract, including but not limited to any and all inspections, studies, investigations or entries upon the Property by Buyer or its agents or representatives. Such indemnity shall expressly survive closing or any termination of this Contract if no Closing occurs or this Contract is terminated.
11. It shall not be considered a Default under the terms of this Contract if Seller's title defects cannot be corrected for less than \$5,000.00. Likewise, Buyer may not seek specific performance or any other legal or equitable remedy against Seller, if Seller's title defects cannot be corrected for less than \$5,000.00.
12. Notwithstanding any other provisions of this Contract, Seller shall be obligated only to convey title by TRUSTEE'S SPECIAL WARRANTY DEED (pursuant to which warranties of title are limited to the time Seller was in title), conveying to Buyer all of Seller's respective right, title and interest in the Property, subject to, without limitation, the Permitted Exceptions all matters of record affecting title to the Property, visible and apparent use, easements and rights-of-way, 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.
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 agreement with the broker and shall be paid by the closing agent as directed by Seller.
15. Seller's insurance shall be canceled upon closing of the sale.
16. This Addendum, upon its execution by both parties, is made an integral part of the Contract. If there is any conflict between this addendum and the attached Contract, this

addendum will be considered the governing document and all other provisions of the Contract not in conflict with this addendum shall remain in full force and effect.

Executed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Seller:

BOKF, NA, AS SUCCESSOR TRUSTEE OF THE **ROBERT W. EMANUEL and BYRDIE L. EMANUEL REVOCABLE TRUST**

\_\_\_\_\_  
Vice-President  
and Trust Officer

\_\_\_\_\_  
Date

Buyer:

\_\_\_\_\_  
Date