

Date: **June 8, 2021**

AGREEMENT TO PURCHASE

I/We the undersigned Buyer(s) ("Buyer") offer to purchase Tract(s) _____, being approx. _____ (±) acres of land in Payne Co., Oklahoma, as identified by reference to the same tract number(s) in Exhibit A, together with Seller's interest in any improvements and/or permanent fixtures presently existing on said land (the "Property"), and being one or more of the tracts put up for bids at the public auction conducted on this date by Schrader Real Estate & Auction Co., Inc. and Berry Auctions on behalf of Seller, but excluding all Minerals as defined in Addendum A. This offer incorporates the terms and conditions set forth herein, the Revised Auction Tract Map attached as Exhibit A, the auction announcements attached as Addendum A, and the provisions of Addendum B with attached form of easement (collectively, this "Agreement"). "Seller" collectively refers to Frank Malcolm Jay, Jr., Ann Jay Berry, Jay Stillwater Properties I, LLC and Jay Stillwater Properties II, LLC, as their interests appear with respect to the Property and/or with respect to the new easement described in Addendum B.

\$ _____ + \$ _____ = \$ _____
(Bid Amount) (4% Buyer's Premium) (Purchase Price)

- 1. PURCHASE PRICE. The Purchase Price consists of the bid amount plus a 4% Buyer's Premium as shown above (subject to adjustment if and only if an adjustment is applicable in accordance with the terms of Addendum A) and shall be paid via wired funds at closing, plus expenses charged to Buyer, less applied Earnest Money and any other credits due Buyer, as provided in this Agreement.
2. EARNEST MONEY. Concurrently with this offer, Buyer shall deliver an earnest money deposit in the amount of \$ _____ ("Earnest Money") payable to Community Escrow & Title Co. ("Escrow Agent"), to be held in escrow and applied to the purchase price at closing.
3. TAXES. "Seller's Taxes" refers to general real estate taxes and any special assessments assessed or to be assessed against any tax parcel that includes any part of the Property for the first part of the calendar year in which the closing occurs, prorated on a calendar year basis to the date of closing, and all prior years. Any unpaid Seller's Taxes shall be withheld from Seller's proceeds at closing and paid directly to the county; provided, however, any portion of Seller's Taxes that is not ascertainable and payable at the time of closing shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (to the extent attributed to the Property, as adjusted for any tax parcel split, and prorated to the date of closing) 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 real estate taxes and assessments due after closing to the extent attributed to the Property.
4. DEED; SURVEY; TITLE. The Property shall be conveyed by special warranty deed (subject to the Permitted Exceptions and excluding all Minerals), to be furnished at Seller's expense. A new survey shall be obtained if and only if obtained in accordance with the provisions of Addendum A. Seller shall furnish at Seller's expense a commitment, dated after the Auction and prior to closing, for the issuance of a standard owner's title insurance policy in the amount of the purchase price insuring marketable title to the Property in Buyer's name, subject to standard exceptions, conditions and requirements and subject to the Permitted Exceptions (the "Final Title Commitment"). All costs of issuing any owner's and/or lender's title insurance policy shall be charged to Buyer. Seller shall reasonably cooperate with respect to the satisfaction of any reasonable and customary requirements for issuing an ALTA standard coverage title insurance policy; provided, however, Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon: (a) the satisfaction of any requirement that is contrary to or inconsistent with the provisions of this Agreement; (b) the satisfaction of any requirement pertaining to Buyer or any obligation of Buyer; and/or (c) the availability or issuance of any extended or special title insurance coverage or title insurance endorsement.
5. PERMITTED EXCEPTIONS. Buyer agrees to accept the title and acquire the Property subject to and notwithstanding any of the following matters (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 or other visible or apparent occupancy or occupancy line; (e) any lien for current, non-delinquent property taxes and/or assessments; (f) local ordinances and zoning laws; (g) any outstanding reservations, severances, leases and/or other rights with respect to Minerals; (h) the provisions of this Agreement and any matter disclosed in this Agreement (including Addendum A); (i) easements, conditions, restrictions and/or other matters (except liens, if any) appearing of record; and (j) all matters (except liens, if any) referenced in the preliminary title insurance schedules described in Addendum A.
6. CLOSING. The closing shall be held at and/or administered thru the office of the Escrow Agent and shall be completed on or before 7/23/2021, or as soon as possible after said date upon completion of the survey (if applicable), the Final Title Commitment and Seller's closing documents). If Seller is unable to convey the Property in conformance with the requirements of this Agreement, either party may terminate this Agreement by written notice to the other and, in the event of such termination by either party, Buyer shall receive the Earnest Money as Buyer's sole and exclusive remedy; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the non-conformity 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 delivery of such notice or the targeted closing date stated above.
7. POSSESSION. Possession shall be delivered in accordance with Addendum A.
8. THE PROPERTY IS SOLD "AS IS, WHERE IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION AND/OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.
9. REMEDIES. If the Earnest Money is not effectively paid in accordance with this Agreement or if this sale fails to close due to Buyer's default (each a "Buyer Default"), Seller shall have the right to recover 10% of the purchase price as liquidated damages and the right to give notice terminating Buyer's right to acquire the Property (without prejudice to the right to recover liquidated damages). Upon such termination, Seller shall have the absolute and unconditional right to re-sell the Property free and clear of any right or claim of Buyer. Buyer agrees that 10% of the purchase price is fairly proportionate to the amount of Seller's damages due to a Buyer Default, which damages would otherwise be uncertain and difficult to ascertain. If such liquidated damages are adjudicated as unenforceable, Seller may recover actual damages plus attorney fees and expenses. If this sale fails to close due to Seller's default: (a) Buyer shall have the right to demand and receive a refund of the Earnest Money and, upon such demand and receipt, this Agreement shall be terminated in all respects; or (b) at any time prior to such termination, Buyer may elect instead to seek specific performance. If this sale fails to close, the Earnest Money shall be retained in escrow pending disbursement instructions: (i) signed by both parties (or by one party authorizing disbursement to the other); or (ii) in a final court order. In the event of a Buyer Default, Buyer agrees to sign and deliver a release of the Earnest Money for payment of the liquidated damages due Seller and, if Buyer fails to do so, Seller shall have the right to recover (in addition to any other recovery) attorney's fees and other expenses thereafter incurred by Seller in seeking to enforce any right or remedy. In a lawsuit to enforce a right or remedy under this Agreement, the prevailing party shall recover attorneys' fees and expenses and ANY RIGHT TO A TRIAL BY JURY IS WAIVED.
10. 1031 EXCHANGE. Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of the Property as part of an exchange under 26 U.S.C. § 1031 ("Exchange"). This Agreement may be assigned for purposes of an Exchange, but the assignor shall not be released from any obligation. A party is not required to assume or incur any additional obligation in connection with another party's Exchange.
11. GENERAL PROVISIONS. Schrader Real Estate and Auction Company, Inc., Berry Auctions and their respective agents are acting solely on behalf of and exclusively as the agents for the Seller. This Agreement shall bind and benefit the parties and their heirs, legal representatives and successors. This Agreement constitutes the entire agreement between the parties regarding the Property. Neither party is relying on any other statement or promise and neither shall be bound by any purported oral modification or waiver. Time is of the essence. If any provision of Addendum is inconsistent with a provision of this Agreement to Purchase, Addendum A shall control. All terms of this Agreement shall survive closing unless otherwise provided or required by the express terms of this Agreement. This Agreement may be executed in multiple counterparts, all of which together shall constitute the same instrument. The electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.
12. ACCEPTANCE DEADLINE. This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 o'clock p.m. (Central Time) on June 9, 2021.

Printed Name(s) of Buyer(s): _____

Signature(s) of Buyer(s): _____

Buyer's Address: _____ Tel: _____

Buyer's Email: _____ Lender/Contact: _____

ACCEPTED BY SELLER on June _____, 2021:

JAY STILLWATER PROPERTIES I, LLC, JAY STILLWATER PROPERTIES II, LLC, Sign: _____ (Frank Malcolm Jay, Jr.)

By: _____ (Steve Jay) By: _____ (Steve Jay) Sign: _____ (Ann Jay Berry)

ESCROW AGENT ACKNOWLEDGES RECEIPT OF EARNEST MONEY in the amt. of \$ _____ on _____ / _____ / 2021:

COMMUNITY ESCROW & TITLE CO., by: Sign: _____ Print: _____

EXHIBIT A

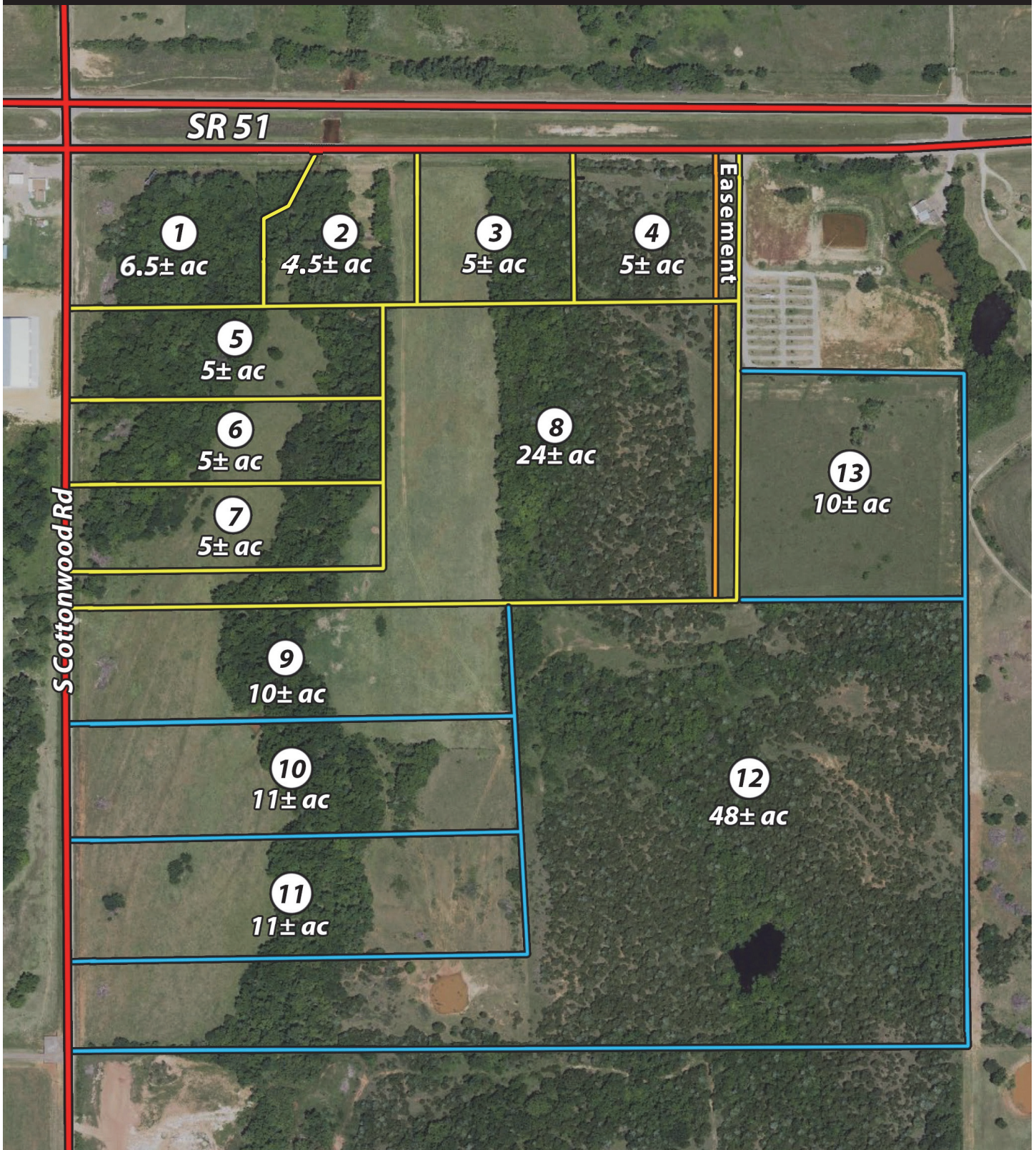
Revised Auction Tract Map

Buyer(s): _____

Sellers: _____

Auction Date: 6/8/2021

Pt. NW/4 Sec. 24-T19N-R1E in Payne 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.

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

Buyer(s): _____

Sellers: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

In cooperation with Berry Auctions

Auction Date: June 8, 2021

Sale Manager: Brent Wellings

Re: Public auction conducted on behalf of Jay Stillwater Properties I, LLC, Jay Stillwater Properties II, LLC, Frank Malcolm Jay, Jr. and Ann Jay Berry (as their interests appear with respect to the Property and/or with respect to the new easement described in Addendum B, hereinafter referred to collectively as "Seller")

Schrader Real Estate and Auction Company, Inc. and Berry Auctions welcome 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. A revised auction tract map is included in your Bidder's Packet as **Exhibit A**. As an update to the marketing materials, part of the original Tract 12 is now offered as Tract 13 and the route of the new easement has been revised to extend to the new north boundary of Tract 12. Also, Exhibit A is intended to better reflect the east-west and north-south dimensions of all tracts which are shown slightly out of proportion in the marketing materials.
3. You may bid on any individual tract, any combination of two or more of Tracts 1 - 8, or any combination of two or more of Tracts 9 - 13. (Tracts 1 - 8 may not be combined with Tracts 9 - 13.)
4. Bidding will remain open on the individual tracts and all permitted combinations until the close of the auction. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
5. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
6. The final bids are subject to the Seller's acceptance or rejection. Seller's acceptance may be delivered on the evening of the auction or any time the following day.

PART B - TERMS OF SALE OUTLINED:

7. A Buyer's Premium equal to 4% of the high bid amount will be charged to the Buyer and added to the bid amount to arrive at the purchase price.
8. 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.
9. 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 July 23, 2021.
10. The closing agent's fee to administer the closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay all costs of any loan obtained by Buyer. Seller will pay the documentary stamp tax.
11. Real estate taxes and assessments will be prorated to the date of closing.
12. Preliminary title insurance schedules dated May 17, 2021 have been prepared by Community Escrow & Title Co. 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.
13. Prior to closing, Buyer will receive a Final Title Commitment at Seller's expense in accordance with Section 4 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.
14. Buyer agrees to acquire the Property subject to the Permitted Exceptions as defined in Section 5 of the Agreement to Purchase, including but not limited to all easements and other exceptions listed in the preliminary title insurance schedules.
15. The sale of the Property does not include Minerals. For purposes of the Agreement to Purchase and this Addendum A, the term "Minerals" refers to all minerals under the surface of and/or that may be produced from the land comprising purchased tract(s) including, without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, and all rights, fixtures and/or equipment appurtenant thereto.
16. As an update to the marketing materials, the Property will be conveyed by special warranty deed (subject to the Permitted Exceptions and excluding all Minerals).
17. Possession shall be delivered at closing; provided, however: (a) each Buyer shall take possession subject to the existing pasture lease which expires July 31, 2021; and (b) the Buyer of Tract 1 shall take possession subject to the existing billboard leases which will expire August 31, 2021.

18. A new survey of all or any part of the Property to be conveyed at any closing shall be obtained if and only if: (a) the conveyance will involve the creation of a new parcel; or (b) the official(s) responsible for recording the deed 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.
19. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. Any survey of adjacent tracts purchased in combination will be for the perimeter only.
20. The cost of any survey obtained in accordance with this Addendum A shall be shared equally (50:50) by Seller and Buyer.
21. If a new survey is obtained for any closing in accordance with the provisions of this Addendum A, 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.
22. As shown in Exhibit A, the acre estimates have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)	Tract 12:	Tract 13:
Advertised / Brochure (±)	58	--
Revised / Exhibit A (±)	48	10

23. The acres shown in Exhibit A have been estimated based on: (a) the approximate total gross acres indicated by the property tax records and existing legal descriptions; 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 gross acres included with any tract or set of tracts.
24. According to the preliminary title evidence, Seller's north and west boundaries go to the section lines and, thus, Tracts 1-4 include (and are subject to) part of the right-of-way for SR 51 and Tracts 5-12 include (and are subject to) part of the right-of-way for S. Cottonwood Road. The acre estimates shown in Exhibit A are based on gross acres, including right-of-way acres. Any adjustment to the purchase price pursuant to paragraph 21 (above) will be based on the gross acres shown in the survey, including any land owned by Seller subject to a public road right-of-way.
25. 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.
26. 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 Seller's 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, Seller may elect instead to enforce the purchase contract according to its terms.

27. **Tract 1:** Tract 1 is subject to existing leases for the two billboards in the north part of Tract 1. The billboards are owned by the lessee. Seller intends to give notice of non-renewal so that existing billboard leases will expire on August 31, 2021 at the end of the current lease terms. Seller will retain the billboard income for the period ending August 31, 2021. The Buyer of Tract 1 may negotiate new leases with the owner of the billboards and will have the rights to any billboard income after August 31, 2021.
28. **Tract 1:** Tract 1 is subject to a highway easement granted to the State of Oklahoma in 1940 pursuant to which billboards within 150 feet of the centerline of the highway are prohibited and are subject to removal by the State Highway Commission. The existing billboards appear to be within 150 feet of the centerline of the highway. The Buyer of Tract 1 agrees to acquire the Property regardless of the location of the billboards in relation to the 150-foot set back requirement. Seller shall have no obligation before or after closing with respect to the billboards and/or any applicable set back requirement.
29. **Tract 2:** A structure on Tract 2 was formerly used as a home but has been vacant for many years. It is not habitable and is not offered as a dwelling.
30. **Tracts 3 & 4:** According to a deed recorded in 1950, it appears the State acquired fee simple title (not just an easement) to a 15' x 741' strip of land comprising the south part of the SR 51 right-of-way within Tract 4 and the east part of Tract 3. Notwithstanding the depiction of Tracts 3 and 4 in Exhibit A, it is anticipated that this 15-foot wide strip of land will be shown as excluded from Tracts 3 and 4 if a post-auction survey is obtained for these tracts. The Buyer(s) of Tracts 3 and 4 agree to acquire the property regardless of any such exclusion.
31. **Tracts 4, 8, 12 & 13:** Unless Tracts 4, 8, 12 and 13 are all purchased by the same bidder and acquired simultaneously at concurrent closings, Tracts 4, 8, 12 and 13 (and any other tract/s purchased in combination with any of Tracts 4, 8, 12 &/or 13), will be subject to and/or have the benefit of a new access and utility easement to be created in accordance with Addendum B in your Bidder's Packet. Subject to the provisions of Addendum B:
 - a. The new easement will be created within a 70-foot wide easement corridor, as approximately depicted in Exhibit A; and
 - b. Prior to the recording of the first conveyance of any of Tracts 4, 8, 12 and/or 13, an Access & Utility Easement (with cost-sharing provisions) will be recorded in substantially the form which is attached to Addendum B.

32. **Tracts 9 - 13:** If Tract 13 is purchased in combination with any of Tracts 9 - 12, it will be necessary to allocate a portion of the purchase price to Tract 13 for the purpose of administering the closing. As between Buyer and Seller, any such allocation shall be determined solely by Seller.
33. Portable cattle panels, hay feeders, feed troughs, wild game feeders, hunting stands and blinds located on the auction property are **excluded** from the sale of any tract.
34. Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website and are available for further review in the auction information area. The information booklets include information obtained or derived from third-party sources, including soil maps, topography 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, Seller, Schrader Real Estate and Auction Company, Inc. and Berry Auctions disclaim any warranty or liability for the information provided.
35. Your bids are to be based solely upon your inspection. The Property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, no warranty or authoritative representation is made as to: (a) zoning matters; (b) whether or not the Property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the Property.
36. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase, Exhibit A, this Addendum A and Addendum B. The terms of these documents are non-negotiable.
37. Schrader Real Estate and Auction Company, Inc., Berry Auctions and their respective agents and representatives are exclusively the agents of the Seller. 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.

Acknowledged and agreed:

Buyer(s): _____

Sellers: _____

ADDENDUM A-1
SUPPLEMENTAL AUCTION ANNOUNCEMENT

(To be posted in the auction display area and read along with Addendum A as part of the oral announcements prior to bidding.)

Re: Public auction conducted on June 8, 2021 on behalf of Jay Stillwater Properties I, LLC, Jay Stillwater Properties II, LLC, Frank Malcolm Jay, Jr. and Ann Jay Berry with respect to certain real estate in Payne County, Oklahoma.

1. As an update to the marketing materials, the common boundary between Tracts 1 and 2 has been revised for purposes of the auction, as approximately depicted in Exhibit A.
2. As shown in Exhibit A, the acre estimates for Tracts 1 and 2 have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)	Tract 1:	Tract 2:
Advertised / Brochure (±)	6	5
Revised / Exhibit A (±)	6.5	4.5

3. If Tracts 1 and 2 are sold separately then with respect to any purchase that includes Tract 1 or Tract 2:
 - (a) This Addendum A-1 shall be acknowledged by the initials of the respective Buyers of Tracts 1 and 2 as part of the purchase documents to be signed at the conclusion of bidding; and
 - (b) This Addendum A-1 shall be attached to (and is hereby incorporated as part of) the Agreement to Purchase.

Acknowledged and agreed:

Buyer(s): _____

Sellers: _____

ADDENDUM B

Re. New Access & Utility Easement

Auction Date: June 8, 2021

Auction Company: Schrader Real Estate and Auction Company, Inc.

Auction Property: Pt. NW/4 Sec. 24-T19N-R1E in Payne County, Oklahoma

Unless Tracts 4, 8, 12 & 13 are all purchased by the same bidder and acquired simultaneously at concurrent closings, Tracts 4, 8, 12 & 13 (and any other tract/s purchased in combination with any of Tracts 4, 8, 12 &/or 13) will be subject to and/or have the benefit of a new access and utility easement to be created in accordance with the following provisions:

1. The new easement will be created within a 70-foot wide easement corridor, as approximately depicted in Exhibit A, subject to subparagraph 3(b) below.
2. Prior to the recording of the first conveyance of any of Tracts 4, 8, 12 &/or 13, an Access & Utility Easement (with cost-sharing provisions) shall be signed and recorded in substantially the form which is attached to this Addendum B, subject to paragraph 3 below.
3. Depending on the manner in which the tracts are purchased (i.e., the configuration of the individually-purchased tracts and/or tract combinations resulting from the auction), the attached form of Access & Utility Easement may be revised, prior to recording, as follows:
 - (a) If any tract is purchased apart from any of Tracts 4, 8, 12 &/or 13 (i.e., if such tract is not purchased as part of a combination that includes one or more of Tracts 4, 8, 12 &/or 13), such tract will be excluded from the "Subject Property" for purposes of the Access & Utility Easement.
 - (b) If Tracts 8, 12 & 13 are purchased by the same bidder and acquired simultaneously at concurrent closings, the "Easement Property" will be limited to the east 70 feet of Tract 4.

In order to facilitate the sale of the real estate at public auction, the attached form of Access & Utility Easement was prepared by an attorney who represents only the Title Company, in collaboration with an attorney who represents only the Auction Company. All other parties, including all Sellers and Buyers, are responsible for consulting with their own respective attorneys regarding the legal effect of the Access & Utility Easement, this Addendum B and/or any other document or matter pertaining to the auction and/or the auction property.

After Recording Return to:

ACCESS & UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Jay Stillwater Properties II, LLC, an Oklahoma limited liability company, Frank Malcolm Jay, Jr., and Ann Jay Berry (hereinafter “North Tract Owners”) are the record title owners of the real property described as follows:

The North Half (N/2) of the Northwest Quarter (NW/4) of Section Twenty-four (24), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, LESS AND EXCEPT the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of said Section Twenty-four (24), according to the U.S. Government Survey thereof.

(hereinafter “North Tract”)

and,

WHEREAS, Jay Stillwater Properties I, LLC, an Oklahoma limited liability company (hereinafter “South Tract Owner”), is the record title owner of the real property described as follows:

The South Half (S/2) of the Northwest Quarter (NW/4) of Section Twenty-four (24), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof.

(hereinafter “South Tract”)

and,

WHEREAS, the North Tract Owners desire to create and grant an Access and Utility Easement over a portion of the North Tract to provide legal right of access and utility access to the Benefited Parcels (as defined below), but do not wish for the easements described herein (hereinafter “Easement”) to merge into their fee simple ownership of the North Tract.

THEREFORE, the undersigned agree that the Easement Property (as defined below) shall be subject to the Easement and the North Tract and South Tract (collectively referred to herein as the “Subject Property) shall be subject to the covenants and obligations described herein, all in accordance with and subject to the following terms and conditions:

1. That for and in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the North Tract Owners hereby grant, convey and/or reserve to themselves and their successors and assigns, to the South Tract Owner and its successors and assigns, and to the future owners of the Benefited Parcels, an appurtenant private

Access Easement and Utility Easements for the installation, maintenance, and upkeep of a driveway/roadway (“Access Improvements”) and the installation, maintenance, and upkeep of all normal or needed utilities, including, but not limited to, electric, water, gas, communications, telephone, cable, and fiber optic necessary or convenient for the use and occupancy of the Benefited Parcels (“Utilities”), on, over and/or under the following described easements property, to-wit:

The East Seventy (70) feet of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4), of Section Twenty-four (24), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma

(herein the “Easement Property”)

2. That the Easement shall be deemed perpetual and shall not terminate for lack of use or abandonment and shall be deemed to benefit the Benefited Parcels (as they may exist at the relevant time, including those hereafter created by the conveyance of any portion of the Subject Property), for the non-exclusive use of the current and future owners of the Benefited Parcels, their guests and invitees and successors and assigns. At any given time, the “Benefited Parcels” shall consist of each parcel of land within the boundaries of the Subject Property that has Direct or Indirect Access to the Easement Property. “Benefited Parcel” refers to any one of the Benefited Parcels as they may exist at the relevant time. “Benefited Parcel(s)” refers to any one or more of the Benefited Parcels as they may exist at the relevant time. For purposes of the above definition of Benefited Parcels, and for purposes of Subsection 5(c) below, “Direct or Indirect Access” refers to: (a) direct abutting access between the Easement Property and any parcel that includes or abuts any part of the Easement Property, at all points where any part of such parcel abuts or overlaps any part of the Easement Property; or (b) indirect (non-abutting) access between the Easement Property and any parcel within the Subject Property, through any other part of the Subject Property, by means of a visible route, lane, driveway or roadway (other than a public road) that is used for the regular ingress and egress of motor vehicles between such parcel and the Easement Property and/or that is subject to an easement or other agreement allowing such use for the benefit of such parcel. (Any rights to such indirect access must exist or arise independently of this instrument. Nothing in this instrument is intended to create any easement outside of the Easement Property.)

3. That the Easement is intended to allow legal right of access and the construction, installation, extension, improvement, maintenance, repair and/or replacement of Access Improvements and Utilities for the benefit of the Benefited Parcels; *provided, however*, any use of the Easement Property for Utilities shall be secondary to (and shall not interfere with) its use for ingress and egress and Access Improvements.

4. Any work performed within the Easement Property in connection with the construction, installation, extension, improvement, maintenance, repair and/or replacement of Access Improvements and/or Utilities pursuant to the terms of this instrument (“Work”) may be performed by or on behalf of the owner(s) of any one or more of the Benefited Parcel(s). All Work shall be performed and completed: (a) in a good and workmanlike manner; (b) free and clear of liens; (c) as expeditiously as possible in accordance with good construction practice; (d) taking all reasonable

measures to prevent injury to person or damage to property; and (e) taking all reasonable measures to minimize the disruption of ingress and egress by means of the Easement Property. All Work shall include the restoration of surrounding areas disturbed or affected by the Work, including grading and seeding and the removal and proper disposal of any unused or residual materials, refuse and/or displaced trees or brush. The owner(s) performing the Work (and/or contracting for the performance of the Work) shall be responsible for: (i) overseeing the Work and ensuring that the Work complies (and is performed in compliance) with the provisions and requirements of this instrument; and (ii) paying the costs of the Work (subject to reimbursement in accordance with Section 5, below, if the Work constitutes Shared Work).

5. The cost of Shared Work shall be allocated and paid in accordance with the following provisions:

(a) Subject to Subsections 5(e) and 5(f) below, “Shared Work” refers to any Work performed with respect to Access Improvements and/or Utilities serving multiple Benefited Parcels.

(b) The cost of Shared Work performed with respect to any particular Access Improvements and/or Utilities shall be shared equally by the owners of the Benefited Parcels served by such Access Improvements and/or Utilities; *provided, however*: (i) if the Shared Work is performed in different parts or sections of the Easement Property serving different sets of Benefited Parcel(s) (each an “Easement Section”), the total cost of the Shared Work shall be divided and allocated fairly and equitably between or among each such Easement Section based on the extent and nature of the Work performed within each Easement Section; and (ii) the costs thus allocated to any particular Easement Section shall be paid by the owner(s) of the Benefited Parcel(s) served by that Easement Section and, if more than one Benefited Parcel is served by that Easement Section, such costs shall be allocated equally between or among such Benefited Parcels.

(c) For purposes of the foregoing provisions: (i) each Benefited Parcel shall be deemed to be served by all parts or sections of the Easement Property located between the public highway at the north end of the Easement Property and the most southerly point at which any part of the Easement Property provides Direct or Indirect Access to such Benefited Parcel; and (ii) the Access Improvements and/or Utilities located within any Easement Section shall be deemed to serve each Benefited Parcel served by that Easement Section.

(d) After the completion of any Shared Work, any owner(s) who has/have overpaid their share of the costs of such Shared Work shall be entitled to reimbursement and contribution from any owner(s) who has/have failed to pay (and/or who has/have underpaid) their share of such costs.

(e) Notwithstanding any other provision, “Shared Work” does not include any work performed with respect to any part of a secondary driveway or a secondary utility line or service drop that serves to provide access and/or utility service from the Easement Property to the interior portion(s) of a particular Benefited Parcel by connecting to and/or branching off from the Access Improvements and/or Utilities installed within the Easement Property.

(f) Notwithstanding any other provision, “Shared Work” does not include the

construction or installation of a paved surface (such as concrete or asphalt pavement) in connection with the original construction of a roadway or driveway within the Easement Property or as an improvement to an existing roadway or driveway with a previously unpaved surface. No owner shall be obligated to contribute to the original cost of paving the surface of a previously unpaved surface. However, if a roadway or driveway within the Easement Property is paved by one or more owner(s) at their own cost, the cost of thereafter maintaining the paved surface shall be shared in accordance with the provisions of this Section 5 if such maintenance otherwise constitutes Shared Work (as defined above).

6. That the Easement granted herein shall run with the land and shall not be deemed to be personally held by any party herein.

7. That, with respect to each limited liability company identified as a party to this instrument ("Entity"), such Entity and the individual purporting to sign this instrument on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this instrument; (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 instrument on behalf of such Entity; (c) the individual purporting to sign this instrument on behalf of such Entity has full power and authority to execute this instrument on behalf of (and as the binding act of) such Entity; and (d) this instrument has been properly executed on behalf of (and as the binding act of) such Entity.

Signed on the date(s) indicated below.

NORTH TRACT OWNERS:

Frank Malcolm Jay, Jr. (date)

Ann Jay Berry (date)

Jay Stillwater Properties II, LLC

BY: _____
Steve Jay (date)

SOUTH TRACT OWNER:

Jay Stillwater Properties I, LLC

BY: _____
Steve Jay (date)

STATE OF OKLAHOMA)
)
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public, in and for said county and state, on this _____ day of June 2021, personally appeared **Steve Jay** (on behalf of **Jay Stillwater Properties II, LLC**, an Oklahoma limited liability company, and also on behalf of **Jay Stillwater Properties I, LLC**, an Oklahoma limited liability company), to me known to be the identical person who subscribed his/her name to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and the free and voluntary act and deed of the limited liability company for the uses and purposes therein set forth.

My Commission Expires: _____ NOTARY PUBLIC

STATE OF OKLAHOMA)
)
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public, in and for said county and state, on this _____ day of June 2021, personally appeared **Frank Malcolm Jay, Jr.**, to me known to be the identical person who subscribed his/her name to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and the free and voluntary act and deed of the limited liability company for the uses and purposes therein set forth.

My Commission Expires: _____ NOTARY PUBLIC

STATE OF OKLAHOMA)
)
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public, in and for said county and state, on this _____ day of June 2021, personally appeared **Ann Jay Berry**, to me known to be the identical person who subscribed his/her name to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and the free and voluntary act and deed of the limited liability company for the uses and purposes therein set forth.

My Commission Expires: _____ NOTARY PUBLIC

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) on the _____ day of June, 2021:

Received & understood by SELLER on the _____ day of June, 2021:

Print Name: _____

Sign: _____ (Frank Malcolm Jay, Jr.)

Sign: _____

Sign: _____ (Ann Jay Berry)

Print Name: _____

Jay Stillwater Properties I, LLC and Jay Stillwater Properties II, LLC,

Sign: _____

By: _____ (Steve Jay)