

REAL ESTATE PURCHASE CONTRACT

This is a legally binding contract; if not understood, seek legal advice.

Oklahoma City, Oklahoma

_____, 2021
Date of Contract

1. **PROPERTY:** The undersigned buyer(s) ("Buyer") hereby agrees to purchase from the undersigned Seller(s) ("Seller") the following described property (the "Property"):

(a) The following described real estate (the "Land"): Lot [redacted], Block 1 of Council Business Park, being a part of the Southeast Quarter (SE/4) of Section Thirty (30), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma as shown on the recorded Final Plat of Council Business Park recorded June 8, 2021 in Book 80, Page 56 in the office of the Oklahoma County Clerk and attached hereto as Exhibit "A", which street address is [redacted] N Council, Oklahoma City, OK 73162;

(b) Less and except mineral rights. No mineral rights will convey;

(c) Together with all of the improvements in, on or under the Land (the "Improvements");

(d) Together with all of the appurtenances belonging thereto and all of Seller's right, title and interest in and to all streets, alleys and other public ways adjacent to the Land; and

(e) Subject to existing zoning ordinances and restrictions, including but not limited to the Simplified Planned Unit Development (SPUD) 1249 approved November 10, 2020 by the City Council of Oklahoma City attached hereto as Exhibit "B";, Private Drainage Easement recorded June 30, 2020 in Book 14392, Page 1347 in the office of the Oklahoma County Clerk and attached hereto as Exhibit "C", and the Access Easement Agreement recorded June 30, 2020 in Book 14392, Page 1350 in the office of the Oklahoma County Clerk and attached hereto to as Exhibit "D";

(f) Subject to a parking maintenance agreement to be named and recorded with the office of the Oklahoma County Clerk prior to the Closing.

The undersigned Buyer shall purchase from the undersigned Seller the above described Property upon the following terms and conditions:

2. **TERMS:** Buyer shall pay Seller for the Property the sum of [redacted] Thousand Dollars (\$ [redacted].00) payable as follows:

(a) The sum of \$5,000.00 (Five Thousand Dollars) as Earnest Money payable in Certified Funds to Leadership Real Estate, LLC receipt of which is hereby acknowledged. Earnest Money is **NON-REFUNDABLE** except as may be allowed in paragraph 3(c) and paragraph 4. Lowell Group, Inc. ("Broker") does not hold Earnest Money. Upon acceptance in writing and delivery of this Real Estate Purchase Contract, the Earnest Money shall promptly be deposited in the account of Leadership Real Estate, LLC, to be applied on the purchase price and/or closing costs at the time of the Closing;

(b) At Closing, IN CASH OR CERTIFIED FUNDS, the further sum of \$ [redacted].00 payable to Seller subject to the adjustments set forth in this Real Estate Purchase Contract.

3. **TITLE EVIDENCE:** Buyer shall be provided title evidence covering the Property showing marketable title vested in Seller according to the title standards adopted by the Oklahoma Bar Association.

(a) Such title evidence shall be in the form of Commitment for Owner's Title Insurance Policy. The premium for such Policy and any separate or additional attorney's fees incurred in examination of the abstract(s) of title shall be paid by Buyer. Abstracting costs incurred in preparing abstract(s) of title for review in connection with obtaining the Commitment for Owner's Title Insurance shall be paid by Seller. Such Policy shall insure Buyer in an amount equal to the purchase price.

(b) Seller agrees that Buyer, at Buyer's sole risk, liability and expense, shall have the right, until 5:00PM CST twenty one (21) days after the Date of this Real Estate Purchase Contract as stated above, to have a licensed surveyor enter upon the Property to perform and provide a survey of Buyer's choice. The survey shall be prepared by a licensed surveyor. Any encroachment shown on the survey shall be deemed to be a title defect, unless the title company agrees to provide affirmative coverage against loss arising from a final court order or judgment which denies the right to maintain the existing Improvements on the Land because of such encroachment.

Buyer's Initials _____

Seller's Initials _____

REAL ESTATE PURCHASE CONTRACT

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(c) Following the electronic delivery to Buyer of the Commitment for Owner's Title Insurance Policy or the certified survey, Buyer shall have five (5) calendar days, to examine same and return same to Seller with a written report specifying any asserted title defects or such title defects shall be conclusively deemed to have been waived. Seller shall have thirty (30) days after receipt of such report to correct such title defects and perfect title unless such time is extended in writing by Buyer. If Seller fails or for any reason is unwilling to cure any timely asserted title defects within such period, then unless Buyer waives such defects in writing, this Real Estate Purchase Contract will automatically terminate and the Earnest Money shall be refunded to Buyer less costs which Buyer has incurred. In the event this Real Estate Purchase Contract terminates as aforesaid, neither party shall thereafter have any liability or obligation to the other except as to any liability, obligation or expense which may arise from risk(s) and/or liability assumed herein by Buyer, including but not limited to paragraph 3(b) and paragraph 17 of this Real Estate Purchase Contract.

(d) The title to the Property shall be conveyed to Buyer by Special Warranty Deed in recordable form. Upon Closing, the existing abstract of title shall become the property of Buyer.

4. **INVESTIGATIONS, INSPECTIONS and REVIEWS:** Buyer, at Buyer's sole risk, liability and expense, shall have until 5:00PM CST, Ten (10) days from the Date of Contract as stated above, to complete a "Property Inspection" of the Property. If Buyer determines, in its sole judgment, that the Property is not suitable for Buyer's intended use or purpose, then Buyer may, on written notice delivered to Seller, before 5:00PM CST, Ten (10) days from the Date of Contract as stated above, terminate this Real Estate Purchase Contract, and it shall be null and void for all purposes. In the event Buyer terminates this Real Estate Purchase Contract according the permitted terms stated herein, neither party shall thereafter have any liability or obligation to the other except as to any liability, obligation or expense which may arise from risk(s) and/or liability assumed herein by Buyer, including but not limited to paragraph 3(b) and paragraph 17 of this Real Estate Purchase Contract.

5. **TAXES, ASSESSMENTS AND PRORATIONS:**

(a) Seller shall pay all expenses owing to the day of Closing, including, but not limited to, real estate ad valorem taxes, matured or unmatured special assessments and interest on any indebtedness assumed hereunder. If the amount of taxes cannot be ascertained, such proration shall be on the basis of the taxes paid for the preceding year. All other expenses shall be prorated on the basis of thirty days to the month on the basis of such expense paid for the previous month.

(b) Buyer shall pay all expenses for the day of Closing.

6. **CONDITION OF PROPERTY:** Buyer, by the Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then existing condition. To the best of Seller's knowledge, no hazardous substances or conditions exist on the Property. NO WARRANTIES are expressed or implied by Seller, Broker their affiliates or licensees that shall be deemed to survive the Closing with reference to the condition of the Property.

7. **CLOSING/POSSESSION:** This transaction shall be closed on or before Thirty (30) days from the Date of Contract as stated above (the "Closing"), unless the Closing is extended as may be required by Paragraph 3(c) above, or by written agreement of Seller and Buyer. Closing will be held with Amy Coker at Trustmark Title at 6307 Waterford Boulevard Suite 120, Oklahoma City, OK 73118.

8. **BUYER'S EXPENSE:** Buyer shall pay at the time of the Closing, IN CASH OR CERTIFIED FUNDS, one-half of the escrow closing fee, Buyer's recording fees, Oklahoma sales tax (if any), and all other funds required from Buyer set forth in this Real Estate Purchase Contract. No real estate brokerage fees are due or payable by Buyer.

9. **SELLER'S EXPENSE:** Seller shall pay at the time of the Closing, documentary stamps required, one-half of the escrow closing fee, Seller's recording fees (if any), and all other expenses required from Seller set forth in this Real Estate Purchase Contract. No real estate brokerage fees are due or payable by Seller.

10. **DEFAULT:** In the event of litigation for breach of this Real Estate Purchase Contract, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation.

Buyer's Initials _____

Seller's Initials _____

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11. **BINDING EFFECT:** This Real Estate Purchase Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their respective heirs, legal representatives, successors and permitted assigns. This Real Estate Purchase Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and Broker and its affiliated licensees. This Real Estate Purchase Contract may only be amended, modified, or assigned by written agreement signed by both Seller and Buyer.

12. **ACCEPTANCE TIME:** The foregoing offer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy to the undersigned Buyer on or before 5:00 p.m., seven (7) days from the Date of Contract as stated above. If the offer is not accepted, the Earnest Money shall be returned to Buyer.

13. **TIME IS OF THE ESSENCE.**

14. **ACKNOWLEDGEMENTS:** Buyer is aware that the Listing Broker, their agents and/or affiliated associates are members of the Selling entity and are participating in this transaction for investment purposes. Seller is aware that the Selling Broker, their agents and/or affiliated associates are members of the Buying entity and are participating in this transaction for investment purposes.

15. **Seller's 1031 EXCHANGE:** Notwithstanding any other provision in this Real Estate Purchase Contract relating to the sale of the Property, the parties acknowledge that it is the desire and intention of the Seller to qualify this transaction for a like kind tax deferred exchange under Regulation 1.1031(k)-1(g)(4) of the Internal Revenue Code of 1986 as amended. Buyer shall cooperate fully with the Seller in implementing said tax deferred exchange. However, in no instance, shall Buyer incur any additional expense due to the Seller's disposition of the subject property as Relinquished Property.

16. **SELLER AND BUYER ACKNOWLEDGEMENT:** Seller and Buyer Acknowledge that they have read and agree to the terms in the form attached hereto as "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services".

17. **DISCLAIMER AND INDEMNIFICATION:**

(a) Buyer acknowledges the Property may or may not have access to desired services and Buyer shall determine how to acquire and meet specific service needs.

(b) Buyer, at Buyer's expense, shall obtain the necessary permits and inspection approvals for Buyer's intended improvements to or on the Property from any municipal and/or government agencies having jurisdiction over the Property.

(c) Buyer is responsible for maintaining the as built designed storm water runoff provisions, requirements and/or limits as they impact the Property and any surrounding properties. Buyer shall not block, redirect or alter storm water runoff in any way.

(d) Buyer is responsible for maintaining the designed parking lot and or parking spaces as built. Buyer shall not block, redirect or alter parking lot and or parking spaces in any way.

(e) It is expressly understood by Buyer that the Seller and Broker and their affiliated associates and licensees do not warrant the present or future value, size by square footage, condition or structure of the Property or any Improvements.

(f) Buyer holds the Seller, Broker and its affiliated associates and licensees harmless in the event of losses, claims or demands related to this purchase.

This paragraph is deemed a covenant running with the land and shall survive the Closing and shall be binding on Buyer and Buyer's heirs, successors and assigns.

Buyer's Initials _____

Seller's Initials _____

REAL ESTATE PURCHASE CONTRACT

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18. **BUYER'S OFFER:** Buyer submits the foregoing offer and shall purchase the above-described Property on the terms and conditions herein stated.

Buyer: _____ FEIN # _____
(Print Buyer's name exactly as title will be taken)

(Signature/Title)

19. **SELLER'S ACCEPTANCE:** Seller accepts the foregoing offer this ___ day of _____, 2021 and shall sell the above-described Property on the terms and conditions herein stated.

Seller: Leadership Real Estate, LLC FEIN # 73-1496081

(Signature/Title)

Attachments to Purchase Agreement:

- Exhibit "A" – Plat of Council Business Park
- Exhibit "B" – SPUD 1249
- Exhibit "C" – Private Drainage Easement
- Exhibit "D" – Access Easement Agreement
- Disclosure of Brokerage Duties, Responsibilities and Services

A P P R O V E D

11-10-2020

Exhibit "B"

BY THE CITY COUNCIL
Dianne Kasey CITY CLERK

THE CITY OF OKLAHOMA CITY
SIMPLIFIED PLANNED UNIT DEVELOPMENT

SPUD-1249

MASTER DESIGN STATEMENT FOR

Council Business Park

August 6, 2020

August 11, 2020

September 22, 2020

September 28, 2020

PREPARED BY:

Williams, Box, Forshee & Bullard, P.C.
522 Colcord Drive
Oklahoma City, OK 73102
405-232-0080
405-236-5814 fax
dmbox@wbfbllaw.com

SPUD-1249 MASTER DESIGN STATEMENT

This document serves as the Master Design Statement and fulfills the ordinance requirements for the Simplified Planned Unit Development (Chapter 59, Section 14150.B of the Oklahoma City Municipal Code, 2020).

I. Special Development Regulations:

The following Special Development Regulations and/or limitations are placed upon the development of the Simplified Planned Unit Development. Planning and zoning regulations will be those, which are in effect at the time of development of this Simplified Planned Unit Development. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this Simplified Planned Unit Development. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the City of Oklahoma City's Planning and Zoning Code as such exists at the time of development of this Simplified Planned Unit Development. In the event of conflict between provisions of this SPUD and any of the provisions of the Oklahoma City Municipal Code, as amended ("Code"), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this SPUD, the provisions of the Code shall prevail and be controlling; provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this SPUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this SPUD, such Special Use and Development Regulations of this SPUD shall prevail and be controlling.

This SPUD shall be developed in accordance with the regulations of the **I-1 Light Industrial District** (OKC Zoning Ordinance, 2020), except as modified herein.

1. The following uses shall also be permitted with this SPUD:

Administrative and Professional Office (8300.1)

Adult Day Care Facilities (8300.2)

Agricultural Processing: Limited (8150.2)

Animal Sales and Services: Grooming (8300.8)

Animal Sales and Services: Kennel and Veterinary, Restricted (8300.11)

Automotive and Equipment: Cleaning and Repairs, Light Equipment (8300.14)

Automotive and Equipment: Automobile Dealerships and Malls (8300.18) [This use unit is further restricted to prohibit outdoor display of vehicles. Rather, it is anticipated that this use unit would allow the sale of cars through an online sales function and not operate as a traditional automobile mall]

Automotive and Equipment: Storage (8300.21) [This use unit is further limited to prohibit any outdoor storage]

Automotive and Equipment: Cleaning and Repairs, Light Equipment (8300.14)

Building Maintenance Services (8300.23)

Business Support Services (8300.24)
Child Care Centers (8300.25)
Communications Services: Limited (8300.29)
Construction Sales and Services (8300.31)
Convenience Sales and Personal Services (8300.32)
Custom Manufacturing (8350.3)
Dwelling Units and Mixed Uses (8200.2)
Eating Establishments: Drive-In (8300.34)
Eating Establishments: Fast Food (8300.35)
Eating Establishments: Fast Food, With Drive-Thru Order Window (8300.36)
Eating Establishments: Sitdown, Alcohol Permitted (8300.38)
Food and Beverage Retail Sales (8300.41)
Funeral and Interment Services: Undertaking (8300.44)
Gasoline Sales, Large (8300.45)
Industrial, Light (8350.8)
Laundry Services (8300.48)
Light Public Protection and Utility: General (8250.12)
Light Public Protection and Utility: Restricted (8250.13)
Lodging Accommodations: Commercial Lodging (8300.51)
Low Impact Institutional: Neighborhood-Related (8250.14)
Medical Services: General (8300.52)
Medical Services: Restricted (8300.53)
Participant Recreation and Entertainment: Indoor (8300.55)
Personal Services: General (8300.58)
Personal Services: Restricted (8300.59)
Personal Storage (8300.60)
Repair Services: Consumer (8300.61)
Research Services: Restricted (8300.62)
Retail Sales and Services: General (8300.63)
Senior Independent Living (8200.13)
Wholesaling, Storage and Distribution: Restricted (8350.16)

2. Maximum Building Height:

The maximum building height within this SPUD shall be governed by the base zoning district.

3. Maximum Building Size:

There shall be no maximum building size within this SPUD.

4. Minimum Lot Size:

There shall be no minimum lot size within this SPUD.

5. Building Setback Lines:

There shall no interior building setback requirements. Perimeter setback regulations shall be as follows:

North: 10'
West: 5'
South: 5'
East: 0'

6. Sight-proof Screening:

Perimeter fencing to be provided along the South, North and West property lines. Said fence shall be no less than six feet and no greater than eight feet in height. Said fence may be constructed of wood and or decorative metal, except that solid metal panel fences shall be prohibited.

7. Landscaping:

A five-foot landscape buffer shall be provided along the North and West boundaries of the SPUD. Trees planted on an average 30-foot centers shall be provided with the buffers. Additionally, a tree shall be required within each parking lot island within the SPUD. No other landscaping requirements within Section 59-11250 shall apply.

8. Signs:

8.1 Freestanding Accessory Signs:

There shall not be any freestanding signs within this SPUD.

8.2 Attached Signs:

Attached signs will be in accordance with the base zoning district regulations.

8.3 Non-Accessory Signs:

Non-Accessory signs shall be prohibited within this SPUD.

8.4 Electronic Message Display Signs:

Electronic Message Display signs shall be prohibited within this SPUD.

9. Access:

Primary access shall be from Council Road via a shared private access with the property to the east. Shared access between surrounding properties is permitted. The SPUD is not required to have frontage on a public street.

Access to individually platted lots shall be permitted from private drives. The private drive shall be placed within a platted common area and/or platted access easement designated for access purposes. Minimum easement/common area width of private drives shall be 24 feet. Minimum paving width of private drives shall be 24 feet.

A 4-foot sidewalk will be constructed as presented in the exhibit.

10. Parking Regulations:

Parking regulations shall be in accordance with Section 59, Article X of the Oklahoma City Municipal Code, 2020, as amended.

An individual platted lot is not required to provide on-site parking. Required parking and maneuvering may be provided within a platted common area and/or private access easement. Off-site shared parking and maneuvering shall be permitted in order to comply with parking requirements. Parking provided in front of overhead doors shall be permitted to be counted towards required parking requirement.

II. Other Development Regulations:

1. Architecture:

Regulations for structures within this SPUD shall be as provided in the I-1 Light Industrial District.

2. Open Space:

N/A.

3. Street Improvements:

N/A.

4. Other:

4.1 Lighting:

The site lighting in this SPUD shall be in accordance with Chapter 59, Article XII, Section 59-12350 of the Oklahoma City Municipal Code, 2020, as amended.

4.2 Drainage:

Development of this parcel will comply with Chapter 16 of the Oklahoma City Municipal Code, 2020, as amended.

4.3 Dumpsters:

Dumpsters shall be consolidated where practical and shall be placed no closer than 10 feet from all property lines adjacent to residential use.

4.4 Platting:

Platting shall be required within this SPUD.

SPUD parcel and/or platted lots are not required to have frontage on an approved street. Access and frontage for individual platted lots shall be permitted from private drives. The private drive shall be placed within a platted common area and/or platted access easement designated for access purposes. A property owners association through the use of recorded covenants and restrictions shall govern maintenance of the private drive.

4.5 Overhead Doors

Overhead doors shall be permitted in locations as depicted on Exhibit B. Any overhead doors that are on the easternmost buildings and face east, shall consist of glass and metal and be storefront like in appearance.

III. Supporting Documents:

Exhibit A: Legal Description

Exhibit B: Site Plan – Conceptual

EXHIBIT A

LEGAL DESCRIPTION

SPUD Tract
Leadership Real Estate, LLC
Oklahoma City, Oklahoma

August 4, 2020

A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty (30), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being particularly described as follows:

COMMENCING at the Northeast corner of said Southeast Quarter (SE/4);

THENCE South 00°07'04" East, along the East line of said Southeast Quarter (SE/4), a distance of 1,478.30 feet to the Southeast corner of the Special Warranty Deed recorded at Book 13876, Page 1705, filed in the offices of the County Clerk of Oklahoma County, Oklahoma;

THENCE South 89°51'33" West, along the South boundary line of said Special Warranty Deed, a distance of 179.61 feet to the **POINT OF BEGINNING**;

THENCE South 00°08'27" East, perpendicular to said South boundary line, a distance of 200.52 feet;

THENCE South 89°52'51" West, a distance of 355.07 feet to a point on the South line of said Special Warranty Deed;

THENCE along the South boundary line of said Special Warranty Deed for the following Two (2) courses:

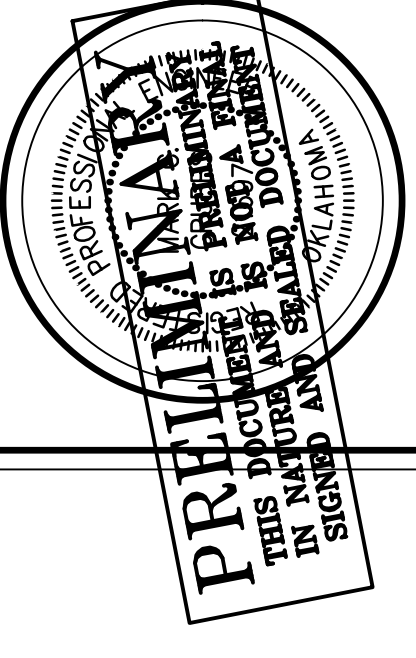
1. North 00°08'27" West, a distance of 200.39 feet;
2. North 89°51'33" East, a distance of 355.07 feet to the **POINT OF BEGINNING**.

Said tract of land containing 71,175 square feet or 1.6340 acres, more or less.

The basis of bearings for the above-described tract of land is a bearing of South 00°07'04" East along the East line of said Southeast Quarter (SE/4).

Prepared by Durham Surveying, Inc.
Jon Glazier, PLS No. 1720

RUBBS CONSULTING, LLC
 CIVIL ENGINEERING & LAND PLANNING
 1800 S. 3188 ROAD
 YUKON, OK 73099
 Phone: (405) 265-0641
 Fax: (405) 265-0649
 GRUBBS CONSULTING, LLC, CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 08/30/22

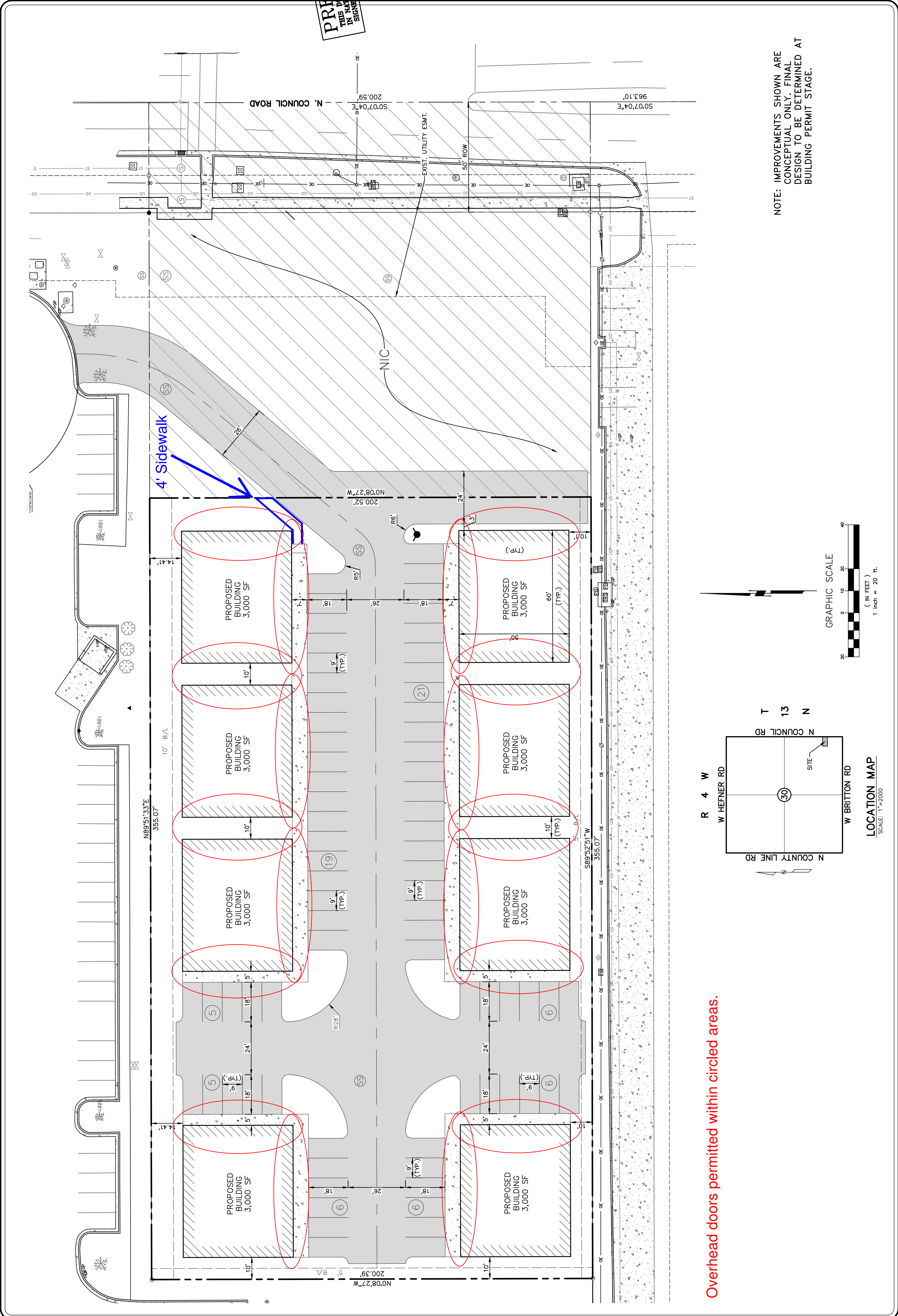


9601 N COUNCIL
 9601 N COUNCIL RD
 OKLAHOMA CITY, OKLAHOMA
SITE PLAN - CONCEPTUAL

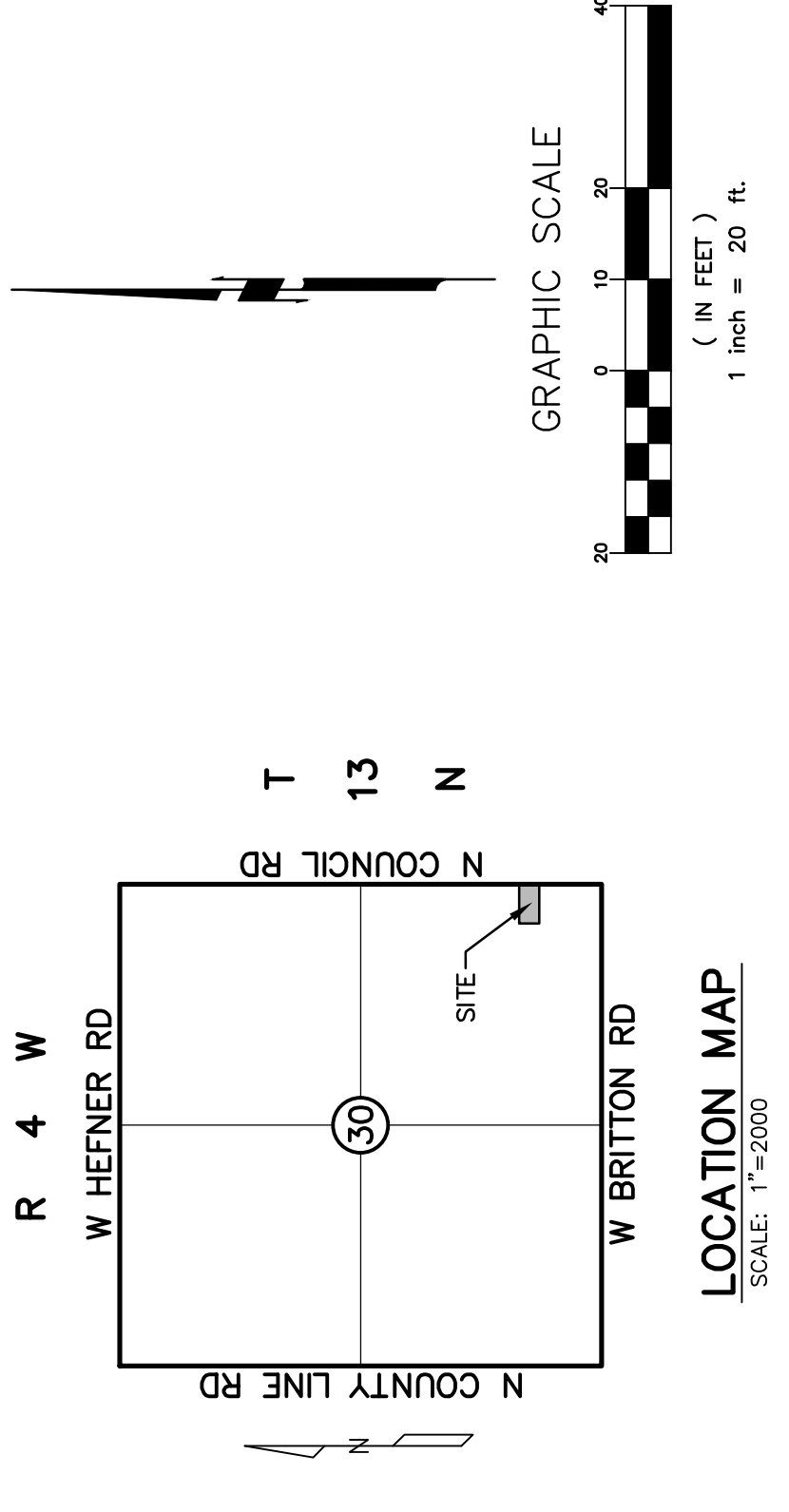
NO.	DESCRIPTION	DATE

Revisions:
 Date: 08/05/2020
 Scale: (Horiz) 1"=20'
 (Vert) N/A
 Drawn By: CSJ
 Checked By: MCB
 Approved By: MCB
 Proj No.: 19-050

SHEET NUMBER
EXH-B



NOTE: IMPROVEMENTS SHOWN ARE CONCEPTUAL ONLY. FINAL DESIGN TO BE DETERMINED AT BUILDING PERMIT STAGE.



Overhead doors permitted within circled areas.

Exhibit "C"

PRIVATE DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

Council Trails, LP an Oklahoma Limited Partnership, (as "Grantor"), for good and valuable consideration, receipt of which is hereby acknowledged, does hereby impose on the following described property ("private drainage area") situated in Oklahoma County, Oklahoma, to wit:



See Exhibit(s) "A" Attached Hereto and Made A Part Hereof

for the continuing benefit of Leadership Real Estate, L.L.C. an Oklahoma Limited Liability Company (as "Grantee") its successors and assigns. Grantor shall not construct or allow to remain in the private drainage area any structures, stored materials, grading, fill, or other temporary or permanent obstruction, including but not limited to fences, that cause or may cause a blockage of or an adverse effect on the flow or drainage of the storm water or surface water over, through, or upon the private drainage area. The Grantor retains the continuing responsibility for maintaining the private drainage area and any facility or improvement therein or necessary to prevent a blockage of or an adverse effect on the flow or drainage of the storm water or surface water over, through, or upon the private drainage area and to maintain compliance with Oklahoma City Municipal Code, as may be amended. This private drainage area restriction shall run with the land and be binding upon Grantor and its successors and assigns. The Grantor shall be solely responsible for the continued operation and maintenance of the private drainage area and all drainage facilities and improvements thereon.

This private drainage easement does not create upon the Grantee and the Grantee does not assume any obligation, liability or responsibility to accept, operate or maintain any drainage facilities, improvements, or services in the private drainage area. No amendment to or termination of this Easement shall be effective except as agreed upon by both Grantor and Grantee in writing.

Dated this 23 day of June, 2020.

By: [Signature]
Signature

J. Ryan Hamilton
Print Name/Title

State of Missouri
County of Greene) ss.

Signed and sworn to before me on this 23 day of June, 2020, by J. Ryan Hamilton,
as Member-Manager

My Commission Expires: 5-19-2024
My Commission Number: 12381273

[Signature]
Notary



Return to:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File # 710101903542

EXHIBIT "A"

LEGAL DESCRIPTION

DRAINAGE EASEMENT
Leadership Real Estate, LLC
Oklahoma City, Oklahoma

April 2, 2020

A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty (30), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being particularly described as follows:

COMMENCING at the Northeast corner of said Southeast Quarter (SE/4);

THENCE South 00°07'04" East, along the East line of said Southeast Quarter (SE/4), a distance of 1,478.30 feet to the Southeast corner of the Special Warranty Deed recorded at Book 13876, Page 1705, filed in the offices of the County Clerk of Oklahoma County, Oklahoma;

THENCE along the South boundary line of said Special Warranty Deed for the following Four (4) courses:

1. South 89°51'33" West, a distance of 50.00 feet to the **POINT OF BEGINNING**;
2. Continuing South 89°51'33" West, a distance of 484.68 feet;
3. South 00°08'27" East, a distance of 200.39 feet;
4. South 89°52'51" West, a distance of 30.00 feet;

THENCE North 00°08'27" West, a distance of 142.38 feet;

THENCE North 89°51'33" East, a distance of 5.00 feet;

THENCE North 00°08'27" West, a distance of 13.00 feet;

THENCE North 89°51'33" East, a distance of 15.00 feet;

THENCE North 00°08'27" West, a distance of 55.00 feet;

THENCE North 89°51'33" East, a distance of 494.68 feet to a point on the West line of a 17 foot Easement to the City of Oklahoma City, recorded at Book 5116, Page 79, filed in the offices of the County Clerk of Oklahoma County, Oklahoma, said line also being 50 feet West of the East line of said Southeast Quarter (SE/4);

THENCE South 00°07'04" East, along said West line, parallel to said East line, a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said tract of land containing 9,993 square feet or 0.2294 acres, more or less.

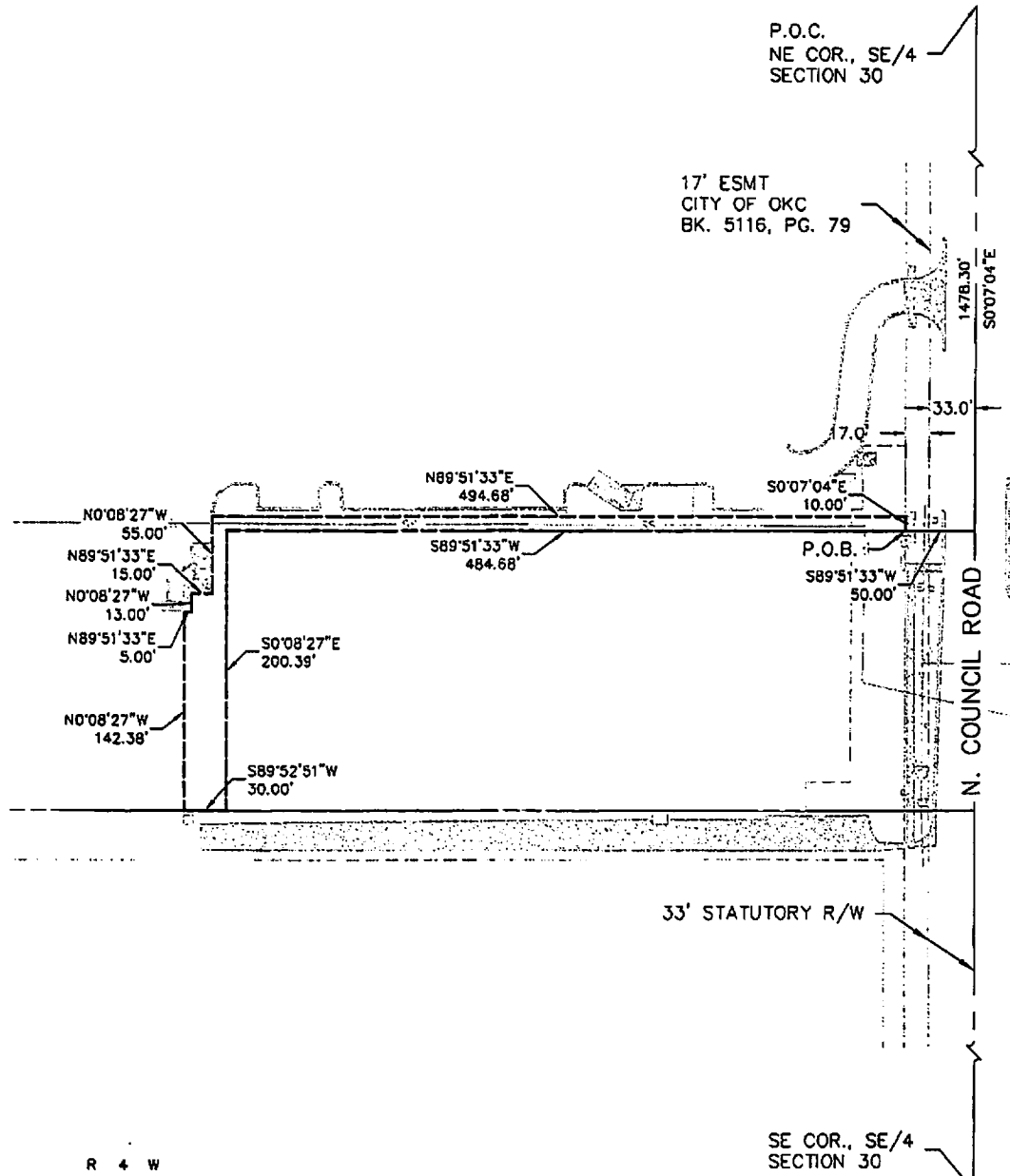
The basis of bearings for the above-described tract of land is a bearing of South 00°07'04" East along the East line of said Southeast Quarter (SE/4).

Prepared by Durham Surveying, Inc.
Jon Glazier, PLS No. 1720

T:\2020\20-013\Docs\20-013_Legal Description_Drainage Easement.docx

DRAINAGE EASEMENT LEADERSHIP REAL ESTATE, LLC

PART OF SECTION 30, T13N, R4W, I.M.
OKLAHOMA CITY, OKLAHOMA CO., OKLAHOMA



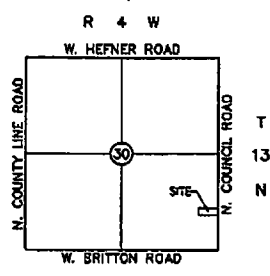
P.O.C.
NE COR., SE/4
SECTION 30

17' ESMT
CITY OF OKC
BK. 5116, PG. 79

P.O.B.
S89°51'33\"/>

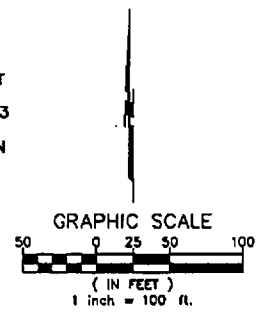
33' STATUTORY R/W

SE COR., SE/4
SECTION 30



Location Map
SCALE: 1" = 400'

4/2/2020



JRH
DURHAM SURVEYING, INC.

1800 SOUTH SARA ROAD
YUKON, OKLAHOMA 73099
Ph. (405) 265-3404 Fax (405) 265-0849
CERTIFICATE OF AUTHORIZATION NO. 5313, EXP. DATE 06/30/2020

Exhibit "D"

20200630010934450
EASE 06/30/2020
01:47:24 PM Book:14392
Page:1350 PageCount:13
Filing Fee:\$42.00
Doc. Tax:\$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten



AFTER RECORDING RETURN TO:

Brent Lowell
P.O. Box 721413
Oklahoma City, OK 73172

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is formed and agreed to this 25th day of June, 2020, by and between Leadership Real Estate, LLC, an Oklahoma Limited Liability Company (herein "LRE"), whose address is P.O. Box 721413, Oklahoma City, Oklahoma 73172 and Council Trails, LP, an Oklahoma Limited Partnership (herein "CT") whose address is 3556 South Culpepper Circle, Suite 4 Springfield, MO 65804.

RECITALS:

- A. LRE is the owner of Tract A (herein "Tract A") further described on Exhibit "A" attached hereto.
- B. CT is the owner of Tract B (herein "Tract B") further described on Exhibit "B" attached hereto.
- C. Access to and from Tract A and the major arterial section line road known as Council Road, recognized as such by the City of Oklahoma City, shall be granted across a portion of Tract B by the Access Easement (herein "AE") created by this Agreement and further described on Exhibit "AE" attached hereto.

AGREEMENTS:

In consideration of the above premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the covenants and agreements are as follows:

1. Definitions. The following terms have the respective meanings set forth below:
 - 1.1 "AE" means the area providing access to and from Tract A across Tract B further described on Exhibit "AE" attached hereto.

Return to:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File # 710101903542

- 1.2 "Owners" means collectively, Owners of Tracts A and B defined in RECITALS paragraph above and "Owner" means any one of the Individual Owners within Tract A and the Owner of Tract B defined in RECITALS paragraph above.
- 1.3 "Permittees" means the Owners' representatives, visitors, invitees, contractors and tenants.
- 1.4 "Properties" means collectively all Tracts defined in RECITALS paragraph above and "Property" means any portion of the Tracts defined in RECITALS paragraph above which portion is separately owned by an Owner.

2. Grant of Easement.

- 2.1 Access Grant. Tract A Owners and their Permittees are hereby granted and conveyed a perpetual, non-exclusive easement over and across the AE for the purpose of providing vehicular and pedestrian ingress and egress to and from Tract A and the major arterial section line road known as Council Road, recognized as such by the City of Oklahoma City.
- 2.2 Rights Reserved. Except as otherwise expressly provided herein, nothing contained in this paragraph two shall deprive any Owner from legally developing or constructing improvements upon such remaining portions of their respective Property in such manner and configuration or location as they may desire from time to time, all without the necessity of notice to or consent from any other person provided improvements in no way hinder the agreement made herein.

3. Maintenance of Easement.

- 3.1 Maintenance. The expense of maintaining the AE shall be borne 50% by the Owners of Tract A and 50% by Owner of Tract B. Maintenance shall include but not be limited to keeping paved areas in good condition and state of repair, well surfaced, striped (if applicable), sightly in appearance, including the prompt removal of all trash, debris, snow, and other obstacles.

- 3.2 Extraordinary Repair Costs. Any extraordinary cost of repair or rebuilding any or all of the pavement, curbing, or other improvement located within the AE shall also be shared according to the shares set forth above; provided, however, that in the event that any extraordinary cost of repair or rebuilding is due solely to the act or omission, whether through negligence or otherwise, of either Owner or its Permittees, such Owner shall be solely liable for such extraordinary cost.
- 3.3 Capital Improvements. Any and all capital improvements shall be mutually agreed upon by the Owners, and the costs for such capital improvements shall be shared by the Owners according to the proportionate shares. This paragraph shall only be effective for those capital improvements that occur after the initial construction and completion of the driveway within the AE. Also, for purposes of this paragraph, the cost of resurfacing, repairing and striping of the shared driveway shall not be considered a capital improvement; rather, it shall be considered a cost of operating, maintaining, and repairing or an extraordinary cost of repair or rebuilding described above as the case may be.
- 3.4 Effective date. The effective date for the shared costs detailed in this entire paragraph Three shall not commence until the development of Tract A occurs as evidenced by the permit date issued by the City of Oklahoma City for improvements upon Tract A. Any costs or expenses outlined in this Paragraph Three shall be borne 100% by Tract B Owner until the effective date stated herein.
4. No Obstructions. No Owner shall erect or place, or permit the erection or placement of any obstruction including but not limited to, dumpsters, refuse receptacles, vehicles, trailers, bicycles, any post, sign, wall, fence, gate or other obstruction on its Property which would prevent or unreasonably hinder or interfere with the free flow of vehicular or pedestrian traffic on, over and across the AE. Further, the Owners shall cooperate with each other in the use of their respective Properties so that there shall be no obstruction of, or unreasonable interference with, the beneficial use and enjoyment of the easement rights granted herein by/to the Owners and their respective Permittees.
5. Insurance. Each Owner shall maintain in force, at its own expense, during the term of this Agreement, (a) a policy of Commercial General Liability Insurance issued by a company acceptable to the other Owner, and licensed to do business within the state of Oklahoma, which also names such other Owner as an additional insured of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
-

6. Indemnification. The Owners shall each indemnify, exonerate and hold the other Owner, its principals, officers, directors, agents, employees, servants and all persons for whom such other Owner is legally responsible harmless from and against any loss, cost, damage and expense of whatever kind arising directly or indirectly from the Owner's breach of this Agreement, including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is directly due to the gross negligence or willful misconduct of the other Owner or any person for whom the other Owner is legally responsible. The provisions of this section shall survive termination of this Agreement insofar as any claims with respect to such indemnification are filed prior to, or within twelve (12) months of the expiration or termination of the Agreement.
7. Right to Enforce. The Owners, their respective tenants, successors and assigns shall have the right to enforce the covenants, agreements, easements and other rights created and imposed by this Agreement. These rights to enforce specifically include, without limitation, the right to seek and obtain damages, specific performance and injunctive relief (prohibitive or mandatory) preventing the breach of or enforcing the performance of observance of the covenants, easements, rights and obligations contained herein. In addition, the Owners shall be entitled to any other rights and remedies afforded by applicable law or equity. In any litigation involving this Agreement, the prevailing Owner shall be entitled to recover from the non-prevailing Owner its costs and expenses, including, without limitation, its reasonable attorney's fees incurred in connection with such litigation.
8. Miscellaneous. The parties further agree as follows:
 - 8.1 Notices. Any notice to be given to any party to this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered in person, forty-eight (48) hours after being deposited in the United States Mail, by certified or registered mail, return receipt requested, with sufficient postage prepaid, or twenty-four (24) hours after being deposited with an overnight or next day courier service, all addressed to the other party at the address of the Owner of record at the time of notice.
 - 8.2 Entire Agreement. This instrument constitutes the entire agreement between the parties and there are no other agreements, understandings, warranties or representations between the parties, except as set forth herein.

- 8.3 No Partnership. Nothing contained in this Agreement and no action by any party hereto will be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between the parties.
- 8.4 Captions. The captions of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.
- 8.5 Binding Effect. The covenants, agreements, easements and other rights created and imposed by this Agreement shall bind and inure to the benefit of Owners of all Tracts or subdivision of Tracts defined in RECITALS paragraph above and their respective successors and assigns and shall be deemed covenants running with the land.
- 8.6 Severability. In the event any provision contained in this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which can be given effect without such invalid or unenforceable provision, and to this end the provisions hereof are declared to be severable.
- 8.7 Termination or Amendment. The covenants, agreements, easements and other rights created and imposed by this Agreement may be terminated or amended as stated below.
- 8.7.1 Upon the express written agreement of the Owners of all Tracts defined in RECITALS paragraph above at the time of amendment or termination. No Permittee or other person or entity shall be required or entitled to approve any such termination or amendment.
- 8.7.2 Owners of Tract A have the unilateral right to terminate this agreement should another access be developed or provided to the benefit of Tract A Owners. If a termination of this agreement is exercised according to the terms of this paragraph, the drive connecting Tract A to the AE shall be removed and restored to its original condition at the sole expense of Tract A Owners. Tract A Owners reserve the unilateral right to acquire an alternative access and also maintain this AE under the terms herein established.
-

8.8 Governing Law. This Agreement is being executed, delivered and is intended to be performed in Oklahoma City, Oklahoma County, Oklahoma. This Agreement is to be construed according to the laws of the State of Oklahoma applicable to contracts to be performed entirely within the State of Oklahoma by parties who are residents of the State of Oklahoma. All actions with respect to this Agreement may be instituted in the courts of the State of Oklahoma or the United States District Court sitting in Oklahoma City, Oklahoma. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(Signature Pages Attached)

LRE Signature Page to Access Easement Agreement

IN WITNESS WHEREOF, LEADERSHIP REAL ESTATE, LLC has executed this Agreement as of the date set forth above.

Leadership Real Estate, LLC,
An Oklahoma Limited Liability Company

By: Brent Lowell

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

ss:

COUNTY OF OKLAHOMA)

On this 25 day of June, 2020 before me, Lisa Kalman, the undersigned officer, personally appeared Brent Lowell and acknowledged himself to be the Managing Member of Leadership Real Estate, LLC, an Oklahoma Limited Liability Company (the "Company"), and that he, as such Managing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company as the Managing Member.

In witness whereof I hereunto set my hand and official seal.

Lisa Kalman

Notary Public

My Commission Expires: _____, 202_

(SEAL)

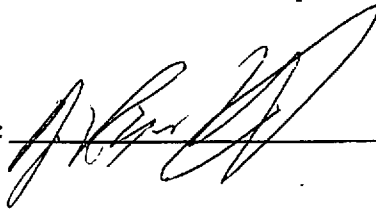


CT Signature Page to Access Easement Agreement

IN WITNESS WHEREOF, Council Trails, LP has executed this Agreement as of the date set forth above.

Council Trails, LP
An Oklahoma Limited Partnership

By: _____



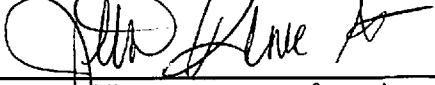
ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF Christ

ss:

On this 23 day of June, 2020 before me, Jeanette Renee Grant the undersigned officer, personally appeared Ryan Hamilton Managing Member and acknowledged himself/herself to be the Managing Partner of Council Trails, LP, An Oklahoma Limited Partnership (the "Company"), and that he/she, as such Managing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company as the Managing Member.

In witness whereof I hereunto set my hand and official seal.



Notary Public
Jeanette Renee Grant
My Commission Expires: 5-19-2024 2024

(SEAL)

JEANETTE RENEE GRANT
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires May 19, 2024
Commission #12381273

EXHIBIT "A"

TRACT A LEGAL DESCRIPTION

9601 N Council Road
Oklahoma City, Oklahoma County, Oklahoma

Being a tract of land situated in the Southeast Quarter (SE/4) of Section Thirty (30), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian in the City of Oklahoma City, Oklahoma County, Oklahoma, said tract of land being a portion of that parcel of land described in the deed to Four Corners Development, LLC recorded in instrument number 20180719010988610 of the Deed Records of Oklahoma County, Oklahoma, said tract of land being more particularly described as follows:

COMMENCING at the East Quarter corner of said Section 30;

THENCE South 00°07'04" East, along the East line of said Section 30, a distance of 1478.29 feet to the POINT OF BEGINNING;

THENCE South 00°07'04" East, continuing along the East line of said Section 30, a distance of 200.59 feet;

THENCE South 89°52'51" West, passing at a distance of 50.00 feet, a set ½ inch capped rebar stamped "JPH 7396" at the Northeast corner of Lot 2, Block 1, COUNCIL CROSSING, according to the plat recorded in Book 53, Page 74 of said Deed Records, and continuing along the North line of said Block 1, a total distance of 534.60 feet to a set ½ inch capped rebar stamped "JPH 7396";

THENCE North 00°08'27" West, a distance of 200.39 feet to a set ½ inch capped rebar stamped "JPH 7396";

THENCE North 89°51'33" East, passing at a distance of 484.68 feet a set ½ inch capped rebar stamped "JPH 7396" and continuing for a total distance of 534.68 feet to a set ½ inch capped rebar stamped "JPH 7396" at the POINT OF BEGINNING.

EXHIBIT "B"

TRACT B LEGAL DESCRIPTION

LEGAL DESCRIPTION:

Being a tract of land situated in the southeast quarter of Section 30, Township 13 North, Range 4 West of the Indian Meridian in the City of Oklahoma City, Oklahoma County, Oklahoma. Said tract of land being a portion of that parcel of land described in the deed to Four Corners Development, LLC recorded in Instrument number 2018071901988610 of the Deed Records of Oklahoma County, Oklahoma. Said tract of land being more particularly described as follows:

COMMENCING at the east quarter corner of said section 30; THENCE SOUTH 00 degrees 07 minutes 04 seconds EAST, along the east line of said section 30, a distance of 1278.44 feet to the POINT OF BEGINNING;

THENCE SOUTH 00 degrees 07 minutes 04 seconds EAST, continuing along the east line of said Section 30, a distance of 199.86 feet

THENCE SOUTH 89 degrees 51 minutes 33 seconds WEST, passing at a distance of 50.00 feet, a set 1/2 inch capped rebar stamped "JPH 7396" on the west line of a 17 foot wide easement to the City of Oklahoma recorded in Book 5116, Page 79 of said Deed Records, and continuing for a total distance of 534.68 feet to a set 1/2 inch capped rebar stamped "JPH 7396";

THENCE SOUTH 00 degrees 08 minutes 27 seconds EAST, a distance of 200.39 feet to a set 1/2 inch capped rebar stamped "JPH 7396" on the north line of Block 1, Council Crossing, according to the plat recorded in Book 53, Page 74 of said Deed Records;

THENCE SOUTH 89 degrees 52 minutes 51 seconds WEST, along the north line of said Block 1, a distance of 359.76 feet to a found 3/8 inch rebar;

THENCE NORTH 58 degrees 54 minutes 59 seconds WEST, along the northeast line of said Block 1, a distance of 537.79 feet;

THENCE NORTH 18 degrees 51 minutes 39 seconds EAST, passing at a distance of 5.00 feet, a set 1/2 inch capped rebar stamped "JPH 7396", and continuing for a total distance of 128.59 feet to a found 1/2 inch capped rebar stamped "SRB CA 3949";

THENCE NORTH 89 degrees 52 minutes 14 seconds EAST, passing at a distance of 325.87 feet, a found 1/2 inch rebar at the southwest corner of a parcel of land described in the deed to Prairie Springs Apartments, LLC recorded in Book 8293, Page 1467 of said Deed Records, and continuing along the south line of said parcel of land described in the deed to Prairie Springs Apartments, LLC, passing at a distance of 1262.54 feet a found 3/8 inch rebar on the west line of a 17 foot wide easement to the City of Oklahoma recorded in Book 5116, Page 79 of said Deed Records, and continuing for a total distance of 1312.54 feet to the POINT OF BEGINNING, containing 8.457 acres

Exhibit "AE"
Access Easement Legal Description

Oklahoma City, Oklahoma

April 2, 2020

A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty (30), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being particularly described as follows:

COMMENCING at the Northeast corner of said Southeast Quarter (SE/4);

THENCE South 00°07'04" East, along the East line of said Southeast Quarter (SE/4), a distance of 1,478.30 feet to the Southeast corner of the Special Warranty Deed recorded at Book 13876, Page 1705, filed in the offices of the County Clerk of Oklahoma County, Oklahoma;

THENCE along the South boundary line of said Special Warranty Deed for the following Two (2) courses:

1. South 89°51'33" West, a distance of 96.91 feet to the **POINT OF BEGINNING**;
2. Continuing South 89°51'33" West, along said South line, a distance of 37.00 feet;

THENCE North 00°08'27" West, perpendicular to said South line, a distance of 59.90 feet;

THENCE North 89°51'33" East, parallel to said South line, a distance of 11.31 feet;

THENCE Northeasterly on a curve to the left, having a radius of 18.00 feet, central angle of 83°26'40", chord bearing of North 48°08'13" East, chord distance of 23.96 feet, for an arc length of 26.21 feet;

THENCE North 06°24'53" East, a distance of 67.00 feet;

THENCE Northeasterly on a curve to the right, having a radius of 46.00 feet, central angle of 83°28'03", chord bearing of North 48°08'54" East, chord distance of 61.24 feet, for an arc length of 67.01 feet;

THENCE North 89°52'56" East, perpendicular to said East line, a distance of 1.43 feet to a point on the West line of a 17 foot Easement to the City of Oklahoma City, recorded at Book 5116, Page 79, filed in the offices of the County Clerk of Oklahoma County, Oklahoma, said line also being 50 feet West of the East line of said Southeast Quarter (SE/4);

THENCE South 00°07'04" East, along said West line, parallel to said East line, a distance of 30.00 feet;

THENCE South 89°52'56" West, perpendicular to said East line, a distance of 1.43 feet;

THENCE Southwesterly on a curve to the left, having a radius of 16.00 feet, central angle of 83°28'03", chord bearing of South 48°08'54" West, chord distance of 21.30 feet, for an arc length of 23.31 feet;

THENCE South 06°24'53" West, a distance of 67.00 feet;

Prepared by Durham Surveying, Inc.
Jon Glazier, PLS No. 1720

THENCE South 30°50'06" West, a distance of 34.51 feet;

THENCE South 59°30'27" West, a distance of 4.91 feet;

THENCE South 00°08'27" East, perpendicular to said South line, a distance of 40.36 feet to the **POINT OF BEGINNING**.

Said tract of land containing 6,234 square feet or 0.1431 acres, more or less.

The basis of bearings for the above-described tract of land is a bearing of South 00°07'04" East along the East line of said Southeast Quarter (SE/4).

Prepared by Durham Surveying, Inc.
Jon Glazier, PLS No. 1720

T:\2020\20-013\Docs\20-013_Legal Description_Access Easement.docx

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.

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

(Print Name) _____ (Signature) _____

(Print Name) _____ (Signature) _____