

REAL ESTATE PURCHASE CONTRACT

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

1. **PROPERTY:** The undersigned Buyer(s) ("Buyer") hereby agrees to purchase from the undersigned Seller(s) ("Seller") the following real property to wit: Part of NE/4 Sec 30 T9N R2W IM beginning 549.3'E SW/C N137.5' E50' S137.5' W50' POB in the City of Norman, Cleveland County, Oklahoma, which street address is 119 West Acres Street, Norman, Oklahoma 73069, together with all the improvements and appurtenances, if any thereunto belonging, subject to existing zoning ordinances, restrictions easements, and mineral rights previously reserved, or conveyed of record (collectively "the Property") upon the following terms and conditions:
2. **MINERAL RIGHTS:** Mineral Rights are excluded from this transaction.
3. **TERMS:** Buyer shall pay for Property the sum of one hundred five thousand and no/100 dollars (\$105,000.00) payable as follows:
 - (a) The sum of \$2,100.00 (check, or cash) as Earnest Money, receipt of which is hereby acknowledged, and upon acceptance in writing and delivery of this Contract, the Earnest Money shall be assigned to an appropriate Title Company selected by the Buyer and held in safe keeping to be applied on the purchase price and/or closing costs, if any, at the time of Closing; and
 - (b) At Closing, IN CASH OR CERTIFIED FUNDS, the further sum of one hundred two thousand nine hundred no/100 dollars (\$102,900.00) (subject to the adjustments set forth in this Contract);
4. **CONDITION OF PROPERTY:**
 - (a) Property is being purchased "AS IS". Buyer waives all inspections other than surveying the property and completing an environmental assessment.
 - (b) Utilities shall be turned on and left on at Seller's expense until closing.
 - (c) Until Closing or transfer of possession, the risk of loss to the Property by fire, casualty or otherwise (ordinary wear and tear excepted) shall be on the Seller. After Closing or transfer of possession, such risk shall be upon the Buyer.
 - (d) Unless otherwise agreed upon in writing, Buyer, by Closing, or taking possession of the Property, shall be deemed to have accepted the Property, including fixtures and equipment in the condition existing at Closing. Buyer is purchasing the Property based on Buyer's own inspection, unless waived, and NO WARRANTIES are expressed or implied by the Seller or any of their agents that will survive the Closing in reference to the condition of the Property or any fixture or equipment.

- (e) Except as otherwise provide above or in Property Condition Addendum (if required), Seller shall deliver the Property in its condition on the date of acceptance of the Contract, ordinary wear and tear excepted. Prior to Closing, Buyer shall have the right to a walk through of Property to verify such condition.

5. **INSPECTION AGREEMENT:** Seller acknowledges that the property will be unoccupied as of January 1, 2016. Buyer is granted the right to enter onto said property after January 1, 2016 at reasonable times for inspection, surveying, soil samples, or other inspection activities prior to the closing date, without the requirement for additional notification or permission to or from the Seller.

6. **SPECIAL PROVISIONS:** None requested by Buyer.

7. **TITLE EVIDENCE:** Seller shall furnish Buyer title evidence covering the Property, which shows 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 (check one)

 Commitment for Owner's Title Insurance Policy. The premium for such Policy, average abstracting, including the attorney's fees for examination of the abstract, the Mortgagee's Title Insurance Policy, if any, and a Mortgage Inspection Certificate (a representation of the boundaries of the Property and the improvements thereon), unless otherwise specified in paragraph 6 above, shall be paid by the Seller and by the Buyer. The Owner's Policy shall insure Buyer in an amount equal to the purchase price. The Mortgagee's Title Insurance Policy, if any, shall insure Lender(s) to the full extent of the loan(s). Such policies shall insure against unfilled mechanics' and materialmen's liens.

OR

 X **Abstract of Title.** The Seller, at Seller's expense, shall provide an abstract of title certified to date subsequent to the date of Contract (including a current Uniform Commercial Code Certification). Buyer shall, at Buyer's expense, obtain a Mortgagee's Title Insurance Policy, if required by the lender(s), and a Mortgage Inspection Certificate (a

representation of the boundaries of the Property and the improvements thereon), along with one of the following: (check one)

☒ Owner's Title Policy including a Title Examination by an attorney acceptable to the Title Insurer

OR

☐ Attorney's Opinion of Title

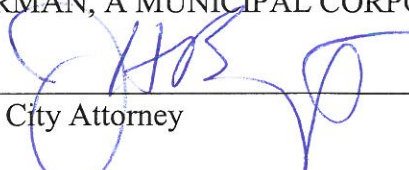
- (b) When a survey or a Mortgage Inspection Certificate, whichever is applicable, satisfactory to the title insurer is furnished showing no encroachment and/or boundary disputes, any title insurance policies shall provide usual encroachment coverage. In the event the survey or Mortgage Inspection Certificate discloses any encroachment(s) and/or boundary dispute(s), such policies shall provide encroachment coverage with exception(s) for matters disclosed by such survey or Mortgage Inspection Certificate, which exception(s) shall be subject to acceptance in writing.
 - (c) Seller shall make existing title evidence (base abstract of title or Owner's Title Insurance Policy) available to the escrow closing agent within a reasonable time after the date of acceptance of this Contract.
 - (d) Upon delivery to Buyer of the last of the current Commitment for Owner's Title Insurance Policy, the certified abstract or the certified survey or Mortgage Inspection Certificate, whichever are to be provided under this Contract, Buyer shall have a reasonable time, not to exceed 10 days, to examine same and return to Seller with a written report specifying any objections or defects in the title or such right to object shall be deemed waived. Seller shall have 30 days after receipt of such report to correct such defects and perfect title unless such time is extended in writing by Buyer. If Seller is unable or unwilling to cure any defects within such period, and the Buyer does not waive such defects in writing, this Contract will terminate as provided in Paragraph 9(b) below.
 - (e) The title to the Property shall be conveyed to Buyer by General Warranty Deed in recordable form unless otherwise specified in paragraph 6 above. Upon Closing, the existing abstract of title shall become the property of Buyer.
8. **TAXES, ASSESSMENTS AND PRORATIONS:** Unless otherwise specified in the Supplemental Financing agreement, Seller shall pay all expenses owing to the date of Closing including, but not limited to, real estate ad valorem taxes, matured or unmatured special assessments. Homeowner's Association dues, if any, insurance, all utility bills in Sellers name, and any other expenses related to the Property. 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.

9. **CLOSING/POSSESSION:** This transaction shall be closed on or before Friday, January 29, 2016 (the "Closing"), unless closing is extended as may be required by Paragraph 6 above, or by written agreement of Seller and Buyer with legal possession due to purchase of the premises to be delivered to Buyer at the time of Closing and actual and complete possession of the Property due to purchase to be given at closing.
10. **RIGHT OF ASSIGNMENT:** Seller agrees that Buyer shall have the right to assign the right to purchase the real estate to a Third Party Buyer ("TPB") for whatever purchase price and terms that Buyer and TPB are able to agree upon; that such TPB shall, in the absolute discretion of Buyer, be allowed to stand in the shoes of Buyer at closing in the purchase of the real estate in all respects, except that any purchase price offered by TPB in excess of that stated in paragraph 3 above shall inure to the benefit of Buyer.
11. **DEFAULT:**
 - (a) If Buyer wrongfully refuses to close, Seller and Buyer agree that since it is impractical and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to Seller. Seller may, at Seller's option, seek specific performance.
 - (b) If Seller's title defects cannot be corrected as herein provided, or if Seller wrongfully refuses to close, Buyer's Earnest Money shall be returned and Seller shall be liable for other expenses incurred on Seller's behalf as provided in this contract. Buyer may, at Buyer's option, seek specific performance.
 - (c) In the event a suit for specific performance is instituted, 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.
12. **MEDIATION:** Any dispute arising under, out of, in connection with, or in relation to this Contract, or the making or validity thereof, or its interpretation or any breach thereof, shall be submitted to mediation through an Oklahoma State Certified Mediator.
13. **BINDING EFFECT:** This 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 Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations, and agreements between them and their agents. This Contract can only be amended, modified, or assigned by written agreement signed by both Seller and Buyer.

14. **ACCEPTANCE TIME:** The foregoing offer is made subject to acceptance in writing hereon by Seller, and the return of two (2) executed originals to the Buyer or the Buyer's Agent on or before December 28, 2015 by faxing a signed document to (405) 366-5425 or emailing a scanned document to Kathryn.walker@normanok.gov and then placing originals in the mail to Attn. Kathryn Walker, City Attorney's Office PO Box 370, Norman, OK 73070. If the offer is not accepted, the Earnest Money shall be returned to the Buyer.
15. **TIME IS OF THE ESSENCE.**
16. **CLOSING COSTS:** Seller's responsibility shall be for bringing the Abstract up to date, interim title report, providing an attorney opinion for an Owner's title policy, documentary tax stamps, filing fees, and one-half (1/2) of the closing fee. Buyer's responsibility shall be one-half (1/2) of the closing fee, a survey of the property, an environmental audit and report, and the premium for the Owner's title policy.
17. **BUYERS ACCEPTANCE:** Buyers accept the foregoing offer and shall buy the above described Property on the terms and conditions herein stated, subject to approval by City Council.

CITY OF NORMAN, A MUNICIPAL CORPORATION

Accepted by:  _____
City Attorney

Approved by City Council of the City of Norman on this _____ day of _____, 2016.

Attest: _____
City Clerk

Mayor

Seller's initials

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



James K. Aiken Seller
B-Aiken Investments 3, LLC

Accepted this 22 day of December, 2015

Seller's initials