

AMENDED REAL ESTATE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this "**First Amendment**"), is entered into as June 10, 2024, by and between Oklahoma County (the "**Buyer**") and Garrett and Company Resources, LLC ("**Garrett**") and Willowbrook Investments, LLC ("**Willowbrook**") (Garrett and Willowbrook are collectively referred to as the "**Sellers**" herein), with respect to the following circumstances:

RECITALS:

WHEREAS, the Buyer and the Sellers entered into that certain Real Estate Purchase Agreement, dated effective as of April 10, 2024 (the "**Original Purchase Agreement**"), pursuant to which the Sellers agreed to sell and the Buyer agreed to purchase that certain parcel of real estate in Oklahoma County, Oklahoma situated in Oklahoma City, Oklahoma, having a street address of 1901 E. Grand Boulevard, and all improvements located thereon (collectively, the "**Property**");

WHEREAS, the Buyer hereby acknowledges that the Sellers are, and the Sellers hereby acknowledge that the Buyer is, in full and complete compliance with all terms of the Original Purchase Agreement;

WHEREAS, the Buyer has requested and the Sellers have agreed to amend the Original Purchase Agreement to revise the Closing Date, as defined in Section 8 of the Original Purchase Agreement, and other amendments set forth in this First Amendment.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and the Sellers, intending to be legally bound hereby, agree as follows:

1. **Recitals**. The above recitals are incorporated herein by reference and form a part of this First Amendment.

2. **Lease Provisions**. Section 5 of the Original Purchase Agreement amended and restated in its entirety to read as follows:

5. **Contract Assignments & Contingencies**

5.1 **Assignment of Appeal Rights**. Prior to the execution of this First Amendment, the Sellers made application to the City of Oklahoma City for a special permit in an attempt to preemptively resolve possible zoning issues with the Property for its use as a county jail site. The City Council of the City of Oklahoma City denied the special permit on or about May 21, 2024. While neither the Buyer nor the Sellers believe that the special permit ordinances are applicable to the Buyer, the Buyer desires to preserve the right to appeal as the owner of the Property. To accomplish the

preservation of the right to so appeal the denial of the special permit, the Sellers agree to assign, transfer, and otherwise relinquish to the Buyer any and all rights to bring any and all administrative actions or other litigation to appeal the denial of the special permit and interest, including the right to appeal the special permit denial to District Court of Oklahoma County. In consideration for the assignment of these appeal rights, the Buyer agrees to reimburse the Sellers for all their costs associated with the application for and appeal of the special permit.

5.2 Preserving Appeal Contingency. It is the Buyer's and the Sellers' intent for the sales transaction contemplated herein to be completed prior to the expiration for the time to appeal the denial of the special permit. However, should the Closing be extended and not be able to occur prior to the expiration of the time to appeal the denial of the special permit, the Sellers agrees to file, at the direction of the Buyer, an appeal, and the Buyer and the Sellers agree that the Buyer will be substituted as the real party in interest in such appeal upon the Closing of the transactions contemplated herein. The completion of the sales contract will be contingent upon preserving the County's right to appeal the City Council decision once it becomes the real property owner and real party in interest to the special permit appeal.

3. Closing Date. The Closing Date in Section 8 of the Original Purchase Agreement shall be changed to on or before July 3, 2024.

4. Default and Remedies. Section 11 of the Original Purchase Agreement amended and restated in its entirety to read as follows:

11. Default; Remedy. In the event that either party fails to perform such party's obligations hereunder (except as excused by the other party's default), the party claiming default will make written demand for performance. If the Sellers fail to comply with such written demand within five (5) days after receipt thereof, the Buyer will have the option to waive such default, to demand Specific Performance, defined herein, to exercise any other remedy available at law or in equity, or to terminate this Agreement and receive a return of the Earnest Money. Specific Performance shall be defined that the Buyer may only require Seller to transfer title and possession of the Property to Buyer upon Payment of the Purchase Price to Seller. If the Buyer fails to comply with such written demand within five (5) days after receipt thereof, the Sellers will have the option to waive such default or to terminate this Agreement. On such termination, the Earnest Money will be forfeited to the Sellers, the Buyer shall reimburse the Sellers for any Appeal costs as a result of the Sellers taking any actions contemplated in Section 5.1 and Section 5.2 above, and the Buyer shall pay Sellers liquidated damages of Twenty Thousand and No/100 Dollars (\$20,000.00) for the other expenses incurred by the Sellers, and the parties hereto will be discharged from any further

obligations and liabilities hereunder. The remedies provided by this Agreement are cumulative and will not exclude any other remedy to which a party might be entitled under this Agreement. In the event that a party elects to selectively and successively enforce such party's rights hereunder, such action will not be deemed a waiver or discharge of any other remedy hereunder.

5. **Lease Provisions.** Section 16 of the Original Purchase Agreement amended and restated in its entirety to read as follows:

16. **Assignment.** The Buyer and the Sellers are permitted to assign any rights that exist and/or created hereunder. More specifically, the Seller does hereby assign, transfer, convey and deliver, irrevocably and unconditionally to the Board of County Commissioners (the "BOCC") as the proxy of the Buyer the appeal rights set forth above in Section 5.1 and Section 5.2 hereof. This assignment and transfer of rights includes, but is not limited to, the assignment and transfer of all contractual rights to apply for, appeal, or otherwise litigate to resolve all zoning and special use permit applications made by the Sellers relating to the Property. The Sellers hereby authorize the Buyer, by and through the BOCC, to step into the name, place, and stead of the Sellers, as the owner of the Property, to take all action necessary or desirable to enforce the rights assigned hereunder in the use, special use permitting, and zoning of the real estate. The Sellers shall give all notices, make all filings and take such other action as the BOCC reasonably requests to perfect and preserve these rights acquired by the assignment described in Section 5.1 and Section 5.2 above.

6. **Lease Provisions.** Section 17 of the Original Purchase Agreement amended and restated in its entirety to read as follows:

17. **Consent to Assignment.** The Buyer hereby consents to the assignment of Seller's rights and the delegation of the obligations of the Sellers relating to zoning and special permit litigation and/or rights to appeal to the Buyer and the succession to the rights and assumption of the obligations of the Sellers to the Buyer.

7. **Lease Provisions.** Section 18 of the Original Purchase Agreement amended and restated in its entirety to read as follows:

18. Representations and Warranties. Each party represents and warrants with respect to itself that:

(a) This Agreement has been duly authorized, executed and delivered and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms and all assignments contained herein;

(b) It is duly incorporated, validly existing and in good standing under the laws of Oklahoma.

(c) All parties have the requisite power and authority to execute and deliver this Agreement, including all contingencies and assignments.

8. **Lease Provisions.** Section 19 of the Original Purchase Agreement amended and restated in its entirety to read as follows:

19. **Further Assurances.** Each party agrees to execute and deliver any and all such other documents and instruments and take or cause to be taken any and all such other actions as any other party may reasonably request (at the cost of the requesting party) or that are reasonably necessary or appropriate in order to give full effect to the terms of this Agreement.

9. **Lease Provisions.** Section 20 is added and shall read as follows:

20. **Electronic Signatures.** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, including, but not limited to DocuSign or other electronic signature programs, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

10. **No Other Amendments.** Except as provided in this First Amendment, all other provisions of the Purchase Agreement shall continue in full force and effect unless and until amended pursuant to the Purchase Agreement and the First Amendment.

11. **PDF or Faxed Counterparts.** This First Amendment may be executed in two or more .pdf or faxed counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

SIGNATURE PAGE TO FIRST AMENDMENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates hereafter indicated to be effective on the date first above written. FOR THE BUYER:

By: _____
District 1, Commissioner Carrie Blumert

By: _____
District 2, Commissioner Brian Maughan

Date: _____

Date: _____

By: _____
District 3, Commissioner Myles Davidson

Date: _____

By: _____
County Clerk, Maressa Treat

Date: _____

SIGNATURE PAGE TO THE FIRST AMENDMENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates hereafter indicated to be effective on the date first above written. FOR THE SELLER:

By: 
Garrett and Company Resources, LLC

Date: 6/4/2024

By: 
Willowbrook Investments, LLC

Date: 6/4/2024

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned Notary Public, on this _ day of _____, 20_____, personally appeared **Carrie Blumert**, known to me to be the person whose name is subscribed to the foregoing instrument in his respective capacity as _____ of _____, and acknowledged to me that he executed the same on behalf of the said partnership for the purposes and consideration therein expressed.

Given under my hand and seal the day and year above set forth.

My Commission Expires:

Notary Public

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned Notary Public, on this _ day of _____, 20_____, personally appeared **Brian Maughan**, known to me to be the person whose name is subscribed to the foregoing instrument in his respective capacity as _____ of _____, and acknowledged to me that he executed the same on behalf of the said partnership for the purposes and consideration therein expressed.

Given under my hand and seal the day and year above set forth.

My Commission Expires:

Notary Public

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned Notary Public, on this _ day of _____, 20_____, personally appeared **Myles Davidson**, known to me to be the person whose name is subscribed to the foregoing instrument in his respective capacity as _____ of _____, and acknowledged to me that he executed the same on behalf of the said partnership for the purposes and consideration therein expressed.

Given under my hand and seal the day and year above set forth.

My Commission Expires:

Notary Public

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned Notary Public, on this _ day of _____, 20_____, personally appeared **Maressa Treat**, known to me to be the person whose name is subscribed to the foregoing instrument in his respective capacity as _____ of _____, and acknowledged to me that he executed the same on behalf of the said partnership for the purposes and consideration therein expressed.

Given under my hand and seal the day and year above set forth.

My Commission Expires:

Notary Public

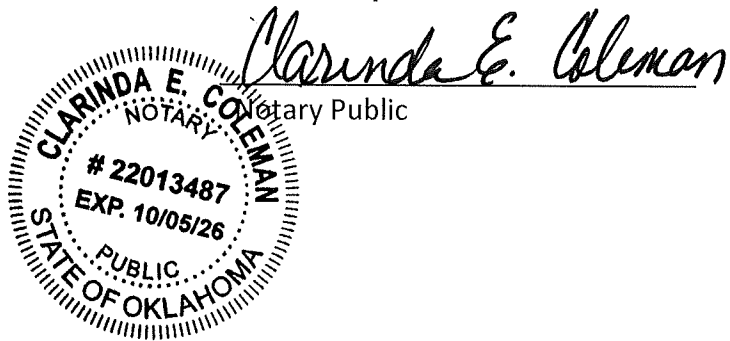
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned Notary Public, on this 4th day of June, 2024, personally appeared John W. Garrett, known to me to be the person whose name is subscribed to the foregoing instrument in his respective capacity as Manager of Garrett and Company Resources, LLC, and acknowledged to me that he executed the same on behalf of the said partnership for the purposes and consideration therein expressed.

Given under my hand and seal the day and year above set forth.

My Commission Expires:

10-05-2024



STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned Notary Public, on this 4th day of June, 2024, personally appeared Michael B. Neuman, known to me to be the person whose name is subscribed to the foregoing instrument in his respective capacity as Manager of Willowbrook Inv LLC, and acknowledged to me that he executed the same on behalf of the said partnership for the purposes and consideration therein expressed.

Given under my hand and seal the day and year above set forth.

My Commission Expires:

10-05-2026

Clarinda E. Coleman
Notary Public

