

OKLAHOMA REAL ESTATE COMMISSION

OPTIONAL ADDENDA AND SUPPLEMENTS — INSTRUCTIONS FOR USE

This is a guide only and is not part of the Contract. The addenda and supplements below are optional; each becomes part of the Contract only when attached. For every attachment used, check the matching box in the CONTRACT DOCUMENTS paragraph of the base Contract. Real estate licensees may fill in the blanks but may not modify the pre-printed language, add legal provisions, or give legal advice; refer questions to a licensed Oklahoma attorney.

FINANCING SUPPLEMENT

What it is. An attachment that converts the transaction from all-cash to a financed purchase and sets the loan and appraisal contingency terms.

When to use it. Use whenever Buyer's obligation to close depends on obtaining financing. The base Contract is a cash transaction unless this Supplement is attached.

How it works with the Contract. When attached, it adds a financing contingency whose time periods run from the Time Reference Date. If Buyer cannot obtain the described financing within the stated period, Buyer may terminate and recover the Earnest Money as provided in the Supplement.

DUE DILIGENCE MATERIALS SUPPLEMENT

What it is. A schedule listing the documents and materials Seller must deliver for Buyer's review — for example, existing leases, service contracts, surveys, environmental reports, tax bills, plans, and operating statements.

When to use it. Use on most commercial transactions where review depends on information held by Seller. The Contract requires Seller to deliver, within three (3) days, the due diligence materials on the schedule attached; this Supplement is that schedule.

How it works with the Contract. Buyer's inspection period runs from the later of the Time Reference Date or Buyer's receipt of these materials, so completing this schedule directly affects the inspection timeline.

PERSONAL PROPERTY LIST SUPPLEMENT

What it is. An itemized list identifying the personal property included in, or excluded from, the sale.

When to use it. Use when the parties want certainty about which items of personal property convey. Check the Personal Property List box in the Property paragraph and attach the list.

How it works with the Contract. It is incorporated by reference, and items are conveyed or excluded as designated on it. It is the inventory referenced by the Bill of Sale Addendum. If the box is not checked and no list is attached, no personal property is included or excluded except as otherwise provided.

BILL OF SALE ADDENDUM

What it is. The instrument that conveys the personal property — tangible and intangible — at Closing, on an AS-IS basis, with mutual representations of title and authority.

When to use it. Use when personal property is part of the sale. Identify the items on the Personal Property List.

How it works with the Contract. It takes effect only at Closing, and the personal property is included in the purchase price unless a separate allocation is made. Service contracts are not assigned here — they are handled by the Assignment of Contracts Addendum.

ASSIGNMENT OF CONTRACTS ADDENDUM

What it is. The instrument that assigns to Buyer the service, maintenance, vendor, and other contracts the parties agree will survive Closing, with Buyer assuming obligations from and after Closing.

When to use it. Use when one or more contracts affecting the Property will continue after Closing. Under the Contract, service contracts are terminated by Seller at or before Closing unless they are utilities, are uncancellable but disclosed to Buyer, or Buyer elects to assume them.

How it works with the Contract. List each assigned contract; unlisted contracts are terminated. Obligations before Closing remain Seller's, and obligations from and after Closing become Buyer's.

TENANT ADDENDUM

What it is. An addendum for tenant-occupied property addressing existing leases, lease assignment, security deposits, prepaid rent, and estoppel and notice matters.

When to use it. Use whenever the Property has tenants or leases. The Contract's "No Tenants" representation is expressly qualified by "unless identified in the attached Tenant Addendum."

How it works with the Contract. Leases and security deposits are assigned and transferred to Buyer at Closing, prepaid rent is prorated, and the lease documents are attached as exhibits.

COOPERATIVE COMPENSATION SUPPLEMENT

What it is. A supplement documenting the compensation offered or agreed between cooperating brokers in the transaction.

When to use it. Use when brokers wish to set their cooperative compensation within the transaction documents.

How it works with the Contract. It records the compensation terms between the brokers and is independent of the purchase terms between Buyer and Seller.

STANDARD CLAUSES

What it is. A library of pre-approved optional clauses — such as flood insurance, attorney review, septic and well inspection, probate-court approval, and licensee-related disclosures — that may be selected and added as additional provisions.

When to use it. Use when a transaction needs a commonly used provision that is not in the base Contract.

How it works with the Contract. Insert the selected clause or clauses by reference in the Additional Provisions paragraph. Only the clauses the parties select apply. The clauses are informational and are not legal advice.