

CONTRACT FOR SALE OF MINERAL INTEREST

SELLER(S)

BUYERS(S)

*Title to the mineral interest being conveyed will be taken in the name reflected on this Document.

LEGAL DESCRIPTION OF LOT - #

NUMBER OF ACRES CONVEYED	
CONTRACT PRICE PER ACRE	\$0.00
TOTAL CONTRACT PRICE	\$0.00
ESCROW PAYMENT	\$1,000.00
TOTAL DUE AT CLOSING	-\$1,000.00

CLOSING DATE: **On or Before DECEMBER 1, 2021**

Buyer's Initials

Seller's Initials

Attorney Contact Information
Barry Squires & Kyle Eastwood
203 W. Broadway / P.O. Box 765
Anadarko, OK 73005
405-247-2568 / 405-247-2569 (Fax)
E-Mail: firm@westernoklaw.com

THIS AGREEMENT is made and entered into this 6th Day of October 2021 between the above identified ‘SELLER(S)’ and the above identified ‘BUYER(S)’.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the covenants and agreements hereinafter set forth, SELLER(S) agree to grant, bargain, sell and convey unto BUYER(S), and BUYER(S) agrees to purchase from the SELLER(S), the above described mineral interest.

BUYER(S) agrees to pay SELLER(S) the sum stated herein for the above described mineral interest, all of which shall be payable as follows, to-wit:

- A. The escrow amount stated above upon execution of this Contract and to be applied against the total Purchase Price at the time of closing.
- B. The remaining balance stated above to be paid via certified check or money order at the time of closing.

I.

BUYER(S) shall, within twenty-five (25) days from the date of this Agreement, examine the title of the SELLER(S) to determine if marketable title exists according to the standards adopted by the Oklahoma Bar Association, free and clear of all liens and encumbrances. If there are any objections to the title, BUYER(S) shall specify the objections in writing and deliver them to the CLOSING AGENT on the ‘Title Examination Report Form’ attached hereto and made a part hereof within twenty-five (25) days after the date of this Agreement; the SELLER(S) shall have twenty (20) days from submission of the ‘Title Examination Report Form’ to correct such defects, unless such time is further extended by agreement in writing. The approved corrections of such defects shall be filed of record by the SELLER(S). In the event SELLER(S) is unable to show good and marketable title, BUYER(S) has the option of either canceling this contract with a refund of earnest money or taking the mineral interest ‘as is’, which said option shall be exercised no later than thirty (30) days from BUYER(S) submission of the ‘Title Examination Report Form.’ Failure to exercise this option shall result in the BUYER(S) accepting title ‘as is.’

II.

SELLER(S) agrees to affix the required Revenue Stamps to a good and sufficient Mineral Deed with limited warranty and to deliver said deed to the hereinafter named Escrow Agent, whichever is appropriate. Said limited warranty shall be stated as follows:

‘Grantor does hereby grant to Grantee, their heirs, executors, administrators, personal representatives, successor and assigns warranty of title. Said warranty is limited to an amount equal to the purchase price. Grantor does hereby agree as to said limited warranty to defend all and singular the said property unto the said Grantee herein their heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.’

And said Mineral Deed shall be in the form attached hereto except when changed by the mutual agreement of the parties.

III.

As to producing minerals, it is agreed the date of conveyance as to production revenue(s) shall be the date the deed is filed of record after the closing.

IV.

If BUYER(S) title examination reveals that SELLER(S) owns less mineral acreage than reflected in this Agreement, this Agreement shall remain in full force and effect if SELLER(S) is able to convey marketable title to at least 60% of the acreage covered by this Agreement. In that event there shall be a pro rata reduction in price based on the actual acreage being conveyed. If SELLER(S) is only able to convey marketable title to less than 60% of the acreage covered by this Agreement, then BUYER(S) may elect to terminate this Agreement with a refund of earnest money or complete this Agreement with a pro rata reduction in price based on the actual acreage being conveyed.

V.

Closing shall occur on or before **December 1, 2021 at 5 p.m.** at the offices of Buzbee, Upchurch, Squires & Eastwood, 203 W. Broadway, Anadarko, OK-405-247-2568, or at an otherwise agreed location.

VI.

Time is of the essence of this contract. This is the entire contract between the parties and neither party shall be bound by any verbal representation altering the terms of this offer and agreement.

VII.

BUYER(S) and SELLER(S) agree that Western Oklahoma Lawyers, PLLC of 203 W. Broadway, Anadarko, OK 73005 shall act as escrow agents for this contract.

VIII.

BUYER(S) and SELLER(S) agree that if BUYER(S) defaults on any terms within this Contract, including, but not limited to, contractual deadlines contained herein, the BUYER(S) shall forfeit any right, title and interest to the funds placed in escrow, and BUYER(S) hereby expressly empowers the escrow agent upon such default to deliver escrow funds to the SELLER(S) at the escrow agent's sole discretion and without further notice to BUYER(S) prior to delivery of said escrow funds.

IX.

Expenses of this transaction will be divided as follows:

SELLERS

BUYERS

1. ½ Closing fee (\$150.00)
2. Documentary Tax
3. Curative Work (if any)
4. Commission to Auctioneer

1. ½ Closing Fee (\$150.00)
2. Filing fee for deed
3. Title Examination

*Additional fees may apply for multiple Sellers and/or Buyers to a transaction.
X.

The terms of the attached document titled “Mineral Auction Process” are a part of this Contract and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

BUYER(S)

SELLER(S)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

MINERAL AUCTION PROCESS

This Document is made a part of the preceding Contract. This Document is intended to provide the parties a summary of the process of this transaction, with relevant deadlines, to avoid default and to meet the requirements contained in the Contract.

- **STEP ONE – EXECUTE CONTRACT AND DELIVER EARNEST MONEY (“ESCROW PAYMENT”).**
 - A. Upon execution of the Contract, Buyer must deliver the earnest money payment shown on Page 1 to Hinz Auction, LLC. Buyers making purchases off-site must submit their earnest money payment within three (3) business days of the day of the sale.
 - B. Failure to deliver earnest money on time may result in the contract being terminated.

- **STEP TWO – BUYER SHOULD BEGIN THE PROCESS OF TITLE EXAMINATION**
 - A. Buyer must complete title examination by **NOVEMBER 1, 2021**. Title Examination is not considered complete until the “Title Examination Report Form” attached to this Contract is signed and delivered to the Closing Agent. If the “Title Examination Report Form” is not received by the due date shown herein, any objections to title shall be considered waived.
 - B. If Buyer’s title examination reveals one or more title defects, those defects must be described in detail on the “Title Examination Report Form” and submitted to the Closing Agent as a request to cure the title. The Seller shall have twenty (20) days from the date of submission of the Form to cure the defect(s) unless more time is agreed to in writing.

- **STEP THREE – CLOSING STATEMENTS AND DEED**
 - A. After receipt of the “Title Examination Report Form” by the Closing Agent, a Mineral Deed and Closing Statements will be sent to the parties for review and signature.
 - B. The parties shall have five (5) days upon receipt to return the executed documents to the Closing Agent. The Closing Agent will accept copies or electronic copies of all documents *except* the Mineral Deed which shall be an original.

- C. Buyer shall submit the proceeds due to close the transaction as reflected on the Buyer's Closing Statement with the executed Buyer's Closing Statement.

➤ **STEP FOUR – SALE PROCEEDS**

Upon the Buyer's funds clearing Closing Agent's bank, the Closing Agent will close the transaction. On the date the transaction is closed, the Closing Agent will mail the original Mineral Deed with proper filing fee and documentary tax to the appropriate county clerk's office. The Closing Agent will also mail the net sale proceeds as reflected on the Seller's Closing Statement to the Seller at the address reflected in this Agreement. Said funds will be by business check drawn on the Closing Agent's trust account.

TITLE EXAMINATION REPORT FORM

Initial One (1) of the Following and Complete the Section:

_____ I understand I have the right to examine title to the tract covered by this Contract, but I have elected not to exercise my right to examine title and consent to close the transaction.

_____ I have examined title to the tract covered by this Contract and find marketable title to the tract to be in the name of _____
and consent to close of the transaction.

_____ I have examined title to the tract covered by this Contract and find the following defects in title:

Signature of Buyer

Date Signed

Lot #

SUBMIT THIS FORM TO THE CLOSING AGENT ON OR BEFORE THE DATE SHOWN IN THE CONTRACT. FAILURE TO SUBMIT THE FORM BY THE DEADLINE COULD RESULT IN WAIVER OF YOUR RIGHT TO DEMAND MARKETABLE TITLE.