



Oil & Gas Mineral Auction (November 30, 2012)
Terms & Conditions for Online "Internet" Bidders/Buyers

Registration Required: Internet Bidders are required to properly register with the Auction Company, sign and return the registration form and wire transfer a Ten Thousand Dollar (\$10,000.00) "Registration Deposit", which must be received at least 2-days prior to the auction (no later than 10:00 a.m. *CST Wednesday, November 28, 2012). Registration Deposit from Internet Bidders shall be applied to the Earnest Money on properties they purchase. If no properties are purchased, the Registration Deposit shall be refunded to Internet Bidder. Please contact Auction Company for Internet Registration form and wire transfer instructions.

Bidder's Qualification: Bidder hereby acknowledges and represents that Bidder is experienced in the oil & gas business and is aware of the risks associated with purchasing oil & gas properties. Bidder's assessment and value of the Property is determined solely by Bidder's independent evaluation and not by any statement or representation from MineralMarketing.Com or the Seller.

Buyers Premium: A 6% Buyer's premium (charged to Internet Bidder) will be added to the high bid on all properties purchased by Bidder to determine the total purchase price.

Purchase Agreement: Internet Bidders winning the "high bid" are required to sign and return the purchase agreement and place 10% of the total contract price in escrow (via wire transfer) within One (1) banking day following the auction, with the balance due at closing. The Purchase Agreement associated with this sale is non-contingent and non-negotiable. Please contact Auction Company for a copy of the Purchase Agreement.

Default: If the Internet Bidder submitting the winning "high bid" should fail to sign and return the Purchase Agreement according to the terms listed herein, the Registration Deposit shall be paid as liquidated damages to MineralMarketing.Com and Internet Buyer shall be additionally liable for damages to Seller.

Title: Properties will transfer by Mineral Deed (without warranty) in a form acceptable to Seller and subject to oil and gas leases of record. Abstracts and/or title documentation will not be provided. It shall be the Bidder's sole responsibility to perform their own research, due diligence and examination of all records on properties to satisfy themselves as to the condition of title. Bidders are encouraged to review title on any properties they are interested in, prior to the auction. All information is taken from sources believed reliable; however, no guarantee is made by the auction company, agents, or their employer. **Any announcements made the day of sale take precedence.**

Sellers Confirmation: Minerals are selling subject to confirmation by the sellers. Seller's confirmation of acceptance or rejection of bids shall be given to Bidder no later than Monday, December 3rd, 2012.

Bid Execution: Please note that the execution of Online "Internet" and/or "Absentee" bids is offered as an additional service and at the bidder's risk. It is undertaken subject to auction company's other commitments at the time of the auction. The auction company therefore cannot accept liability for failure to place or accept such bids, whether through negligence or otherwise. Online bidders understand that the loss of an internet signal may result in the bidder's inability to place a bid at a critical point of the auction.



The auction company shall not be held responsible for any loss of internet signal or electronic bidding complication during the auction. Internet bidders assume all risk with registering, bidding and participating in the auction via the internet bidding platform. In the event of communication loss during the auction, the auction company shall make every reasonable attempt to restore the online function as quickly as possible

Securities Disclaimer: This auction is not an offer to buy or sell securities. MineralMarketing.Com is not a licensed U.S. Securities Broker or Dealer, nor a U.S. Investment Adviser. Anyone doing business with MineralMarketing.Com is hereby advised to conduct their own due diligence and consult with a licensed professional before making any investment decisions. This includes purchases made at the above mentioned auction event.

MineralMarketing.Com Disclaimer: It is expressly understood by the Bidder that MineralMarketing.Com, their associates, agents and representatives do not warrant the present or future value, the size or area, the physical condition, limiting restrictions, access, costs, anticipated profit/loss, or the condition of title and/or merchantability to any property being offered within this agreement. The parties hereto will hold harmless MineralMarketing.Com, their associates, agents and representatives for any claims arising out of any representation or misrepresentation relating to such matters. All Parties specifically understand and agree that said property is being sold "AS IS, WHERE IS" without representation or warranty of any kind, other than as expressly set forth herein.

Auction Conduction: The auctioneer is the final authority of any and all bids being placed during the auction. In the event of a tie bid, the auction company may (at auctioneer's sole discretion) reopen the bidding between the bidders involved in the tie bid dispute. The auctioneer has full control to set the bidding increments and the pace of the auction event.

Jurisdiction/Venue: In the event of litigation arising out of this agreement the Bidder hereto agrees to both jurisdiction and venue in Woods County, State of Oklahoma.

Bidder hereby acknowledges and agrees to the above terms and conditions.

BIDDER SIGNATURE: _____ **DATE:** _____

Bidder Name (print name): _____

_____ Tax ID _____

(Print name exactly as title will be taken)

Address _____
street city state zip

Phone _____ Fax _____

Email _____