

Minerals
Auction Day Announcements
Online Only - February 4, 2022 – 6:00 p.m.

Terms & Conditions: 10% of the purchase price is to be placed in escrow the day of the auction. Buyer(s) may use a personal or company check. Buyer(s) will have until February 24, 2022, to examine the county records and satisfy themselves as to title. In the event the title examination reflects acreages different from that disclosed on the date of sale, the purchase price shall be prorated to reflect the accurate acreage. Minerals will be transferred by a Special Warranty Mineral Deed and/or appropriate assignment for the type of interest being conveyed. All information is taken from sources believed to be reliable; however, no guarantee is made by the auction company or its employer. Buyer(s) should satisfy themselves regarding the minerals being offered prior to auction day. Any announcements made the day of the auction supersede all advertising.

Closing: Closing is to be on or by March 18, 2022. The closing agent is Fairview Abstract Company. Their phone number is (580) 227-4524. The closing/escrow fee is \$400.00 per mineral tract and is to be paid ½ by the Seller(s) and ½ by the Buyer(s). Purchaser will receive a Special Warranty Mineral Deed from the Sellers at time of final settlement. This Special Warranty Mineral Deed form is attached as Exhibit “B” to this Memorandum of Sale and Buyer(s) and Seller(s) do hereby agree this is the only form of Special Warranty Deed that will be used to transfer the title to this sale. Sale is subject to oil and gas lease(s) of record. Buyer(s) and Seller(s) do hereby agree that Buyer(s) shall have the responsibility to notify any oil and gas lessee and/or company making production payments to transfer payments to Buyer(s). Closing shall be at Fairview Abstract Company, 116 E. Broadway, Fairview, Oklahoma, 73737.

It is expressly understood by the Seller(s) and Buyer(s) that Wiggins Auctioneers, LLC, their agents, and Fairview Abstract Company, Closing Agent, do not warrant the present or future value, the size or area, or the condition of the title to any of the tracts being offered, nor do they hold themselves out to being experts in any of these areas, and the parties agree to hold Wiggins Auctioneers, LLC, their agents, and Fairview Abstract Company, Closing Agent, harmless of any claims arising from any representation or misrepresentation relating to such matters.

Confirmation: The sale of each tract of minerals is subject to confirmation by the Seller(s). Seller(s) expressly reserve the right to accept or reject any or all bids received at the auction.

Buyer(s)'s Premium: A 10% Buyer(s)'s premium will be added to the high bid in the auction to determine the purchase price for each mineral tract.

Internet Buyer(s) Only: In order to save you the time and expense of traveling to the auction site, this auction is being broadcast live on-line at www.wigginsauctioneers.com. There is no additional fee for this service. Neither the Auction Company nor Seller(s) are responsible in the event of delayed signal or loss of signal by either side.

SELLER

BUYER

SELLER

BUYER

MEMORANDUM OF SALE

Wiggins Auctioneers, LLC
802 W. Maine, Ste B
Enid, OK. 73701

Date: February 4, 2022

Buyers Name _____
_____ hereby agrees that he/she has agreed to purchase the following
described property: _____ See attached Exhibit "A", as follows:

- A. High Bid at Auction: _____
- B. 10% Buyers' Premium: _____
- C. Purchase Price: _____

Buyer is knowledgeable in the oil and gas business and agrees with the terms and conditions of this sale. Buyer also agrees to make payment for the purchase price of this property with a check in the following manner: 10% of the purchase price shall be paid at the conclusion of the auction, this day, and placed in escrow and the balance due shall be paid on or before March 18, 2022, by cashier's check to Fairview Abstract Company, as escrow agent. Seller is under no obligation to furnish any evidence of title, and Buyer will be responsible to examine the records to satisfy himself/herself of title. Buyer must notify Seller in writing of any title objections no later than 5:00 pm on February 24, 2022, or any title objections will be waived. The Seller agrees to use their best efforts to deliver good title to the purchasers. In the event Seller determines in their sole discretion that delivery of good title as aforesaid is legally impossible or economically unreasonable, Seller may rescind this contract, return the down payment to Buyer, and neither party shall thereafter have any further duty to the other.

It is also agreed that if Buyer should fail to complete the purchase agreement according to the aforementioned terms, the 10% down payment shall be retained by the Seller as damages and the minerals shall be put up for sale again.

Final settlement must be made on or by March 18, 2022, unless the Seller agrees, in writing, to an extension due to any valid legal title problems only. The Closing fee is \$400.00 and is to be paid one-half (1/2) by the Buyer and one-half (1/2) by the Seller. Closing is to be at the office of Fairview Abstract Company, 116 E. Broadway, Fairview, OK 73737. Seller shall retain all royalty payments for production, if any, through the month of closing. Buyer shall be entitled to royalty payments, if any, for production beginning the month following closing.

Purchaser will receive a Special Warranty Mineral Deed from the Seller at time of final settlement. This Special Warranty Mineral Deed form is attached as Exhibit "B" to this Memorandum of Sale and Buyer and Seller do hereby agree this is the only form of Special Warranty Deed that will be used to transfer the title to this sale. Sale is subject to oil and gas lease(s) of record.

Buyer and Seller do hereby agree that Buyer shall have the responsibility to notify any oil and gas lessee and/or company making production payments to transfer payments to Buyer.

SELLER'S ACCEPTANCE: I, or we, accept the foregoing offer and agree to sell the above described minerals or mineral interest on the terms and conditions herein stated and agree to pay the Listing Broker the compensation previously agreed upon in the Listing Agreement or other agreement of employment between them, which shall survive this Contract, for professional services rendered and to be rendered in this transaction.

This agreement may be executed in multiple counterparts, by separate or different individual parties on separate counterparts, and each of the counterparts shall be deemed an original and all such counterparts together shall constitute one and the same agreement.

The parties hereto agree to conduct the transaction by electronic means, if desired, and parties hereby state that the electronic signature shall have the same force and effect as an original signature.

Special Conditions:

BUYER

Print Name exactly as title will be taken
Address: _____

Phone: _____
Fax: _____
E-mail: _____
Examining Attorney: _____

Joan Cooper, SELLER
Address: 2100 Silvertree Lane
Edmond, OK 73013
Cell: 918-623-8982
Email: j-byrd@hotmail.com

Albert Edward Cooper, Seller (Tracts 7 & 8 Only)
Address: 2100 Silvertree Lane
Edmond, OK 73013
Cell: _____
Email: _____

EARNEST MONEY RECEIPT: Received the sum of \$ _____ (Check, Wire) as Earnest Money, to be held and applied in accordance with the terms and conditions of the foregoing offer.

Wiggins Auctioneers, LLC by: _____ Date: February 4, 2022

Wiggins Auctioneers, LLC Main Office Contact Info.:

(o) (580) 233-3066 | (f) (580) 237-4915
Vicki Wiggins Allen, Broker: (c) (580) 554-4400 | vicki@wigginsok.com
Lynsie Sturgeon, Broker Assoc./Closing Coordinator: (c) (580) 554-2633 | lynesie@wigginsok.com
Megan Albright, Auction Manager: (c) (580) 747-2496 | megan@wigginsok.com
Clay Albright, Auction Manager : (c) (405) 623-7753 | clay@wigginsok.com

Exhibit A

Mineral #1 A-D

- A. **Legal:** Undivided $\frac{1}{2}$ of $\frac{1}{56}$ interest of minerals in, under, and to the SE/4 of Sec. 1, Twp. 12N, R9 E. I. M., Okfuskee Co., OK
NMA: 1.43 +/-
Lease: appears to be nonproducing & open for lease
Owner: Joan Cooper
- B. **Legal:** Undivided $\frac{1}{2}$ of $\frac{1}{56}$ interest of minerals in, under, and to the E/2 SE/4 of Sec. 22, Twp. 13N, R9 E.I.M., Okfuskee Co., OK
NMA: 0.714 +/-
Lease: appears to be nonproducing & open for lease
Owner: Joan Cooper
- C. **Legal:** Undivided $\frac{1}{2}$ of $\frac{3}{112}$ interest of minerals in, under, and to the W/2 SW/4 of Sec. 34, Twp. 13N, R10 E.I.M., Okfuskee Co., OK
NMA: 1.07 +/-
Lease: appears to be nonproducing & open for lease
Owner: Joan Cooper
- D. **Legal:** Undivided $\frac{1}{2}$ of $\frac{1}{56}$ interest of minerals in, under, and to the W/2 SE/4 and the SE/4 SE/4 of Sec. 16, Twp. 18N, R7 E.I.M., Creek Co., OK
NMA: 1.07 +/-
Lease: appears to be nonproducing & open for lease
Owner: Joan Cooper

Mineral #2

Legal: Undivided $\frac{1}{2}$ of $\frac{3}{4}$ interest of minerals in, under, and to the N/2 NE/4 of Sec. 24, Twp. 12N, R9 E.I.M., Okfuskee Co., OK
NMA: 30 +/-
Lease: appears to be nonproducing & open for lease
Owner: Joan Cooper

Mineral #3 A & B

- A. **Legal:** Undivided $\frac{1}{2}$ of $\frac{1}{4}$ interest of minerals in, under, and to the S/2 SW/4 of Sec. 4, Twp. 12N, R11 E.I.M., Okfuskee Co., OK
NMA: 10 +/-
Owner: Joan Cooper
- B. **Legal:** Undivided $\frac{1}{2}$ of $\frac{1}{2}$ interest of minerals in, under, and to the N/2 SW/4 of Sec. 4, Twp. 12N, R11 E.I.M., Okfuskee Co., OK
NMA: 20 +/-

Owner: Joan Cooper

Production: appears to be producing from the ShelbyC w/RI 1.5625%, paid by Independent Energy Service Co. Inc. of Morris at 918-733-2600

Net Revenue: \$137.08 for sales period of 08/2021

Mineral #4 A-C

- A. **Legal:** Undivided $\frac{1}{2}$ of $\frac{1}{4}$ interest of minerals in, under, and to the NE/4 of Sec. 8, Twp. 12N, R11 E.I.M., Okfuskee Co., OK
NMA: 20 +/-
Lease: appears to be nonproducing & open for lease
Owner: Joan Cooper
- B. **Legal:** Undivided $\frac{1}{2}$ of $\frac{1}{12}$ interest of minerals in, under, and to the E/2 SE/4 and N/2 SW/4 SE/4 of Sec. 8, Twp. 12N, R11 E.I.M., Okfuskee Co., OK
NMA: 4.16 +/-
Lease: appears to be nonproducing & open for lease
Owner: Joan Cooper
- C. **Legal:** Undivided $\frac{1}{2}$ of $\frac{2}{9}$ interest of minerals in, under, and to the NW/4 SE/4 of Sec. 8, Twp. 12N, R11 E.I.M., Okfuskee Co., OK
NMA: 4.44 +/-
Lease: appears to be nonproducing & open for lease
Owner: Joan Cooper

Mineral #5 A-E

- A. **Legal:** Undivided $\frac{1}{2}$ of $\frac{1}{2}$ interest of minerals in, under, and to the N/2 NW/4 SW/4 of Sec. 9, Twp. 12N, R11 E.I.M., Okfuskee Co., OK
NMA: 5 +/-
Lease: appears to be nonproducing & open for lease
Owner: Joan Cooper
- B. **Legal:** Undivided $\frac{1}{2}$ of $\frac{1}{2}$ interest of minerals in, under, and to the SE/4 NW/4 SW/4 of Sec. 9, Twp. 12N, R11 E.I.M., Okfuskee Co., OK
NMA: 2.5 +/-
Lease: appears to be nonproducing & open for lease
Owner: Joan Cooper
- C. **Legal:** Undivided $\frac{1}{2}$ of $\frac{1}{2}$ interest of minerals in, under, and to the N/2 SW/4 NW/4 SW/4 of Sec. 9, Twp. 12N, R11 E.I.M., Okfuskee Co., OK
NMA: 1.25 +/-
Production: appears to be producing from the Okfuskee #5 w/RI 0.02783210, paid by Casillas Petroleum Corp. of Tulsa, OK 918.582.5310

Net Revenue: \$428.47 thru 07/2021

Owner: Joan Cooper

D. **Legal:** Undivided ½ of ½ interest of minerals in, under, and to the SE/4 SE/4 of Sec. 9, Twp. 12N, R11 E.I.M., Okfuskee Co., OK

NMA: 10 +/-

Lease: appears to be nonproducing & open for lease

Owner: Joan Cooper

E. **Legal:** Undivided ½ of ½ interest of minerals in, under, and to the SE/4 SW/4 of Sec. 9, Twp. 12N, R11 E.I.M., Okfuskee Co., OK

NMA: 10 +/-

Lease: appears to be nonproducing & open for lease

Owner: Joan Cooper

Mineral #6

Legal: Undivided ½ of ½ interest of minerals in, under, and to the W/2 NW/4 of Sec. 10, Twp. 12N, R11 E.I.M., Okfuskee Co., OK

NMA: 20 +/-

Lease: appears to be nonproducing & open for lease

Owner: Joan Cooper

Mineral #7

Legal: Seller's share of minerals and mineral interest in, under, and to the S/2 SE/4 of Sec. 17, Twp. 12N, R11 E.I.M., Okfuskee Co., OK

NMA: 80 +/-

Lease: appears to be nonproducing & open for lease

Owner: Joan & Alvin Edward Cooper

Mineral #8

Legal: Seller's interest of minerals in, under, and to the N/2 SE/4 of Sec. 17, Twp. 12N, R11 E.I.M., Okfuskee Co., OK

NMA: 80 +/-

Lease: appears to be nonproducing & open for lease

Owner: Joan & Alvin Edward Cooper

Mineral #9

Legal: Seller's share of minerals and mineral interest in, under, and to W/2 NE/4 Sec. 24, Twp. 10N, R12 E.I.M., Okfuskee Co., OK

NMA: 80 +/-

Lease: appears to be nonproducing & open for lease

Owner: Joan Cooper

