



MID-CONTINENT ENERGY EXCHANGE

Oil And Gas Asset Auctions

**Seller’s Agreement for the Sale of Oil and Gas Properties**

This Agreement for the sale of oil and gas properties is entered into on this [ ] day of

[ ], 20[ ], between Mid-Continent Energy Exchange, LLC, 6730 W. Kellogg Dr.,

Ste. 3, Wichita, KS 67209 (“MCEE”) and

[ ]

(hereinafter “Seller”) whose address is:

[ ]

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and MCEE agree as follows:

**EXCLUSIVE RIGHT TO SELL:** Seller hereby grants to MCEE the exclusive rights to sell the properties of Seller identified by Seller on the property list attached hereto as Exhibit “A”, pursuant to the terms and conditions of this Agreement.

**SALE OF PROPERTIES AT AUCTION OR POST-AUCTION:** Seller may offer properties for sale at auction through MCEE with or without a minimum reserve sales price. Seller is obligated to sell and convey the properties to the buyer with the highest bid or offer at the end of the auction so long as the bid meets the minimum reserve price (if any such reserve price is set by Seller prior to the auction). If the properties do not bring an offer at auction that meets Seller’s reserve price, Seller agrees that MCEE may continue to seek potential buyers for a 14-day period after the end of the auction (or such other period of time as Seller may agree) and, if MCEE brings a buyer’s offer to Seller within the 14-day period after the end of the auction (or such other period of time agreed to by Seller and MCEE) that meets or exceeds the reserve price set prior to the auction, then Seller will be obligated to sell and convey the properties at said price. In any event where MCEE has produced an offer from a buyer that is ready, willing, and able to purchase the properties on terms that meet or exceed the Seller’s reserve price, whether during the auction or during said 14-day period after the end of the auction (or such other period of time agreed to by Seller and MCEE), Seller agrees to pay MCEE its commission as set forth in this Agreement. Or, if MCEE brings a Buyer’s offer to Seller after the end of the auction that Seller desires to accept, Seller may so accept (waiving any reserve price set for purposes of the auction, if any), in which event Seller shall be obligated to sell and convey the properties on such terms and price as are agreed through the post-auction negotiation. In any event where a sale results, whether during or after the auction, Seller agrees to pay MCEE commission as set forth in this Agreement.

**SELLER'S REPRESENTATIONS, AGREEMENTS, WARRANTIES AND ASSURANCES:** Seller represents that Seller is properly authorized to convey the properties. Seller agrees to warrant the marketability of title to the properties being sold and warrants that neither this Agreement nor any resulting transaction to sell the properties will violate or conflict with any Articles of Incorporation, Bylaws, Partnership Agreements, Operating Agreements and/or other agreements or obligations of Seller. Seller further represents that there is no litigation, proceeding or investigation pending or threatened against Seller relating in any way to the properties. Seller represents that the properties listed are, or will be at the time of sale, free and clear from all encumbrances, liens, mortgages, pledges, production payments and security interest created by Seller and any other defects of title that adversely affect or interfere with the operation or use of the properties. Seller represents that Seller is engaged in the business of exploration for oil, gas or other minerals as an ongoing business or owning oil, gas or other minerals. The person executing this Agreement represents that he/she has legal capacity to enter into this Agreement and is either the Seller and sole owner of the properties to be sold or is the duly authorized agent, officer, fiduciary, trustee or representative of Seller.

**DISCLOSURE OF INFORMATION:** Seller agrees to disclose all relevant information regarding the properties to be sold to MCEE for disclosure to any potential buyer(s). To the extent that any mortgages, liens, encumbrances or obligations of any nature burden or affect the properties in any way, Seller shall disclose to MCEE all such mortgages, liens, encumbrances and obligations for review by potential buyers prior to the auction. Seller agrees that any liens or encumbrances may be subject to satisfaction at closing prior to receiving funds from the sale of the properties. Seller agrees to provide all well data regarding the properties to MCEE and potential buyers within 20 working days prior to any auction or sale.

Unless otherwise specified by Seller, MCEE will advertise the properties as being sold by Seller "as is, where is" without warranty as to the physical condition of the properties or future value of the anticipated income, cost or profit, if any, to be derived from the properties.

Seller shall delete and redact any personal information, including social security numbers, driver's license numbers, credit card numbers and information related to assets or financial accounts that Seller desires to have protected from disclosure to third parties, including potential buyers, and Seller acknowledges that MCEE will disclose all information provided to MCEE to potential buyers and the public at large in anticipation of an auction and the sale of the properties. Seller agrees to hold harmless, defend and indemnify MCEE from, for and against any damages, claims, costs or liability related to MCEE's publication or disclosure of information provided by Seller to MCEE, including any information provided regarding the properties being sold by Seller and all representations made by Seller regarding the properties.

Seller shall ensure good and marketable title is passed to any buyer purchasing Seller's properties. Seller shall provide to MCEE all instruments of title to the subject properties prior to any sale for review by potential buyers. While it is the duty of a buyer to satisfy itself as to whether the title is marketable and acceptable to buyer, Seller agrees to cooperate as reasonably necessary to provide documentation in Seller's possession to permit a buyer to examine the marketability of title.

Seller shall hold harmless, defend and indemnify MCEE from any damages, claims, costs or liability related to any alleged or actual breach of Seller's promises or obligations under this Agreement, any alleged or actual breach of Seller's promises or obligations under Seller's agreement with any buyer, any alleged or actual misrepresentation (whether intentional or negligent) regarding the condition or status of the properties, or Seller's alleged or actual failure to provide clear title regarding Seller's properties.

**RELEASE FROM BUYER'S NON-PERFORMANCE:** Seller agrees that MCEE is not liable to Seller for any breach resulting from a buyer's failure to close the sale of any property or any breach of duty owed to the Seller by the buyer. Seller's sole remedy for a buyer's non-performance is against the buyer. Seller hereby indemnifies and agrees to hold MCEE harmless from and against any damages, claims, costs or liabilities related to a breach or alleged breach by a buyer of any agreement to purchase the properties from Seller.

**INDEMNIFICATIONS:** Seller's indemnifications of MCEE as set forth in this Agreement include MCEE and its officers, directors, employees, shareholders, agents, representatives, contractors, attorneys, successors and assigns (collectively "the Indemnitees"). The term "costs" as set forth in the indemnification provisions of this Agreement shall include reasonable attorney fees incurred by the Indemnitees. The indemnifications of MCEE found in this Agreement shall survive closing of any transaction to sell the properties of Seller.

**COMMISSION AND FEE AGREEMENT:** Seller hereby agrees to pay MCEE the fees and or commissions set out in the fee agreement set forth below. The fee owed to MCEE shall be based on the gross sales price for each property or lot of properties sold. MCEE's commission is earned and payable by Seller when a buyer either has delivered or is ready, willing and able to deliver good funds to close the agreed transaction, and no failure to close by reason of Seller's non-performance shall excuse Seller's obligation to pay MCEE's commission.

**SALE TERMS:** It is presumed that Seller is selling all of Seller's interest in and to any of the properties identified by Seller for sale. If Seller desires to set a reserve price (i.e., a minimum acceptable sale price during the auction), Seller must notify MCEE in writing of the specified reserve price when providing information regarding said property(ies). If a reserve price is set, Seller authorizes MCEE, at MCEE's sole discretion, to notify all bidders that a reserve price exists with respect to the properties on which a reserve price has been set. All sales are final when MCEE declares a winning bidder based on the high bid on the property(ies), unless the reserve price is not met during the auction sale. MCEE will attempt to get the maximum amount possible for the Seller's properties, but Seller acknowledges that MCEE has made no promises, guarantees, warranties or other representations to Seller regarding the value of the properties being sold by Seller or the outcome of the auction. Seller acknowledges that MCEE has not stated any opinion of value or expectation of sale price to induce the Seller to enter into this Agreement, and Seller has not relied upon any representations of Seller in deciding to enter into this Agreement.

**RESOLUTION OF LESSER INTEREST ISSUES:** Seller agrees that if, within 60-days after the date of the sale of properties, a buyer provides Seller a notice accompanied by adequate proof that the properties conveyed by Seller are of a lesser interest than what was represented on the property information sheet and associated data provided by Seller, including any modifications or changes thereto, Seller shall have 30-days following receipt of the notification from the buyer to: (a) refund a pro-rata share of the purchase price based on the amount of the actual interest versus the interest as represented; (b) cure the defect that is identified to provide the buyer with the full interest represented; or (c) rescind the sale, in which case Seller shall accept a reassignment of the interest from the buyer and refund the purchase price paid by the buyer upon receipt of the reassignment. In no such event shall Seller be entitled to a refund of any commission paid, or a waiver of any commission owed, to MCEE for the sale.

**GOVERNING LAW AND JURISDICTION:** This Agreement and any action related to this Agreement shall be interpreted and governed by the laws of the state of Kansas. Seller agrees that the proper and exclusive venue for any dispute related to this Agreement is in the District Court of Sedgwick County, Kansas and that said court shall have exclusive jurisdiction over the parties and subject matter of this Agreement.

**NOTICES AND ELECTRONIC COMMUNICATIONS:** Notices regarding this Agreement shall be in writing and may be served by personal delivery or by delivery via regular, United States mail, postage prepaid on the Seller or MCEE at the addresses appearing above and via email as set forth below. The parties also agree to delivery of information, agreement to terms and the consummation of the transactions contemplated in this Agreement, including any agreements made with a buyer through post-auction negotiation, by electronic means via email.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year set forth above.

Seller hereby agrees to pay MCEE the following commission fee. The commission fee owed to MCEE shall be based on the gross sales price for each property sold on behalf of the Seller.

Commission fee

Seller Signature

Printed Name

Make settlement checks payable to

Seller Phone #

Seller Email

Cell Phone #

Check this box to opt out of text message alerts:

How did you hear about us?

Choose your method of conveyance preparation:

I will prepare the conveyances myself or have my own attorney prepare them. \_\_\_\_\_

MCEE may choose an attorney to prepare conveyances on my behalf for a small attorney fee. \_\_\_\_\_