

By registering as a buyer and/or bidder on the property, buyer agrees to the following terms and conditions:

Purchase and Sale Agreement

The Buyer has reviewed the Purchase and Sale Agreement and agrees to sign it upon being the successful purchaser.

Auction Participation

The Buyer acknowledges that CX-Energy and H.K. Keller operate as facilitators for Sellers offering oil and gas properties through an auction platform. Auctions and subsequent sales are conducted under terms established by CX-Energy and H.K. Keller, which may be modified at their discretion with or without notice. By participating, the Buyer agrees to abide by these Terms and Conditions and any additional terms, policies, or conditions specified on the H.K. Keller website (www.auction.hkkeller.com/). Buyer may be subject to pay a buyer's premium in addition to the sale price under the terms of the Auction which will be paid to CX-Energy and H.K. Keller.

Buyer's Premium

There is a 10% buyer's premium paid by the buyer on the winning bid. The winning bid plus the 10% buyer's premium will comprise the total purchase price. This means that a final bid of \$100,000 plus the buyer's premium constitutes the total purchase price of \$110,000.

Transfer Taxes and Fees

The real estate transfer taxes will be calculated on the total purchase price, the winning bid plus the 10% buyer's premium. The buyer pays all transfer taxes, recording fee, and title abstract.

Information Provided

The Buyer understands that information supplied by CX-Energy and H.K. Keller originates from the property Sellers and that neither CX-Energy nor H.K. Keller guarantees its accuracy, completeness, or timeliness. The Buyer is solely responsible for verifying any provided details before making purchasing decisions. The Buyer also acknowledges that any information received does not constitute legal or investment advice and agrees to conduct independent due diligence.

Property Acquisition at Auction or Post-Auction

Properties may be offered with or without a reserve price. If the Buyer submits the highest bid meeting or exceeding the Seller's reserve, they are obligated to purchase the property at that price. If the reserve price is unmet or the auction closes without an agreement, the property may

remain available for negotiation. If the Buyer makes an accepted post-auction offer, they are likewise committed to purchasing the property.

Buyer's Due Diligence and Evaluation

The Buyer assumes full responsibility for investigating all relevant information regarding property ownership and production before bidding. If additional details are needed, the Buyer must request them from CX-Energy and H.K. Keller or the Seller before the auction. While CX-Energy and H.K. Keller may attempt to provide requested information, they are not obligated to do so. The Buyer understands that any bids placed are at their own risk.

Buyer's Representations and Warranties

The Buyer represents and warrants that:

1. The Buyer has conducted or will conduct an independent evaluation of the property before bidding.
2. Neither the Seller, CX-Energy, nor H.K. Keller has made assurances regarding the value, profitability, or income potential of any property.
3. The Buyer's bids are based solely on their independent assessment, including public records and any other relevant data.
4. The Buyer accepts all information provided by Sellers, CX-Energy and H.K. Keller without warranties and will verify any details they deem necessary.
5. They indemnify and hold CX-Energy and H.K. Keller harmless from any claims, damages, or liabilities related to reliance on provided information.

Securities Compliance

The Buyer acknowledges that the properties offered are not considered securities under federal or state law. CX-Energy and H.K. Keller serve only to connect willing buyers and sellers and are not securities brokers or acting as securities brokers in any way, and are not subject to securities regulation under state or federal law. Notwithstanding the foregoing, the Buyer represents that they are financially and experientially suited for these transactions.

Lesser Interest Resolution

If a discrepancy in property interest is identified prior to Closing, the Buyer must notify the Seller, CX-Energy and H.K. Keller in writing, providing supporting documentation. The Seller may typically choose to do any of the following (these are examples only – refer to the Purchase and Sale Agreement for actual terms):

1. Refund/reduce a pro-rata share of the purchase price.
2. Remedy the discrepancy.
3. Rescind the sale.

In that event of a rescinded sale, the next-highest bidder may be given the opportunity to proceed with a sale and Buyer shall have no further rights or responsibilities in regard to the property.

Transfer of Royalty Payments Post-Closing.

Royalty payments are transferred from seller to buyer based on March 1, 2025. The Buyer acknowledges that properties may be subject to transfer of paying royalties by a third-party lessee/oil and gas producer/operator from Seller's account to Buyer's account following closing, and the time that it takes to complete this transfer is largely determined by the third-party lessee/oil and gas producer/operator and is out of the hands of the Seller, CX-Energy, and H.K. Keller. Buyer is instructed to refer to the terms of the Purchase and Sale Agreement for the property auction concerning all royalty transfer terms including but not limited to the effective date of transfer, timing of the royalty transfer, and escrow of funds that may need balanced between Buyer's and Seller's account post-closing. All properties are sold "as-is, where-is," and neither CX-Energy, H.K. Keller, nor the Seller guarantees the accuracy of lessee accounting and/or timing of royalty payment transfers.

Royalty Interest and Working Interest/Operational Liabilities

In the event that Buyer is purchasing a Royalty Interest/Fee Oil and Gas Rights, it is Buyer's sole responsibility to review the property's oil and gas lease/leases and all of Seller's/Lessor's rights and responsibilities which shall transfer to Buyer (unless otherwise agreed to pursuant to the Purchase and Sale Agreement) upon assignment. In the event that buyer is purchasing a Working Interest, Buyer acknowledges that any and all liabilities under Joint Operating Agreements or other similar Working Interest Agreements shall transfer to Buyer upon assignment, including but not limited to ownership, contractual obligations, lease operating expenses, operations and environmental liabilities, including damage, remediation, and associated costs. Buyer indemnifies and holds harmless Seller, CX-Energy and H.K. Keller from liabilities arising from non-compliance that arise from Buyer's ownership of the property.

No Warranties

All properties are sold "as-is, where-is" without warranties, express or implied, regarding title, condition, or value. The Buyer acknowledges they have no recourse against the Seller, CX-Energy or H.K. Keller regarding any discrepancies.

Title Responsibility

The Buyer is responsible for verifying title information and agrees to hold CX-Energy and H.K. Keller harmless from title-related claims. Neither the Seller, CX-Energy, nor H.K. Keller provides title warranties.

Closing Procedures

Upon notification of a successful bid or accepted post auction offer on a Seller's property, the Buyer must transfer full payment to the designated escrow bank within 48 hours via wire transfer, certified check, or other approved method. Funds remain in escrow until the Seller provides all necessary conveyance documents.

Escrowed Funds

CX-Energy or H.K. Keller may hold funds in escrow pending transaction completion. If a dispute arises regarding fund disposition, the Buyer acknowledges that CX-Energy or H.K. Keller will retain the funds until instructed by both parties or a court of competent jurisdiction. If CX-Energy and H.K. Keller interpleads the funds, the Buyer agrees to cover related costs, including legal fees.

Seller's Non-Performance

The Buyer acknowledges that CX-Energy and H.K. Keller are not responsible for a Seller's failure to close. Any claims related to a Seller's breach must be directed at the Seller, and the Buyer agrees to waive and indemnify CX-Energy and H.K. Keller from any such claims.

Buyer's Default

Failure to meet contractual obligations constitutes default. Remedies available to CX-Energy, H.K. Keller and the Seller include specific performance, recovery of lost commissions, resale damages, and legal fees.

Indemnifications/Waiver

The Buyer agrees to waive any and all claims of liability/hold harmless as to CX-Energy and H.K. Keller concerning this transaction, and to further indemnify CX-Energy and H.K. Keller and its affiliates from liabilities, claims, and associated legal costs arising from this Agreement. This waiver and indemnification survives closing.

Governing Law and Jurisdiction

This Agreement is governed by Pennsylvania law. Any disputes must be resolved in the Court of Common Pleas of Butler County, Pennsylvania, which has exclusive jurisdiction over the matter.

Notices and Electronic Communication

All notices shall be in writing and may be delivered in person, by mail, or via email. The Buyer consents to electronic communications regarding all aspects of this Agreement, including negotiations and execution of agreements.