UC RANCH PROPERTIES
A DIVISION OF UNITED COUNTRY REAL ESTATE

M. EDWARDS REALTY & AUCTION

Exhibit C

Real Estate Auction Sales Contract

This Agreement is entered into this day, **Wednesday, September 16, 2026** (the "Effective Date") by and between _____

_____,

whose address is _____;

(individually and collectively herein known as **"SELLER")** and

_____

_____,

whose address is _____;

(individually and collectively herein known as **"BUYER")**

1. **AGREEMENT TO PURCHASE:** In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the following selected real property (the "Property"), attached hereto as **Exhibit "A".**

2. **PURCHASE PRICE:**

High Bid Price:	**$** _____
Buyer's Premium: (5.0%)	**$** _____
Total Purchase Price:	**$** _____
Non-Refundable Down Payment/Deposit (10% of Total Purchase Price) In U.S. Funds, due with Contract, to be held by Closing Agent	**$** _____
Outstanding Amount of Total Purchase Price In U.S. Funds, due at Closing, not including Buyer's closing costs, financing costs, prepaid amount or prorations, in immediately available cash or by confirmed wire transfer	**$** _____

3. **CLOSING:** Closing shall take place with, Rowe Abstract & Title Company, (the "Closing Agent"), whose address is 306 Phelps Avenue, Littlefield, TX 79339, on or before Tuesday, October 20, 2026, (the "Closing Date"). At Closing, Seller shall deliver to Buyer a Special Warranty Deed, (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and Buyer shall pay, or cause to be paid to Seller the Total Purchase Price. The special warranty deed conveying the Property shall contain language reasonably acceptable to counsel for Seller re-

SAMPLE

flecting the AS IS, WHERE IS, WITH ALL FAULTS nature of this transaction. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Closing Agent, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered upon Closing and Funding, subject to those matters contained in the Deed, Title Commitment, this Contract and "Exhibit A". Time is of essence in this Contract.

4. **TAXES AND OTHER PRORATIONS:** The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount for the prior year. All unpaid taxes for the prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items.

5. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (the "Assessments") for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to Closing, the Assessments will be the obligation of Seller. Obligations imposed by this Paragraph will survive closing.

6. **LIKE-KIND EXCHANGE:** If Seller or Buyer desires to conduct a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, in connection with the transfer of the Property, the other party agrees to cooperate in the exchange transaction. Notwithstanding such cooperation, the party conducting the exchange will be responsible for making all arrangements incident to the like-kind exchange, and the other party will incur no liability of any kind whatsoever in consummating the like-kind exchange, except for failure to perform its obligations under this contract.

7. **CLOSING COSTS:**
   - **A. Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and issuance of the Title Policy (as hereinafter defined), and all costs relating to tax certificates, overnight courier fees and messenger charges on behalf of the Seller.
   - **B. Buyer's Costs.** At Closing, Buyer shall pay the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), Closing Agent's closing fees, and all additional sale or closing fees.

8. **TERMS AND CONDITIONS:** Auction Terms and Conditions are hereby incorporated by reference and have been attached as **Exhibit "B"**. In the event of any conflict between the terms and conditions specified the Auction Terms and Conditions and those specified herein; the terms and conditions specified herein shall prevail. This is a cash sale with a down payment and balance due at Closing (as specified in Paragraph 2). This sale is not contingent upon financing or due diligence. **BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.**

9. **DOWN PAYMENT/DEPOSIT AND CLOSING AGENT:** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

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10. DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE):

A. Buyer warrants and acknowledges to and agrees with Seller and Broker/Auctioneer that Buyer is purchasing the Property in an "AS-IS, WHERE-IS" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any nature, or type whatsoever, from or on behalf of the Seller and the Deed will contain appropriate disclaimers to this effect.

B. Seller's Disclosures:

i. Seller ☐ is ☒ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.

ii. Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.

iii. Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.

iv. Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.

v. Seller ☐ is ☒ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.

vi. Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.

vii. Seller ☐ is ☒ is not aware that the Property is located wholly partly in a floodplain.

viii. Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary):

_____

_____

_____

_____

12. Buyer acknowledges to and agrees with Seller and Broker/Auctioneer that with respect to the Property, Seller and Broker/Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, and warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the Property.

13. SELLER'S DISCLOSURE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS (Seller's Water Disclosure): Access to surface water or groundwater on the Property may be regulated, restricted, or prohibited, including but not limited to the right to drill or operate water wells and the right to withdraw water from surface water sources on or adjoining the Property. The parties shall use the Seller's Water Disclosure published by TREC to identify information related to groundwater and surface water rights. (Check one box only)

A. ☒ Buyer has received the Seller's Water Disclosure.

B. ☐ Buyer has not received the Seller's Water Disclosure. Within _____ days after the Effective Date of this Agreement, Seller shall deliver the Seller's Water Disclosure to Buyer. If Buyer does not receive the Seller's Water Disclosure, Buyer may terminate this agreement at any time prior to the closing.

C. ☐ Seller is not required to deliver the Seller's Water Disclosure to Auctioneer because all of the following are true:

i. Seller is not aware of a water well on the Property (in use or not in use);

ii. Seller is not aware of a pond, lake, or water tank on the Property;

iii. Seller is not aware of any certificate of adjudication, certified filing, or permit for surface water rights associated with the Property administered by the Texas Commission on Environmental Quality;

iv. Seller is not aware that any groundwater rights to the Property have been severed, sold, or leased in whole or in part; and

v. the Property receives water only from the following municipality (City), municipal utility district

SAMPLE

(MUD) or other special district, water supply corporation (WSC), or private water supply company (PWC):

_____

_____

_____

D. Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed the Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by **SELLER OR BROKER/AUCTIONEER** or their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, documents, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Broker/Auctioneer.

E. Buyer shall look only to Seller, and not to Broker/Auctioneer, as to all matters regarding this Contract and the Property. The Broker/Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.

F. Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Broker/Auctioneer with respect to the condition of the Property, either patent or latent.

14. PROPERTY INSPECTION: It is Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws, building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Broker/Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph shall expressly survive the Closing and any termination of the Contract.

15. TITLE: Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions". Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall

SAMPLE

satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller, at its cost, shall cause the title insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions and any liens imposed by Buyer's financing.

Buyer also acknowledges and agrees that:

- **A.** Maps and depictions included in the marketing materials for the auction are for illustration purposes only and neither Seller, nor Broker/Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- **B.** Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- **C.** Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- **D.** The Property is selling subject to any restrictive covenants and easements shown in the Title Commitment and the Survey.

16. **TITLE DEFECTS:** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the receipt of the subject Title Commitment, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to the Seller, the Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

17. **COMMISSIONS:**
    - **A. Agency Disclosure.** Broker/Auctioneer has acted as agent for Seller in this transaction and may be paid a commission by Seller pursuant to a separate written agreement between Seller and Broker/Auctioneer.
    - **B. Commission/Buyer's Premium.** At Closing, Broker/Auctioneer shall be paid the commissions as outlined in a separate agreement (auction listing agreement).

18. **FIXTURES AND PERSONAL PROPERTY:** Only the Seller's fixtures currently attached to the Property will be conveyed to Buyer and no other personal property will be conveyed with the Property. Exclusions to the above have been attached as **Exhibit "D"** (if any).

19. **BREACH OF CONTRACT BY SELLER:** If Seller defaults in the performance of any of its obligations pursuant to this contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Broker/Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

20. **BREACH OF CONTRACT BY BUYER:** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

    In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

SAMPLE

21. **CASUALTY:** Except as herein provided, all risk of loss with respect to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre- casualty condition or to cancel this Contract and Buyer's Down Payment/Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

22. **ACKNOWLEDGEMENT:** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Texas Business Organizations Code), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute the Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.

23. **WAIVER:** No failure or delay on the part of Seller in exercising any right of Seller or any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

24. **AGREEMENT OF THE PARTIES:**
    - **A. Entire Agreement; Amendment:** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.
    - **B. Assignability:** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.
    - **C. Binding Effect:** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
    - **D. Counterparts:** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
    - **E. Joint and Several:** All Buyers executing this Contract are jointly and severally liable for the performance of all its terms.
    - **F. Governing Law:** Texas law governs the interpretation, validity, performance, and enforcement of this Contract.
    - **G. Severability:** If a court finds any clause in this Contract invalid or unenforceable, the remainder of this Contract will not be affected, and all other provisions of this Contract will remain valid and enforceable.
    - **H. Resolution of Disputes:** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of, or relating to, this Contract or any resulting transaction shall be decided by the District Court located in Cochran County, Texas. **EACH OF THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY. ALL MATTERS SHALL BE TRIED TO THE JUDGE AT A BENCH TRIAL.**
    - I. **Notices:** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivery by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Broker/Auctioneer and Closing Agent. Monty E. Edwards Broker (TX#515752) and Monty E. Edwards (TX#18341) are the Broker and Auctioneer of Record and United Country M. Edwards Realty & Auction is the Brokerage of Record (TX#9002391). In compliance with TDLR rule 67.100(c)(1), notice is hereby provided that this auction is covered by a Recovery Fund administered by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-2906. Any complaints may be directed to the same address.

<<< SIGNATURE PAGES FOLLOW >>>

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IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SELLER:

Seller's Name: _____

Seller's Address: _____

Seller's City/ST/ZIP: _____

Email: _____

Phone: _____

Signature _____

SELLER:

Seller's Name: _____

Seller's Address: _____

Seller's City/ST/ZIP: _____

Email: _____

Phone: _____

Signature _____

SELLER:

Seller's Name: _____

Seller's Address: _____

Seller's City/ST/ZIP: _____

Email: _____

Phone: _____

Signature _____

SELLER:

Seller's Name: _____

Seller's Address: _____

Seller's City/ST/ZIP: _____

Email: _____

Phone: _____

Signature _____

SELLER:

Seller's Name: _____

Seller's Address: _____

Seller's City/ST/ZIP: _____

Email: _____

Phone: _____

Signature _____

SAMPLE

BUYER:

Buyer's Name: _____

Buyer's Address: _____

Buyer's City/ST/ZIP: _____

Email: _____

Phone: _____

Signature _____

BUYER:

Buyer's Name: _____

Buyer's Address: _____

Buyer's City/ST/ZIP: _____

Email: _____

Phone: _____

Signature _____

BUYER:

Buyer's Name: _____

Buyer's Address: _____

Buyer's City/ST/ZIP: _____

Email: _____

Phone: _____

Signature _____

BUYER:

Buyer's Name: _____

Buyer's Address: _____

Buyer's City/ST/ZIP: _____

Email: _____

Phone: _____

Signature _____

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