UC RANCH PROPERTIES
A DIVISION OF UNITED COUNTRY REAL ESTATE

M. EDWARDS REALTY & AUCTION

Exhibit B

Bidder # _____

Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I _____ (Buyer) agree to immediately enter into a Purchase Contract if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

Description of Land (Full legal descriptions in Title Company).

Legal Description:

See Exhibit A

Auction Date/Time:

- **Online Bidding Opens on August 26, 2026 starting at 10:00am Central Daylight Savings Time**
- **Live Bidding begins on September 16, 2026 starting at 10:00am Central Daylight Savings Time**

Location of Live Auction: Lamb County Ag Center, 1612 Hall Avenue, Littlefield, TX 79339

By signing below, I agree that I have read and fully understand the Auction Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Auction Bidders Agreement MUST be signed and returned to the auction company, prior to being allowed to bid in the Auction. As a bidder, it is solely my responsibility to contact the auction company at (806)686-6371 or the Auctioneer directly at (806)786-5426 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Auction Terms & Conditions

1) **Seller's Confirmation:** The property is being offered in a Public Auction, **this is a reserve auction with all bids being subject to final approval and acceptance by Seller(s).**

2) **Auction Bidding Registration:** Auction bidder hereby acknowledges that they must be properly registered for the auction by completing and signing the **Auction Bidders Agreement**, which will be sent by email via DocuSign or from the Broker/Auctioneer upon request. Upon completing this registration form and receiving approval, bidding privileges will be granted. If you need assistance with registration, you may **contact Monty Edwards at (806)786-5426 or by email at** Monty@MEdwardsAuction.com. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.

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3) **Auction Format Description:** Advanced Online bidding shall be opened as indicated above and accompanied with Live Public bidding beginning on the date, time, and location stated above. Auctioneer shall have full authority to offer the PROPERTY at the AUCTION in any manner in which it sees fit for the purpose of obtaining the highest price possible. AUCTIONEER shall establish the methodology by which the AUCTION is conducted. The PROPERTY shall be advertised and sold as a **Reserve Auction with SELLER reserving the right to (Accept or Reject) any and all bids placed in the AUCTION.** The AUCTION shall be conducted as an online (internet auction), and/or with a live auction event.

4) AUCTIONEER may, at its option, open the AUCTION for advance online bidding for a period of approximately three (3) to four (4) weeks prior to any scheduled live auction event (the "Pre-Auction Bidding Period") as part of the first round of bidding. All bids received during the Pre-Auction Bidding Period shall be deemed valid and binding bids and shall be carried forward to the live auction as opening or floor bids.

5) In the event a bidder submits a maximum bid during the Pre-Auction Bidding Period that has not been exceeded prior to the commencement of the live auction, such maximum bid shall be treated as a proxy bid. AUCTIONEER is authorized to advance such proxy bid competitively, in bid increments established by AUCTIONEER, against bids made by live bidders during the live auction event, until such maximum bid is exceeded or the bidding concludes.

6) All bidding, whether conducted during the Pre-Auction Bidding Period or during any live auction event, shall be subject to the terms and conditions of this AGREEMENT and any additional terms and conditions of sale established by AUCTIONEER and announced or published prior to or at the time of the AUCTION.

7) **All properties will be sold individually – no combination or group bidding.** This format is designed to ensure every bidder has a fair opportunity to raise their offer and secure the property they want.

8) **Agency Disclosure:** The Broker/Auctioneers are acting exclusively as the agent for Seller in this transaction and is to be paid a fee by Seller pursuant to a separate written agreement between Seller and Broker/Auctioneer. The Broker/Auctioneer is not acting as agent in this transaction for the Buyer. Any third-party broker is not a subagent of Broker/Auctioneer.

9) **Property Preview and Inspection: Broker/Auctioneer strongly recommends that prospective Bidder(s) personally inspect the Property prior to the Auction. It is the sole responsibility of the Bidder to:**

   The property can be previewed by contacting the auction company at **(806) 686-6371** or the Auctioneer(s) directly at (**806) 786-5426 (Monty Edwards, Auctioneer).** Buyer agrees to indemnify, defend and hold harmless property owner from any damages resulting from Buyer's preview of the property. Property previews are encouraged prior to placing a bid in the auction. There may be cattle in the pasture, so please keep all the gates closed while inspecting. Please do not drive in tall grass to avoid fire hazard. Direct all questions to the auction company.

10) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property and financing is NOT a contingency in the purchase agreement.

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11) **Buyer's Premium:** A **5.0%** Buyer's Premium shall be added to the final bid price placed online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Purchase Price for which they are obligated to pay for the property.

12) **Purchase Contract:** Winning bidder hereby agrees to enter into a Contract to Purchase the property immediately upon being notified of the Seller's acceptance of their winning bid. Upon the close of the auction and acceptance of winning bid the successful bidder will sign in person or if a phone in bidder will be forwarded via email the Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auction Company(s) (**United Country Real Estate - M. Edwards Realty & Auction** within 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be (hand delivered, faxed, or scanned and emailed). A copy of the Auction Real Estate Sales Contract is available for review online prior to placing any bids in the auction.

13) **Down Payment/Earnest Deposit:** A non-refundable down payment of **Ten Percent (10%)** of the total contract purchase price will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.

14) **Closing:**
    a) The Closing shall be on or before **Tuesday, October 20, 2026**. Closing shall take place at **Rowe Abstract & Title Company** located at **306 Phelps Avenue, Littlefield, TX 79339** Closing Agent is **Bridgette Thompson** and her phone number is **(806)385-4420**, email is **titlework@roweabstract.com.**
    b) Out of state buyers will be afforded the opportunity to close remotely.

15) **Easements and Leases:** The sale of the property is subject to any and all easements filed of record and any and all leases.

16) **Minerals and Other Title Reservations and/or Special Provisions:** Attached hereto as Exhibit(s) E, are materials specifically related to reservations or special provisions that will be a part of the purchase contract to be executed in compliance with **Section 8** hereof. Buyer acknowledges receipt of such Exhibits and specifically consents to the inclusion of such reservations and special provisions in the aforementioned purchase contract.

17) **Survey:** In the event any purchased tract requires a survey to determine the legal description, the cost of the survey will be paid by the Seller. The type of performed shall be at the Seller's option and sufficient for providing title insurance. If the same buyer or entity purchases two (2) adjoining tracts and no interior survey is required to separate said tracts, then any additional survey desired by the buyer will be at the buyer's sole discretion and cost. All advertised acreages are approximate and have been estimated based on current legal descriptions.

18) **Possession:** Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and the Sales Contract (See Exhibit A for specific individual tract possession stipulations).

19) **Title:** Seller shall provide a Preliminary Title Commitment for the property being sold. Seller shall pay for the issuance of the Title Policy for the property being sold and transferred. Seller shall execute a Special Warranty Deed conveying the property to the buyer(s).

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20) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.

21) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country Real Estate – M. Edwards Realty & Auction or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount or attend the live auction in person, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (**pause**) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and/or to maintain a fair and impartial bidding environment.

22) **Soft Close:** In the event of an **online only** format, If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.

23) **Broker Participation:** Contact the Broker/Auctioneer to request broker registration information.

24) **Equal Opportunity:** All bidding is open to the public which meets the Sellers registration qualifications and approval. The Property is available to qualified Bidders without regard to a prospective Bidders race, color, national origin, religion, sex, familial status, or physical handicap.

25) **Miscellaneous:**
   a) All decisions of the Broker/Auctioneer are final as to the methods of bidding, disputes among bidders, increments of bidding, tie bids, and any other matters that may arise before, during, or after the Auction. Seller reserves the right to deny any person admittance to the Auction or expel anyone from the Auction who attempts to disrupt the Auction.
   b) Property in whole or part is subject to sale prior to auction day.
   c) Bidders are given notice that the Auction may be video/audio recorded and photographed.
   d) Broker/Auctioneer reserves the right to accept or reject offsite bidding via the internet, by telephone or by written bid.
   e) All announcements made Auction Day supersede any prior oral or written statements. The Seller reserves the right to announce additional Terms and Conditions of the sale prior to or during the Auction.
   f) The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the persons credentials, fitness, etc. **All decisions of the Auctioneer are final.**
   g) Texas Broker/Auctioneer Monty Edwards, Broker of Record (TX#515752), United Country Real Estate- M Edwards Realty & Auction, Brokerage of Record (TX#9002391), Monty Edwards, Auctioneer (TX#18341).
   h) 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, and the phone is (512) 463-2906. Any complaints may be directed to the TDLR at the same address.

26) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. BUYER also acknowledges and understands the PROPERTY of-

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fered for sale in this AUCTION may be or is subject to existing Leases or Subleases and may also have growing crops located thereon and the PROPERTY is being sold subject to those currently existing Leases and/or Subleases and the BUYER of that PROPERTY is purchasing the PROPERTY subject to the terms and conditions of those existing Leases and Sub-leases, and subject to any Growing Crops that will be harvested from the PROPERTY at that crop's normal harvest season, notwithstanding any sale and purchase of that PROPERTY. **REAL ESTATE IS BEING SOLD "AS-IS, WHERE-IS" WITH NO WARRANTIES EXPRESSED OR IMPLIED.** Please make all inspections and have financing arranged prior to the end of bidding. The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved and confirmed by Seller.

<<<< SIGNATURE PAGE TO FOLLOW>>>>

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Buyer: Printed Name	BUYERS SIGNATURE DATE
Spouse (if any): Printed Name	SPOUSE SIGNATURE DATE
Buyer: Address	
Buyer: City / State / Zip	**(RECEIVED)**
Buyer: Email	Auctioneers Printed Name
Buyer: Phone	Auctioneers Signature Date

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