



FLYING RIVER RANCH TERMS AND CONDITIONS

NOMINAL OPENING BID: \$250,000.00 Nominal Opening Bid for **each** parcel.

BIDDING PROCEDURE: The parcels will be offered in individual parcels, in any combination of parcels, or as a whole property. There will be open bidding on all parcels and combinations during the auction as determined by the auctioneer. Bidders on individual parcels, parcel combinations, and the whole property may compete. The property will be sold in the manner resulting in the best total sale price. **ACCEPTANCE OF THE HIGHEST BID OR BIDS IS SUBJECT TO THE SELLER'S APPROVAL.** Purchaser will be notified within 72 hours if the Contract for Sale has been accepted by the Seller, but Purchaser acknowledges that he is irrevocably bound to the terms of this Contract during that 72 hour period. In the event the Seller does not accept the Contract for Sale, the earnest money shall be returned in full to the Purchaser.

BIDDER REGISTRATION: Every prospective bidder must present a \$50,000.00 cashier's check for **each** parcel they want to bid on in order to receive a bid card. The cashier's check is made payable to the remitter (the bidder). If you are the successful high bidder, you will be required to endorse the cashier's check and make it payable to Park County Title.

EARNEST MONEY DEPOSIT: Ten percent (10%) of the Total Contract Price will be the earnest money deposit payable the day of the auction and payable as follows: \$50,000.00 cashier's check made payable to the high bidder for **each** individual parcel. The high bidder will endorse his check and make it payable to Park County Title and the balance of the earnest money deposit will be accepted by a bankable personal or company check made payable to Park County Title. The balance of the purchase price will be paid in cash, collected or certified funds on or before October 25, 2013.

BUYER'S PREMIUM: A five percent (5) buyer's premium will be added to the final bid price to determine the total contract price. Such as \$1,000,000.00 bid price plus five percent (5%) \$50,000.00 buyer's premium equals \$1,050,000.00 Total Contract Price.

ACCEPTANCE OF FINAL BID PRICE: "ACCEPTANCE OF THE FINAL BID PRICE IS SUBJECT TO THE APPROVAL OF THE SELLER."

PARTIAL RELEASES FROM SELLER'S LENDERS: Upon Seller and Purchaser's execution of this Contract for Sale, Seller must request a partial release for the property being sold to the Purchaser. In the event that the Seller's lender or lenders do not agree to the partial release by October 15, 2013, Seller shall have no further obligation to sell the property to Purchaser, and Purchaser shall receive a full refund of his earnest money, and this Contract for Sale shall terminate.

SUBJECT TO SALE PRIOR TO AUCTION: This property is subject to sale prior to the auction. In the event that a Purchaser makes an offer to MUSSER BROS. INC. that is accepted by the Seller, the auction will be cancelled and the property will be sold.

SURVEY: In the event that the property is sold in separate parcels and when necessary for recording, the Seller agrees to provide, at his expense, a Certificate of Survey and legal description of the property to be conveyed to the Purchaser along with a Warranty Deed to match. If Purchaser is purchasing Parcels 1,2,3,4 and 5, the property will NOT be surveyed by the Seller.

BLM LEASE: As of the closing date, and subject to any applicable Bureau of Land Management approvals, Seller will execute lease assignment form for any of Seller's rights in the BLM lease #2510 held by Seller as lessee, as depicted on the map adjacent to Parcel 5 and being sold with Parcel 5, to the Purchaser of Parcel 5. Purchaser will be responsible for the cost of any assignment application fees.

HAY NOW STORED ON PARCEL TWO AND PARCEL THREE: If Purchaser is purchasing Parcel Two or Parcel Three hereunder, Purchaser agrees that Seller may continue to store without charge the existing hay now on Parcel Two or Parcel Three until December 31, 2013. Seller reserves the right to remove the hay from these parcels.

MINERALS NOW OWNED BY YU LAND AND CATTLE, LLC: Seller agrees that as a condition to closing on this Sale Contract, Seller will have YU LAND AND CATTLE, LLC at closing, quitclaim to the Purchaser all oil, gas and other minerals now owned by it lying in and under the parcels being purchased by Purchaser.

WATER RIGHTS: All water rights that have historically been associated with the property shall be conveyed with the property.

WELL SHARE USE AGREEMENT: In the event that Parcels 1-3 are sold to separate Purchasers, a Well Share Agreement on the Embar No.1 well, which is located on Parcel 3, will be drafted before closing which fairly allocates the use and distribution of water as required by law, and proportionate to acreage benefitting from the water appropriation within the legal description of that water right. The Purchaser is purchasing these parcels SUBJECT TO A WELL-SHARE AGREEMENT to be drafted.

WATER ASSOCIATION AGREEMENT FOR IRRIGATION: In the event that Parcels 1,2,3 & 4 are sold to different Purchasers, Seller will pay for and establish a Water Association Agreement which will fairly allocate the use and distribution of the surface water and reservoir water as required by law. The Water Association Agreement will require the proper installation of measuring devices and will also outline the operation and maintenance of the main canal and any shared ditches. Seller shall be required to install such measuring devices, at Seller's sole expense, prior to closing, or hold out a sum necessary to be held in escrow to pay for purchase of said devices and their installation if it cannot be accomplished prior to closing. Purchaser is purchasing these parcels SUBJECT TO A WATER ASSOCIATION AGREEMENT AND IRRIGATION EASEMENTS to be drafted.

FENCES: Seller makes no representation or warranties as to the accuracy of fence locations in relation to property boundary lines.

ACREAGE AND PARCELS: All acreages are approximate and have been estimated based on current legal description and/or aerial photos. Any known corrections, additions, or deletions will be made known prior to the auction.

REAL ESTATE TAXES: The 2013 calendar year taxes and assessments will be prorated to the date of closing.

INSPECTIONS: Upon receiving a bidding card, the Purchaser hereby acknowledges that he/she has inspected the property at length, and has performed any and all tests and inspections that he desires or needs, and agrees to accept the property "AS IS". Furthermore, Purchaser further acknowledges that the Seller makes no warranties whatsoever about the property and specifically disclaims any warranties of fitness for a particular purpose or any warranty of habitability.

DISCLOSURES: Due to the age of the houses on some of the parcels, Purchaser acknowledges that some of the homes may have some lead based paint.

NO CONTINGENCIES: THERE ARE NO CONTINGENCIES TO CLOSING FOR PURCHASER. PURCHASER ACKNOWLEDGES THAT THERE ARE NO CONTINGENCIES TO CLOSING FOR PURCHASER. PURCHASER IS REQUIRED TO CLOSE BY OCTOBER 25, 2013 OR PURCHASER WILL FORFEIT ALL OF HIS EARNEST MONEY TO SELLER.

TITLE: Seller shall provide the Purchaser with an Owner's Policy of Title Insurance in the amount of the Total Contract Price, and shall execute a Warranty Deed conveying the real estate to the Purchaser.

CLOSING: Closing shall be held no later than October 25, 2013, in Cody, Wyoming. The closing agent shall be Park County Title located at 1014 Rumsey

Avenue in Cody, WY 82414.

CLOSING COSTS: Seller shall pay for the preparation of the deed, the costs of the title insurance for the Owner's Policy, one-half of the closing costs charged by Park County Title and all of his own attorney fees. Buyer shall pay the fee for recording the warranty deed, any loan fees or points, any appraisal fees, one-half of the closing costs charged by Park County Title, and all of his/her own attorney fees.

AGENCY: MUSSER BROS. INC. and their representatives are exclusive agents of the Seller. MUSSER BROS. INC. is treating the Purchaser as a customer. See the real estate disclosures regarding this fact prior to auction.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the purchase and sale agreement. The property is being sold on an 'AS IS, WHERE IS' basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auctioneer. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auctioneer. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE AUCTION TAKE PRECEDENCE OVER PRINTED MATERIAL, ADVERTISING OR ANY OTHER ORAL STATEMENTS MADE.

I have read all the Terms and Conditions of the auction and specifically have read the Sale Contract prior to bidding.

Name:

Date: