REAL ESTATE AUCTION TERMS AND CONDITIONS

Thank you for participating in today's auction. Good luck!

All bidders must register acknowledging that they have read and agree to these "Terms and Conditions" of the sale as outlined prior to bidding. It is important that you familiarize yourself with the terms and conditions as all sales are final and irrevocable. The terms of sale are non-negotiable. Auction registration finalizes each bidder's agreement to the terms and conditions of the auction. Do not bid until you have read and agree with these Terms and Conditions. Bidders may register online to bid on the specific property noted in this agreement**.** There is no fee to register although a valid credit card will be required to verify identity and funds. By placing a bid, *you* are representing to Buck Up Enterprises, LLC., Buck Up Auctions, Buck Up Realty Team brokered by eXp Realty, LLC., Buck Up Property Consultants, LLC., ("Agent" and/or "Auctioneer") and the seller that *you* have read and agree to be bound by the terms and conditions for this sale as stated herein. If you do not agree with any of the terms and conditions stated DO NOT BID or you will be bound by those terms and conditions. By placing a bid, you indicate that you agree to all terms, conditions and acknowledge all disclosures of this auction.

Auctioneer's Note: Buck Up! Enterprises, LLC - dba Buck Up Auctions, Buck Up Realty Team brokered by eXp Realty, LLC, has been contracted to sell real property for the seller(s) associated with the property listed in these Auction Terms and Conditions.

Property Address & Legal Description: Address: 411 E Church St, El Campo, TX 77437

. Property ID Number ___13710________ Zoning __Residential______Deed Book Vol. _–_____ page -__–___

Description of Property per_Wharton County Texas CAD:

_______DUSON LOT 50A , __0.5287 Acres

____

1. Forms of Sale: Before Auction Offer - MLS List Price on this property is a price that the seller would "consider" forgoing the auction process. The seller is not obligated to accept pre-auction offer(s). Seller has the right to accept or reject any and all bids, offers, or counter the high bid or pre-auction offer(s) of the property, if seller's reserve is not met. Pre Auction Offers may be submitted in writing up until 7:00 P.M. on DAY BEFORE THE AUCTION CLOSES. The online auction will launch and online bidding will open as soon as all required real estate documents and property details are submitted, uploaded and Real Estate Auction Terms & Conditions are approved by the seller and auctioneer.

Bidding will close (date)__October 2, 2026__ at 1:00 PM Central Time (unless otherwise stated).

All offers or bids placed are irrevocable and subject to the terms and conditions of the auction. Seller reserves the right, but is not obligated, to go under contract before auction or may choose to open the auction at the written offer price.

2. Submitting a Bid or Offer: By placing a bid during the auction or making a written offer BEFORE the auction, you are placing an irrevocable offer. If your high bid or offer is accepted, you are agreeing to pay your high bid or offer price, plus the 10% Auction Premium added to the high bid price, creating the final sales price and adhering to the terms & conditions that are a part of this transaction. The terms outlined in this agreement will apply to any on-line or pre-auction offer. Questions related to written offers may be directed to the auctioneer.

3. Acceptance of Bid Price or Offer: Seller has the right to accept or reject any and all bids or counter the high bid of the property, if seller's reserve is not met. The Buyer/Bidder is responsible to honor their bid until the seller rejects the high bid in writing. The Auction Company will make every effort to receive full acceptance upon the final bid of the online or live auction. Sellers may choose to review any and all pre- or post-auction offers, extend or relaunch the online auction, if the reserve price is not met.

4. Auction Methods: Online Bidding to open when Auction Terms and Conditions are approved by the seller, auctioneer and property auction details are uploaded to the bidding platform. Pre-Auction Offer period will be (date - from day listing begins) _June 5, 2026______ through (date- day auction closes)___October 2, 2026_____________.

Note: If Live/Onsite Auction Method is utilized, the high bid amount at the close of the online auction will serve as the starting bid at the live auction, in the event the seller and auctioneer agree and advertise on-site bidding.

5. Live/Onsite Auction Method: Buck Up! Auctions has the right to have an onsite auction if deemed necessary. If the onsite auction is utilized, the terms and conditions will be updated, and all bidders will be notified. Bid Assistants/Auctioneers will be onsite to accept bids in person, via phone, and via left absentee bids. Auctioneer and Bid Assistants will also be available to assist you with app downloads, registering to bid, & provide guidance, regarding the bidding process. The high bidder will be announced at the completion of the auction. If live/onsite bidding is utilized, if available - simulcast bidding will be provided for online bidders. At this time, this property:

_____will be offered at live on-site bidding.

___X__will NOT be offered at live on-site bidding. All bidding will take place online.

6. Auction Premium: There is a 10% AUCTION PREMIUM on the sale of this property. 10% will be added to the HIGH BID price of the property and will become part of the final sales price at closing and funding. This non-negotiable auction premium also applies to pre- and post-auction offers.

***10% Auction Premium Example:**

> **HIGH BID Price: $100,000 Plus 10% Auction Premium: $10,000 = Total Contract Purchase Price: $110,000**

7. Bidding Process: No bid may be withdrawn by a bidder once made to the Auctioneer or bidding platform. All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property "sold" and the auction has concluded. The Auctioneer reserves the right, but has no obligation, to bid on behalf of the seller. The seller has the right to accept or reject all bids. The Auctioneer will control any increments of bidding. The bidder's number and registration is non-transferable.

8. Internet Bidding: This auction will feature online bidding. Bids may be taken from both online bidders and bidders placing their max bid, allowing the platform to bid on their behalf. The sale will be controlled both by the auctioneer personally and by the online bidding program. Auctioneer and Bid Assistants will be available at scheduled preview days and day of sale to assist with app downloads & bidding questions. Buck Up Auctions, Buck Up Property Consultants, LLC., Buck Up Realty and its affiliates and assigns are not responsible for malfunctions or system errors which cause a bid or bidder to fail to be recognized or registered. In the event of a dispute or loss of internet bidding platform functionality, the online bidders and bidders that have placed a max bid, accept that the auctioneer may re-open the bidding at the auctioneer's sole discretion and shall serve as the sole arbiter as to who is or is not allowed to bid, restarting an auction, reaching out to registered bidders by other means.

9. Announcements: All announcements made the day of auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale. Updates and announcements will be made via the bidding app and may be made throughout the offer and bidding process. The Auctioneer suggests that all bidders opt in for notifications when the app is downloaded. The Auctioneer and auction company are not responsible for missed notifications. Seller reserves the right to withdraw property from the auction at any time if mutually agreed with the auctioneer in writing.

10. Proof of Funds are Required: Proof of funds or Letter from your bank is required and is to be provided to the auctioneer/Broker, no later than THE DAY BEFORE THE AUCTION – 5:00 P.M. Bidding abilities may be denied until funds are verified. It is the responsibility of any Broker Rep/Agent representing a client to have completed and returned the Buyer Representation/Broker Participation Form (last page of this document), no later than THE DAY BEFORE THE AUCTION – 5:00 P.M.

11. Documentation: Upon the completion of the auction the winning bidder will sign a contract and any supporting documents once Auctioneer/Broker receives Seller's bid approval. The contract will be on Texas Real Estate Commission and/or Texas Association of Realtors promulgated forms.

12. Completion of Purchase Documentation for Real Estate: The Auctioneer or Title Company shall contact the approved buyer, within 24 hours immediately following the close of the auction. If buyer is an online bidder: Buyer shall have two (2) days following the auction to return all completed Texas Association of Realtors (TAR) documents or shall be subject to paying a liquidated damages amount equal to the earnest money and buyers premium combined. If the winning bidder is in person & reserve has been met, the winning bidder will fill out all necessary documentation at the close of the auction. If you wish to have the purchase documents reviewed by an attorney, please contact Auctioneer PRIOR to the auction and we will provide them to you for review so as to not delay the post auction process. Be sure you have asked all of your questions prior to bidding.

13. Earnest Money: Upon the completion of the live auction the winning bidder will immediately make an earnest money deposit of $___5,000.00___ U.S**.** dollars. The earnest money will be made in the form of a personal (funds verified), wire transfer or cashier's check payable to: __Texas Country Title__ (Title Company), entrusted to _Ashleigh Moehling__ (escrow officer). The remainder of the purchase price is due upon closing. BIDDING IS NOT CONTINGENT UPON FINANCING APPROVAL**.** YOU ARE RESPONSIBLE FOR YOUR FINAL BID PRICE, REGARDLESS OF FINANCING APPROVAL.

14. Real Estate Taxes and Assessments: Property taxes for the current year, _2026__ will be prorated to the date of closing and funding. The buyer(s) will be responsible for all taxes imposed after the execution of the General/Special Warranty Deed.

15. Rollback Taxes: The buyer will be responsible for any "rollback" property taxes. Rollback taxes may occur when the new buyer intends to use the property differently than its current use. An example: a property being used for ag production changing to commercial use - non-ag related. Contact attorney for further explanation.

16. HOA/ Property Management: The buyer will be responsible for any fees associated with resale certificates. Please Note:____YES, There is HOA associated with this property. Or _X__NO, HOA.

17. Closing & Funding: Will take place on or before 45 DAYS FROM THE AUCTION CLOSE DATE or sooner at __Texas Country_Title__(Title Company), located at____103 S Main, Giddings, TX 78942 -OR- 215 N. Main St, La Grange, TX 78945 or appropriate satellite office location/or mobile notary service __ or as soon as applicable closing documents, and due diligence has been completed. Buyer & Seller will pay respective closing costs.

18. Possession: Upon closing and funding.

19. Title: A General Warranty Deed (specify) shall be executed by the owners of the property, conveying the real estate to the buyer(s). Seller shall furnish to Buyer at _____Buyer's/ __X__Seller's expense an owner policy of title insurance. Title will be issued by the selected title company in the amount of the sales price. In the event that an issue arises when the title is pulled. The seller will have 120 days to remedy the issue, or terms mutually agreed to between buyer and seller. In the event that the issue cannot be remedied, Seller will refund earnest money to buyer.

20. Breach or Failure to Close (Default): If any conditions contained herein are not complied with by the buyer, or the buyer fails to close in accordance with the Real Estate Contract of Purchase, the earnest money deposit & buyers premium will be forfeited as liquidated damages. However, such forfeiture shall not preclude Buck Up Enterprises, LLC., Buck Up Property Consultants, LLC, Buck Up Auctions, Buck Up Realty or the seller from enforcing additional remedies available as detailed in the Real Estate Contract of Purchase.

21. Broker Rep/Agent Registration: Broker Reps/Agents must accompany their client at ALL showings,confirm proof of funds has been submitted and register their client by 5:00 pm on the business day immediately preceding the auction via the auction platform, no exceptions. It is the responsibility of any agent representing a client to have completed and returned the Buyer Representation/Broker Participation Form by the published deadline. No registration forms will be accepted at the auction. Brokers Reps/Agents **MUST** accompany clients at all showings and inspections ***and*** (if live auction), attend the auction with their client, be present as their client executes any online bidding, to be offered 3% commission for Buyers Representation.

22. Inspection/Preview: Preview Dates will be set and posted/marketed. Scheduled property preview dates may be added, disclosed, and updated up until the day the auction closes. Dates and times may be changed or adjusted. Please visit the Buck Up Website and App to view/receive alerts. www.buckupauctions.com and www.bid.buckupauctions.com

Please text to schedule outside of pre-scheduled dates and times**.** For additional information, or **to schedule an appointment to preview - please text or email Heather at 979.421.0325** or heather@buckupauctions.com -OR- the Buck Up Office at 979-451-8725 - PROPERTY IS AVAILABLE TO VIEW DURING PREVIEW DATES and by AVAILABLE APPOINTMENT. If you are a Licensed Real Estate Agent, text 979-421-0325 or 979-451-8725 to get access code. Agents must accompany their client(s) for all showings, all appointments and follow up meetings.

23. Minerals: Seller ___will/ ___ will not /convey any seller owned mineral interest, but will convey surface rights to the new owner.

24. Survey: Seller ___has/ _X__has not/ provided a survey. Buyer is responsible for securing their own survey, if desired. Boundary markers ____are/ __X__ are not currently marking the property boundaries. Buyer is responsible for any and all information, including, but not limited to: boundary lines, encroachments, and metes and bounds. This is in the Property Information Packet (PIP). Buyers will be responsible for any additional survey costs desired or required. The advertised legal description including but not limited to acreage, square footages, and any other measurements are approximate and have been assessed based on Appraisal District records, aerial photos, or other reliable sources. Information supplied by Auctioneer should not be deemed reliable and prospective buyer should verify all legal descriptions and boundary lines. If the survey provided does not meet prospective buyer's needs, it will be the responsibility of the prospective buyer to pay for and furnish their own survey.

25. Information of Brokerage Agency: Buck Up! Enterprises, LLC - dba Buck Up Auctions, in conjunction with Buck Up Realty Team brokered by eXp Realty, LLC., Buck Up Property Consultants, LLC. and auction/realty personnel are exclusive agents of the seller. An “Information about Brokerage Services” (IABS) form (TXR-2501) is supplied in the PIP package. Texas Law requires all real estate licensees to supply this form to all prospective buyers, tenants, and sellers.

26. Environmental Disclaimer: The seller and Buck Up! Enterprises, LLC.- dba Buck Up Auctions, Buck Up Property Consultants, LLC. Buck Up Realty, agents, contractors, employees, affiliates and assigns do not warrant or covenant with buyers with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state, or local claims based thereon arising out of the actual or threatened discharge, release disposal, seepage, migration or escape of such substances at, from or into the demised premises. Buyer is to rely upon their own environmental audit or examination of the premises.

27. <u>Disclaimer:</u>

Property specific information will be included in the Property Information Packet. Any information supplied in the property information package (PIP) regarding the property noted in this agreement and all supplied material is subject to the terms and conditions in this agreement. The property described in the (PIP) is being offered to the highest bidder "AS IS", "Where IS" and no warranty or guarantee, expressed or implied, concerning the property made by the Seller, Auction Company or broker.

Each potential buyer is encouraged to perform his/her own independent inspections, inquiries and due diligence concerning the described property (at buyer's expense). The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient's risk. Buyer agrees to accept property with its current zoning, easements, and any and all right-of-ways that carry with it. All information is taken from sources deemed to be accurate and reliable, all measurements are approximate and not to scale. The seller and the auctioneers, Buck Up Enterprises, LLC. - dba Buck Up Auctions, Buck Up Property Consultants, LLC., Buck Up Realty Team brokered by eXp Realty, LLC, contractors, employees, firm, brokers, affiliates or assigns assume no liability in this matter.

Any and all announcements made the day of auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale but shall in no event form the basis of any representation or warranty by seller or auctioneers. Auctioneer has a right to accept or reject all bids. The Seller and Auction Company reserve the right to prohibit any person from bidding not in good standing with the Auction Company and or Broker. In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer. All decisions made by the Auctioneer and or Broker are final.

OBLIGATION OF BUYER FOR THE BENEFIT OF SELLER, CLOSER, OR AGENT IN THIS CONTRACT SHALL SURVIVE THE CLOSING AND/OR TERMINATION OF THIS CONTRACT.

Corrections or Amendments: Any corrections and or amendments will be posted to the bidding platform at bid.buckupauctions.com.

Indemnification of Agent and Closer: Buyer jointly agrees to indemnify and hold closer and agent their agents, principals, associates, affiliates, assigns and employees harmless against any and all losses, claims, damages or liabilities and expenses not resulting from agent or closer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by agent or closer hereunder relative to the performance of their duties related to the parties or the property, including without limitation any litigation arising from or in respect of this contract or the transactions contemplated hereby. Closer and agent shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Closer and agent are authorized to act on any document believed by them in good faith to be executed by the proper party or parties, and will incur no liability in so acting. Closer and agent are in all respects and for all purposes third party beneficiaries of this contract to the extent that this contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties. ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS www.buckupauctions.com prior to the live auction. Prospective buyer(s) will be solely responsible for reviewing any and all possible updated material. **Buck Up Property Enterprises, LLC. - dba Buck Up Auctions, at (979)421-0325.**

______________________________	____________________________________
Buck Up Auctions/Auctioneer Signature	Seller's Signature(1) ABOVE
Heather Kaspar______________________	____________________________________
Printed name of Auctioneer	Printed name of Seller(1)
______________________________	____________________________________
Date:	Date:
______________________________	____________________________________
______________________________	____________________________________
Listing Agent Signature	Seller's Signature(2) ABOVE
Heather Kaspar______________________	____________________________________
Printed name of Listing Agent	Printed name of Seller(2)
______________________________	____________________________________
Date:	Date:
______________________________	____________________________________

Buyer/Client Representation/Broker Participation Form

I have read and agree to the Terms and Conditions of the auction sale as set forth herein. I have read, understand and agree to all of the terms and conditions in the Real Estate Contract of Purchase and will sign the Real Estate Contract of Purchase without making any changes to the pre-printed text. . I understand that I do NOT have an agency relationship with Buck Up! Enterprises, LLC. - dba Buck Up Auctions, Buck Up Property Consultants LLC./Buck Up Realty, its auctioneers, contractors, employees, brokers, affiliates, or assigns and all parties associated with. I accept full responsibility for due diligence on the real estate on which I am bidding. I understand that all real estate will be sold **"AS IS, WHERE IS. WITH NO GUARANTEES OR WARRANTIES EITHER EXPRESSED OR IMPLIED".** I understand if I am the successful high bidder the sale of the property is not contingent upon obtaining a certificate of occupancy. I understand that, in the event I am the successful high bidder, and if I fail to close per the Real Estate Contract of Purchase, my earnest money deposit and buyers premium deposit will be forfeited. I understand that, in the event I am the successful high bidder in a reserve auction, the seller has two (2) business days to accept or reject the high bid and that my offer is irrevocable during that time period. I understand this agreement will become part of the Real Estate Contract of Purchase if I am the successful high bidder. In the case of conflict between the Real Estate Contract of Purchase and these Terms & Conditions of Auction Sale for Real Estate, that the Real Estate Contract of Purchase shall take precedence.

BY SIGNING BELOW AND BIDDING, YOU HAVE ACCEPTED THESE TERMS AND CONDITIONS OF AUCTION SALE.

Signature(s) of Client/Bidder(s)	Date:
Printed name(s)Client/Bidder(s)	
_____NO, I do not have an agent.	__YES, I am represented by an agent and have a signed form
Signature of Broker Rep/Agent	Date:
Printed Name- Broker Rep/Agent	TREC#
Broker Rep/Agent Email	
Broker Rep/Agent Phone	Office: cell:
Broker Name and #	Name: Broker#
Company Name	
Company Address	
Broker Address	
Name of Auction/Property of Interest Address:	411 E Church St, El Campo, TX 77437, Wharton Co TX