

BANKRUPTCY AUCTION

Bid Deadline: June 5, 2023

Auction Date: June 8, 2023

Stalking Horse Bid: \$9,583,754 (\$1,075/acre)

Minimum Overbid: \$9,885,429 (\$1,109/acres)

Subject to Bankruptcy Court Approval

**BANKRUPTCY AUCTION –
CANADIAN RIVER RANCH**

8,915± Acre Oklahoma Ranch
McIntosh County, Oklahoma



(646) 381-9222

www.Keen-Summit.com



(580) 421-7512

www.LandDoctors.com

The Opportunity

On behalf of Gregory S. Milligan as chapter 11 trustee, Keen-Summit Capital Partners LLC and the Land Doctors, Inc. are pleased to announce the bankruptcy sale of a spectacular assemblage of Oklahoma ranch properties known as the Canadian River Ranch. The process provides a once-in-a-lifetime opportunity to acquire these breathtaking parcels in a transparent and expedited manner.

Just an hour from Tulsa, 90 minutes from OKC and three hours from Dallas, viewing the property is a true expedition as you can spend the entire day riding trails and still never see it all. To put it in a slightly different perspective, at over 17 square miles in size, if you were to look at 1,000 acres per hour, it would still take over 11 hours to try and take it all in. A tour of the ranch gives an insight into what life was like a century or two ago. It makes you check your fuel gauge twice and pack a lunch before heading out. It's one of those rare places where you can look in every direction as far as you can see, and it all belongs to you. Canadian River Ranch hasn't been fully tamed yet, it still has a wild edge to it that makes you feel fully awake and aware of your surroundings.

The next owner will not be the first steward owner attempting to wrangle this land. The Hawkins House stands at the precipice of a tall ridge overlooking the valley below. As you walk out on the top balcony and take in the scene before you, you can imagine the ambition of the family that built this once impressive home out of Oklahoma sandstone in 1934. The next owner will be a person who has overcome many difficult obstacles in life to realize great achievements. The revival and management of this property will add to that legacy and serve as a capstone project leaving a long-lasting mark on this historic property and land.

The Property

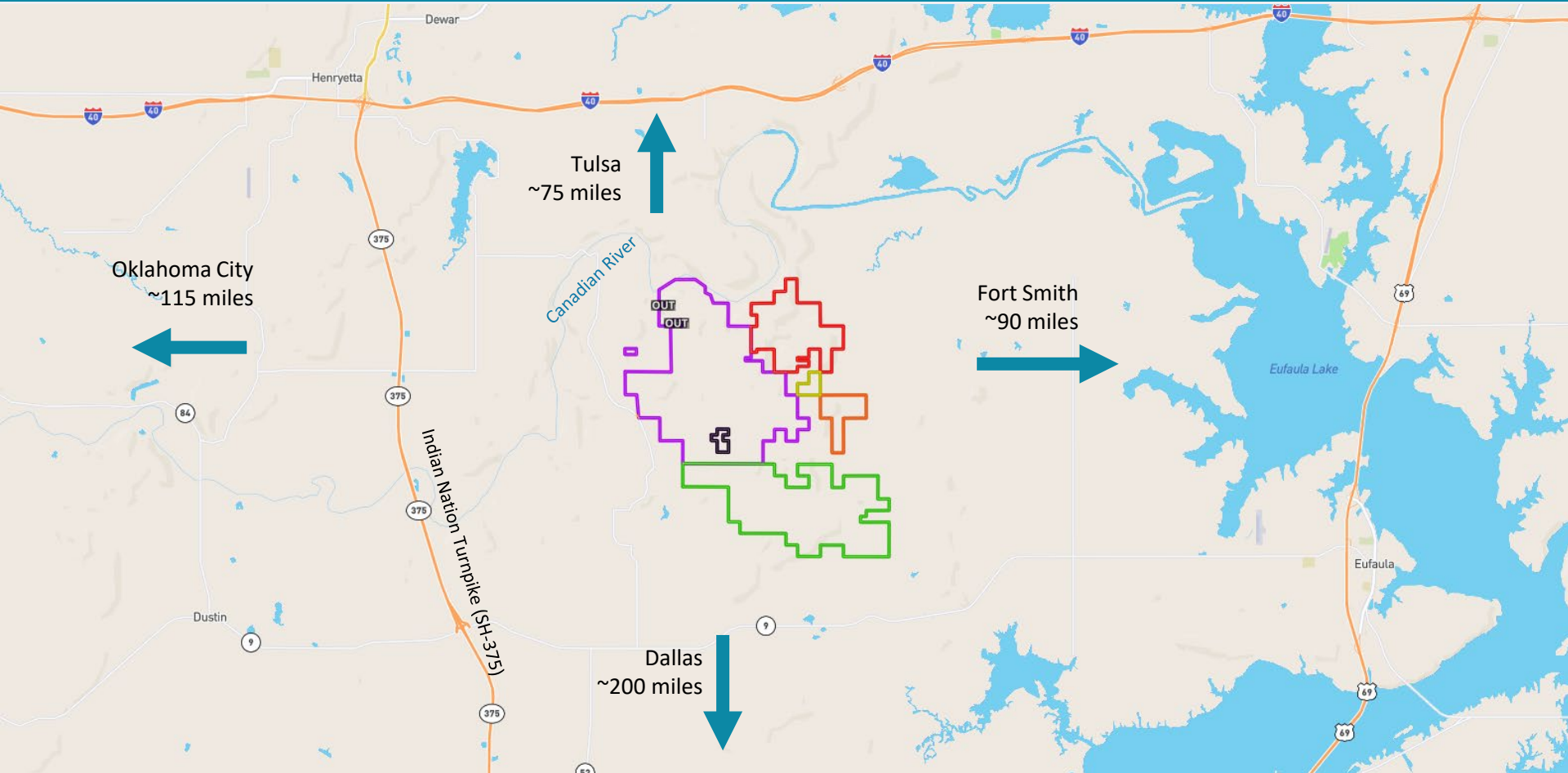
Highlights include:

- 8,915± contiguous acres of land
- Each parcel being offered, excluding the Yellow parcel, has its own rights of Ingress/Egress
- Diverse topography and geography
- Ranching land with rugged landscapes
- Captivating views
- Miles of trails and vast tracts of timbered hills
- Miles of river frontage and creeks – including ~1.5 miles of North Canadian River frontage along the north boundary, just 10 miles upstream of Lake Eufaula
- Numerous ponds situated throughout the property
- Private Registered Runway (FAA ID# OK04) - 3,000' x 40' (914.4 m x 12.2 m)
- 3,200± sq. ft. “Hawkins House” – Built in 1934, renovated in 1990 (needs improvements)

Additional Property Information

- Solar Farm Opportunity - The Trustee has received an expression of interest to lease land for a solar farm. Details are available with an executed non-disclosure agreement if interested.
- Grazing Lease – The subject property was previously leased for grazing at \$10/ac.
- Recreation Lease – The subject property was previously leased for hunting, fishing, camping and general outdoor recreation use at \$10/ac.
- American Indian Lands Tax Credits may be available - click the following link for additional information: [Incentives - Oklahoma Department of Commerce \(okcommerce.gov\)](https://www.okcommerce.gov/incentives)
- Mineral Rights are not included in the current offering but may be available for separate purchase.

Location, Transportation & Access



Airports:

Will Rogers World Airport (Oklahoma City, OK): 112 miles
Tulsa International Airport (Tulsa, OK): 84 miles



Roadway Access:

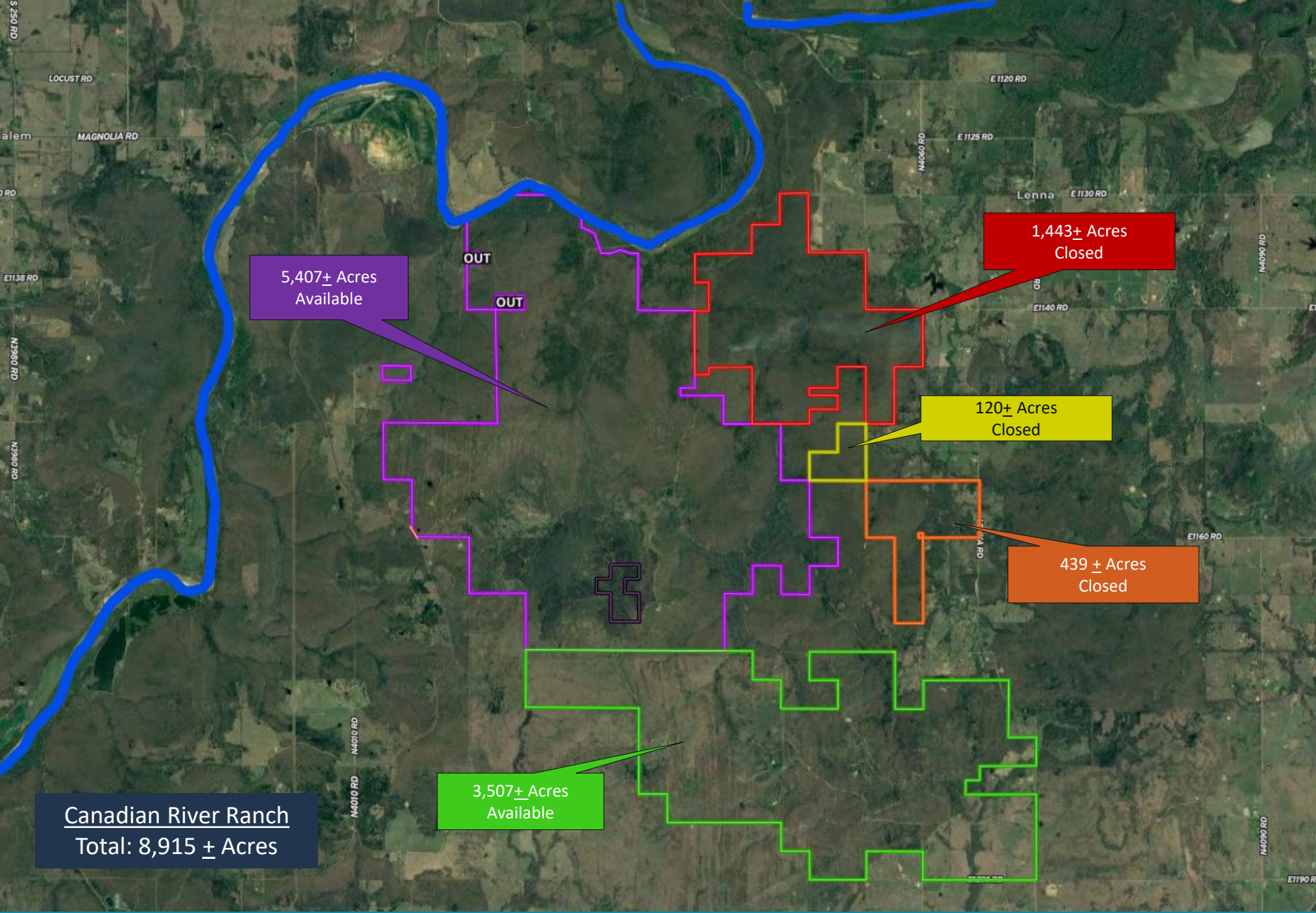
OK-9 Highway: 1.9 miles
Indian Turnpike: 11.5 miles
Interstate 40: 24.2 miles



Distances to Major Cities:

- Tulsa, OK: ~75 miles
- Oklahoma City, OK: ~115 miles
- Fort Smith, AR: ~90 miles
- Dallas: ~200 miles





Canadian River Ranch
Total: 8,915 ± Acres

5,407± Acres Available

3,507± Acres Available

1,443± Acres Closed

120± Acres Closed

439 ± Acres Closed

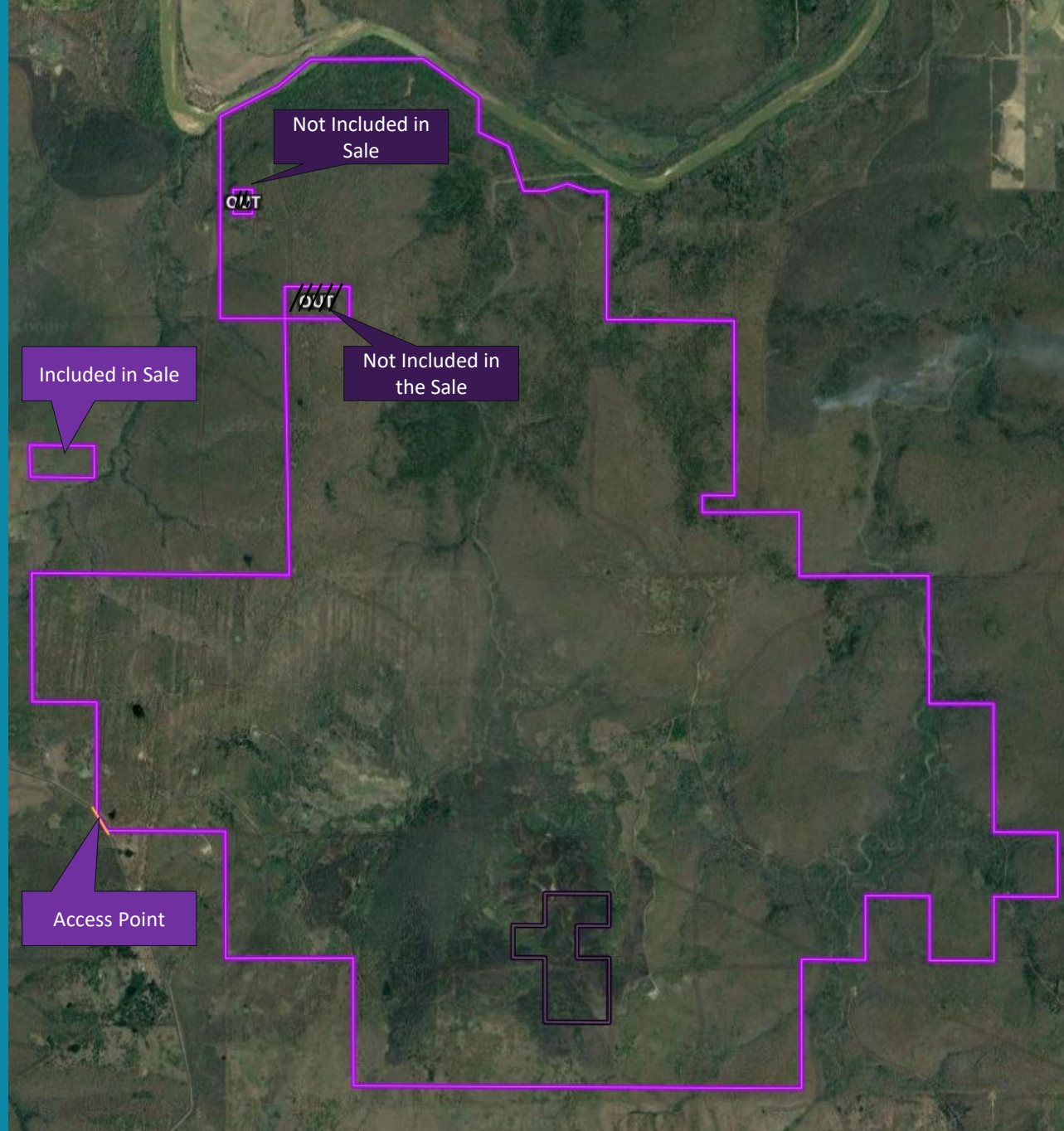
AVAILABLE

Purple Parcel

5,407± Acres

Parcel Attributes Include:

- Heavily wooded ridges on each side of the deep Piney Creek valley
- ~1.5 miles of frontage along the North Canadian River, just 10 miles from Lake Eufaula
- County Road frontage and access
- Series of trails and creeks
- Scattered openings ideal for food plots and wildlife management



To view the above as an interactive map – [Click Here](#)

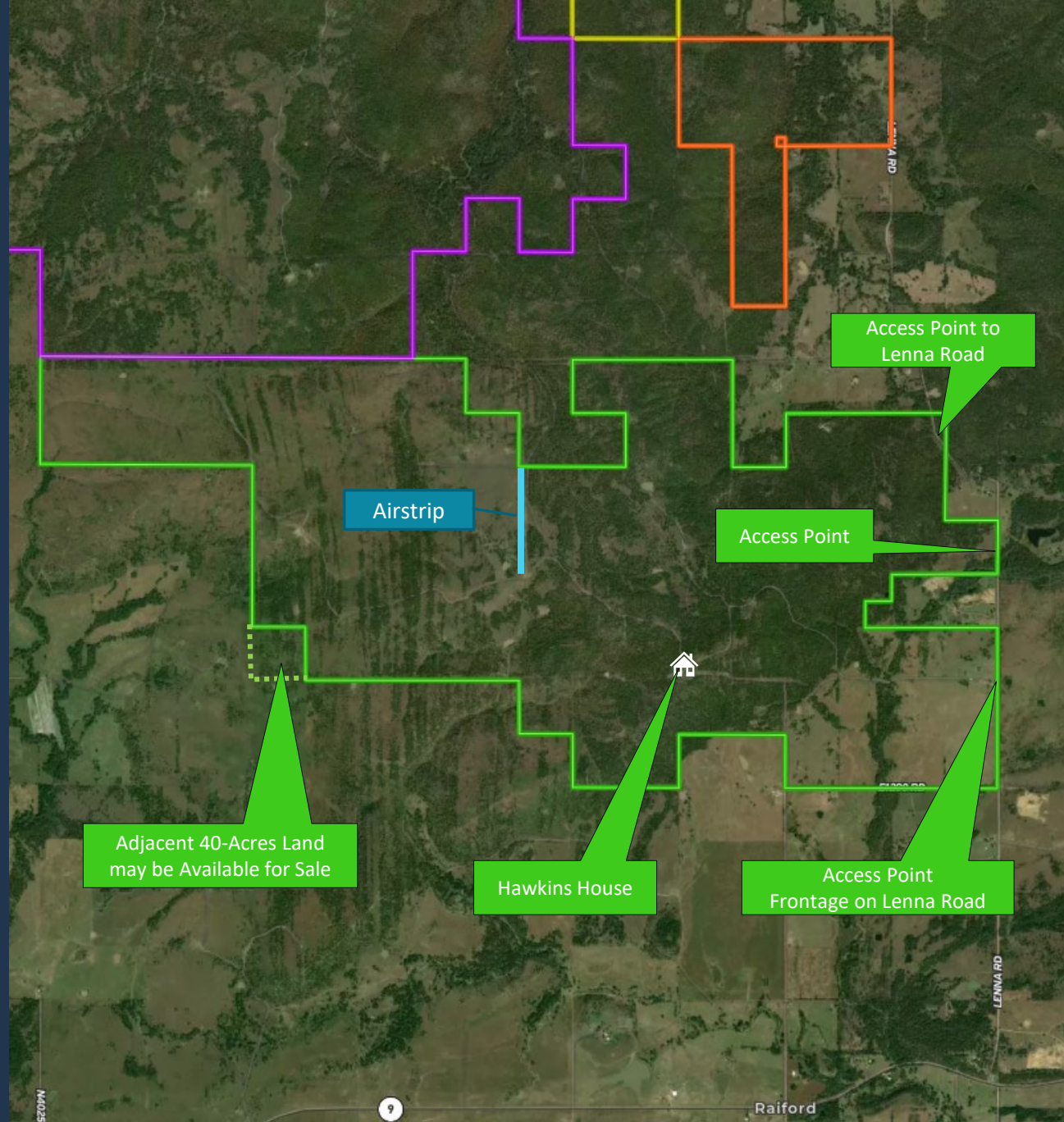
AVAILABLE

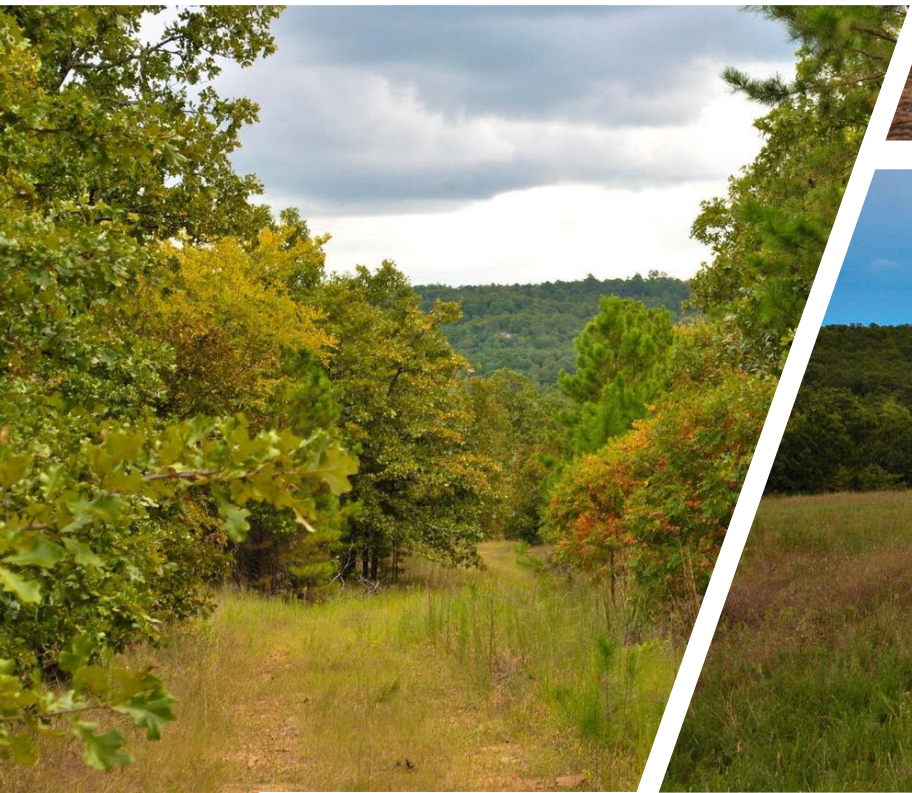
Green Parcel

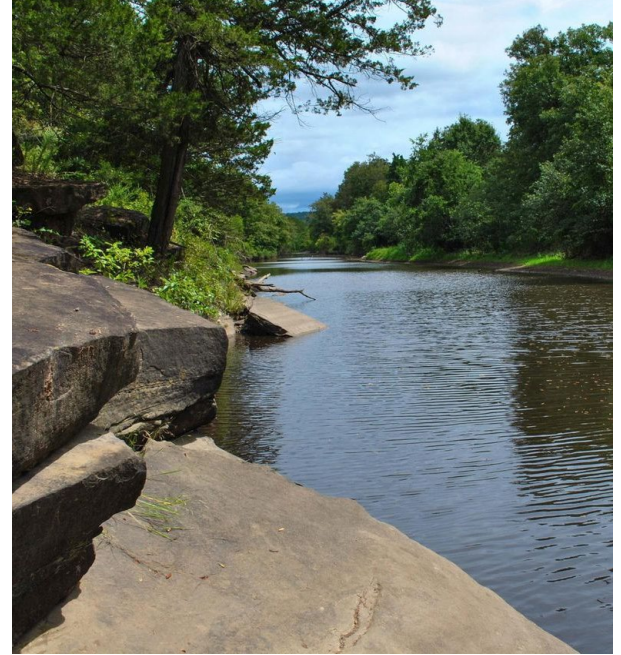
3,507± Acres

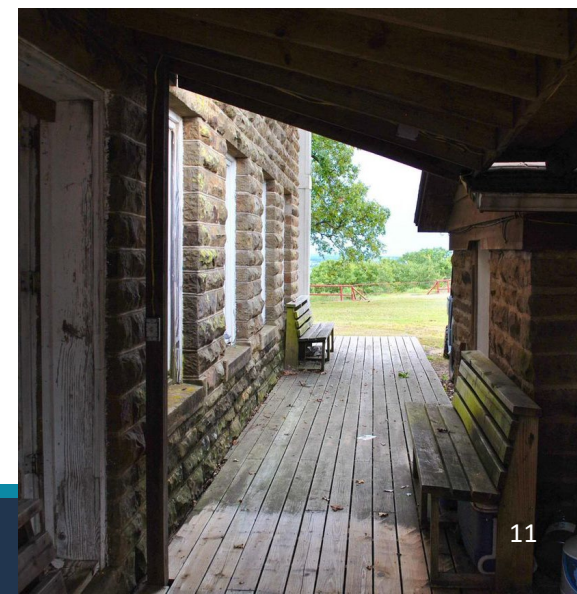
Parcel Attributes Include:

- Productive cattle pastures and hay production
- Hunting
- Inactive rock quarry
- County road frontage and access
- 3,000' long by 40' wide FAA registered runway (FAA OK04)
- 3,200± sq. ft. Hawkins House – Built in 1934, renovated in 1990









Disclaimer

Keen-Summit Capital Partners LLC and Land Doctors, Inc. (jointly “Brokers”) have been engaged by Gregory S. Milligan as Chapter 11 Trustee for Canadian River Ranch, LLC and Daryl Greg Smith, Debtors (“Client”), as exclusive advisors for this offering.

Client is seeking to sell its real estate holdings, which includes extensive improved and unimproved real property assets (which shall hereinafter be referred to, individually and collectively, as the “Property”).

By receiving this Information Memorandum and/or participating in the sales process and/or contacting the Client and/or Brokers, you (“Prospect” or “you”) agree to the following terms and conditions. If you do not agree to these terms and conditions, immediately return this Information Memorandum to Brokers and do not participate in the sales process. Your participation in the sales process shall constitute your express agreement to the following terms and conditions.

In connection with your request for information (“Information”) related to the Property and the sales process and your interest in purchasing all or a portion of the Property (a “Transaction”), the Client hereby agrees to disclose information to Prospect and to engage in conversations and negotiations with you, subject to the understandings, terms and conditions set forth below (the following, the “Agreement”).

1. The Property, in whole or in parts, is being offered AS-IS, WHERE-IS, with ALL FAULTS.
2. The Information has been prepared for informational purposes only and has been prepared from materials supplied by the Client, local municipalities and other sources deemed reliable.
3. Although the Client and Brokers will endeavor for the Information to contain data known to them which they believe to be relevant for the purpose of Prospect’s investigation, Prospect understands and agrees that, except pursuant to the APA to be entered into between the Client and Prospect in connection with a Transaction, none of the Client, Brokers or any of their respective officers, directors, employees, affiliates, agents, advisors or representatives:
 - a. have made or make and expressly disclaim making any written or oral statements, representations, warranties, promises or guarantees, whether express or implied or by operation of law or otherwise, with respect to the Property or with respect to the accuracy, reliability or completeness of the Information, or
 - b. shall have any liability whatsoever to Prospect or any of Prospect’s representatives relating to or resulting from the use of the Information, alleged acts or omissions, or any errors or omissions in the Information.
4. Without limiting the generality of the immediately preceding paragraph, the Information may include certain statements, estimates and projections with respect to the Property. Such statements, estimates and projections reflect various assumptions made by the Client and/or Brokers, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such assumptions, statements, estimates or projections. The only information that will have any legal effect will be specifically represented in the APA.
5. The Information has been prepared to assist Prospects in making their own evaluation of the offering and does not purport to be all-inclusive or to contain all of the information that interested parties may desire. Brokers have not assumed responsibility for independent verification of any of the information contained herein and have not in fact in any way audited such Information. In all cases, interested parties should conduct their own investigation and analysis of the offering, conduct site inspections and scrutinize the Information. Prospects should engage legal counsel, accountants, engineers, surveyors and/or such other professional advisors as Prospects deem appropriate for evaluating the Property.

Disclaimer

6. Prospect agrees that no contract or agreement providing for any Transaction shall be deemed to exist between Prospect and Client unless and until Prospect and the Client execute and deliver a final definitive APA, and Prospect hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any Transaction unless and until Prospect and the Client shall have executed and delivered an APA. Prospect also agrees that unless and until Prospect and the Client shall have executed and delivered an APA, neither Prospect nor the Client will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this document except for the matters specifically agreed to herein. Prospect further acknowledges and agrees that the Client reserves the right, in its sole discretion, to reject any and all proposals made by Prospect or Prospect's representatives with regard to a Transaction, and to terminate discussions and negotiations with Prospect at any time. Prospect further understands that the Client shall be free to establish and change any process or procedure with respect to a Transaction as the Client in its sole discretion shall determine (including, without limitation, negotiating with any other interested party and entering into a final definitive agreement relating to a Transaction with any other party without prior notice to Prospect or any other person).
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles (that might dictate the application of the laws of another jurisdiction). Prospect hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the United States Bankruptcy Court Western District of Texas Waco Division for any lawsuits, claims or other proceedings arising out of or relating to the Property, the sales process, the Information, this Information Memorandum and/or the alleged acts or omissions of Client, Brokers or any of their respective officers, directors, employees, affiliates, agents, advisors or representatives. Prospect hereby further irrevocably and unconditionally waives the right to, and agrees not to plead or claim that any such lawsuit, claim or other proceeding brought, has been brought in an inconvenient forum. Prospect expressly waives all right to trial by jury in any action or proceeding arising out of or relating to the Property, the sales process, the Information, this Information Memorandum, and/or the alleged acts or omissions of Client, Brokers or any of their respective officers, directors, employees, affiliates, agents, advisors or representatives.
8. It is understood that Brokers will arrange for appropriate contacts for due diligence purposes. All:
 - a. communications regarding a possible Transaction,
 - b. requests for additional information,
 - c. requests for inspections,
 - d. discussions regarding making an offer and/or participating in the sales process, and/or
 - e. discussions or questions regarding procedures in connection with any possible Transaction,must be submitted or directed exclusively to Brokers. Neither Prospect nor Prospect's representatives will initiate or cause to be initiated any communication with Daryl Greg Smith, Debtor.
9. Please Note: The entire property is fenced. Portions of it are high fenced. The fencing is not necessarily along the property line. The Client does not have a survey.

Contact Information

All communications, inquiries and requests for information relating to these materials should be addressed to The Land Doctors and/or Keen-Summit Capital Partners LLC.

INSPECTIONS ARE BY APPOINTMENT ONLY

Interested parties must contact Keen or The Land Doctors to schedule access and not visit the premises on their own.

COOPERATING BROKERS

Cooperating Brokers are protected for a one percent (1.0%) commission, subject to Bankruptcy Court approval, if they: (1) are the party that initiates contact with the Trustee, Keen and/or The Land Doctors, (2) accompany the buyer on the first site tour, and (3) their representation of the buyer is confirmed in writing in the buyer's written offer and contract.

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