

OIL, GAS AND MINERAL RIGHTS/INTERESTS ADDENDUM TO AGREEMENT OF SALE OGM

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 120 Highway Street, Yukon, PA 15698
2 **SELLER** Samuel R. Hutchinson
3 **BUYER** _____

4 **1. TITLE**

5 Notwithstanding Paragraph 17 of the Agreement of Sale, Seller will not warrant title to any oil, gas and/or mineral rights/interests
6 regardless of whether they are conveyed, excepted or reserved. Buyer is advised to conduct an investigation as to the history of the
7 ownership rights/interests and status of the oil, gas and/or mineral rights/interests pertaining to the Property.

8 **2. EXCEPTION (IF APPLICABLE)**

9 (A) Buyer is aware that the following oil, gas and/or mineral rights/interests have been previously leased, assigned, sold or
10 otherwise conveyed by Seller or a previous owner of the Property (exceptions) and cannot be transferred to Buyer: _____
11 _____
12 _____
13 _____

14 (B) Buyer acknowledges that Seller may not own 100% of all oil, gas and/or mineral rights/interests to the Property and agrees
15 that, notwithstanding Paragraph 17 of the Agreement of Sale, Buyer will accept only the rights/interests and title that Seller is
16 able to convey, free and clear of all other liens, encumbrances, and easements, subject to the exceptions referenced above.

17 **3. TITLE SEARCH CONTINGENCY**

18 (A) Buyer understands and acknowledges that the warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or
19 mineral rights/interests that have been excepted. Seller will not defend title to these rights/interests and does not covenant that
20 Buyer will have quiet enjoyment of these rights/interests.

21 (B) Buyer may elect, at Buyer's expense, to conduct an investigation of the history of the ownership rights/interests and status of the
22 oil, gas and/or mineral rights/interests to the Property to be performed by a properly licensed or otherwise qualified professional.
23 **WAIVED.** Buyer understands and acknowledges that Seller may not own all oil, gas and/or mineral rights/interests to the
24 Property and that Buyer has the option to make this Agreement contingent on receiving a certain interest in the oil, gas and/or
25 mineral rights/interests. **BUYER WAIVES THIS OPTION** and agrees to the **RELEASE** in Paragraph 28 of the Agreement of
26 Sale.

27 **ELECTED.** Investigation Period: _____ days (60 if not specified) from the Execution Date of the Agreement of Sale.

28 1. **Within the Investigation Period,** Buyer will have completed an investigation of the ownership rights/interests and status
29 of the oil, gas and/or mineral rights/interests to the Property. Buyer will pay for any and all costs associated with the title
30 search.

31 2. If the result of the investigation demonstrates terms that are unsatisfactory to Buyer, Buyer will, **within the stated**
32 **Investigation Period:**

- 33 a. **Accept the Property** and agree to the the **RELEASE** in Paragraph 28 of the Agreement of Sale, OR
- 34 b. **Terminate the Agreement of Sale** by written notice to Seller, with all deposit monies returned to Buyer according to the
35 terms of Paragraph 26 of the Agreement of Sale, OR
- 36 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

37 **If Buyer and Seller do not reach a written agreement before the conclusion of the Investigation Period, and Buyer**
38 **does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the**
39 **Property and agree to the terms of the RELEASE in Paragraph 28 of the Agreement of Sale.**

40 **4. RESERVATION OF RIGHTS/INTERESTS (IF APPLICABLE)**

41 (A) Buyer acknowledges that Seller is reserving and retaining ownership of the following oil, gas and/or mineral rights/interests and
42 royalties and is not transferring them to Buyer. The rights/interests being reserved and retained by Seller include the right to
43 receive royalties regarding the same, unless otherwise stated below. This reservation will be executed in its entirety at settlement.

- 44 Oil _____
- 45 Gas _____
- 46 Minerals _____
- 47 Coal _____
- 48 Other _____

49 (B) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests and royalties that
50 have been reserved. Seller will not defend title to these rights/interests or royalties and does not covenant that Buyer will have
51 quiet enjoyment of these rights/interests.

52 (C) Seller's reservation, if any, does not apply to domestic free gas and surface damage rights/interests, which are set forth below.

53 **Buyer Initials:** _____ / _____

Seller Initials:  / _____



54 (D) If Seller is reserving an interest in any non-excepted oil, gas and/or mineral rights/interests and royalties, within ____ days of
55 the Settlement Date (30 if not specified) Seller will deliver to Buyer the proposed reservation language that will appear in the
56 deed that conveys title to the Property to Buyer for Buyer's review. If this reservation language does not reflect the terms in
57 Paragraph 4(A) above, or if Seller fails to provide the proposed reservation language within the time provided, Seller may be
58 in default of the Agreement of Sale.

59 (E) Within ____ days (15 if not specified) of receiving Seller's proposed reservation language, **or if no reservation language is**
60 **provided within the stated time**, Buyer will notify Seller of Buyer's choice to:

- 61 1. Agree to Seller's proposed reservation language, accept the Property, and agree to the RELEASE in Paragraph 28 of the
62 Agreement of Sale, OR
- 63 2. Terminate the Agreement of Sale by written notice to Seller with all deposit monies returned to Buyer according to the
64 terms of Paragraph 26 of the Agreement of Sale, OR
- 65 3. Enter into a mutually acceptable written agreement with Seller.

66 **If Buyer and Seller do not reach a written agreement during the time stated in this Paragraph, and Buyer fails to respond**
67 **within the time provided for Buyer's response in Paragraph 4(E) above, or fails to terminate the Agreement of Sale by written notice**
68 **to Seller within that time, Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of the Agreement of Sale.

69 (F) If Seller fails to deliver the proposed reservation language as specified in Paragraph 4(D), and Buyer exercises the right to
70 terminate this Agreement as a result, all deposit monies shall be returned to Buyer according to the terms of Paragraph 26 of
71 the Agreement of Sale. Upon termination, Seller will reimburse Buyer for any investigative costs incurred by Buyer to verify
72 the title, status and ownership of the oil, gas and/or mineral rights/interests underlying the Property.

73 **5. DOMESTIC FREE GAS**

74 Seller will convey to Buyer 100% of the domestic free gas rights unless otherwise stated here _____
75 _____

76 **6. SURFACE DAMAGES**

77 In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 4(A), then Seller
78 further agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages,
79 which include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and
80 ii) any and all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline
81 right-of-way agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the lease is
82 attached to this Addendum or will be provided to Buyer within ____ days (10 if not specified).

83 **7. DOCUMENTATION**

84 Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other docu-
85 ments relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.

86 Seller has attached to this Addendum copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements,
87 pipeline easements, and other documents (e.g., royalty agreements) within Seller's possession having to do with prior con-
88 veyances, assignments, or transfers of these rights/interests, as follows: _____
89 _____
90 _____

91
92 ~~8. Seller/Seller's agent Buyer/Buyer's agent will be responsible for promptly notifying any and all lessees in writing of the~~
93 ~~assignment of any oil, gas and/or mineral rights/interests to Buyer. This paragraph will survive settlement.~~

94 **9. ADDITIONAL RESOURCES**

95 For additional information regarding oil, gas and mineral ownership, leasing and transfer in the Commonwealth of Pennsylvania,
96 both parties are encouraged to contact the Pennsylvania Department of Environmental Protection's Bureau of Oil and Gas
97 Management, the Pennsylvania Department of Conservation and Natural Resources, or the Penn State Institute for Natural Gas
98 Research.

99 **Prior to signing this Addendum, both parties are advised to contact legal counsel experienced in oil, gas and/or mineral rights/inter-**
100 **ests if either has any questions about the transfer of these rights. Broker(s) and/or Licensee(s) will not provide legal advice con-**
101 **cerning the ownership status of the oil, gas and/or mineral rights/interests of the Property. Buyer and Seller have been given the**
102 **opportunity to negotiate the terms of this Agreement, including the reservation of oil, gas and/or mineral rights/interests.**

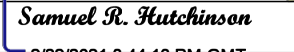
103 **All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.**

104 **BUYER** _____ **DATE** _____

105 **BUYER** _____ **DATE** _____

106 **BUYER** _____ **DATE** _____

107 **SELLER**  **Samuel R. Hutchinson** **DATE** _____

108 **SELLER**  **DATE** _____

109 **SELLER** _____ **DATE** _____



COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT

PROPERTY ADDRESS 120 Highway Street, Yukon, PA 15698
OWNER(S)/SELLER(S) Samuel R. Hutchinson
BUYER(S) _____

This form is not a substitute for the West Penn Multi-List, Inc. (WPML) Seller Disclosure Statement, but rather is a supplement to the disclosure forms required by the Pennsylvania Seller Disclosure Law as may be amended. The WPML is not responsible for the information contained herein. This form is to be completed by Seller and thoroughly reviewed by Buyer, and the bottom of each page should be initialed by both Buyer and Seller following this review. Surface and subsurface rights may be transferred together, but sometimes they are transferred separately. Despite the best intentions of Sellers, property owners are often not aware of the precise extent of the coal, oil, gas and/or mineral interests/rights that they may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the coal, oil, gas and/or mineral interests and/or rights for the Property. This form is not a substitute for any inspections or warranties that Buyer may wish to obtain. Buyer has the right and opportunity to obtain a complete mineral/oil and gas title search to verify the chain of title of the mineral/oil and gas rights for the subject Property. The responses provided below are given to the best of Seller's knowledge and may not reflect all coal, oil, gas and/or mineral interests/rights for the Property. The statements contained herein are not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, their licensees or the WPML. Buyer is advised to conduct a full examination of coal, oil, gas and/or mineral interests/rights for the Property.

1. RESERVATION OF COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS

- (A) Seller is reserving the following coal, oil, gas and/or mineral interests/rights as indicated, and such rights are not being transferred to Buyer:
 - Coal _____
 - Oil _____
 - Gas _____
 - Minerals _____
 - Other _____

This reservation(s) will be executed in its entirety at settlement, unless otherwise indicated.

- (B) Seller's reservation does not apply to domestic free gas and surface damage interests/rights, as described herein.
- (C) Any warranty of title identified in the Agreement of Sale does not pertain to the coal, oil, gas and/or mineral interests/rights that are reserved by Seller. Seller will not defend title to these interests/rights and does not covenant that Buyer will have quiet enjoyment of these interests/rights.

2. COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS EXCEPTED

- (A) Seller is aware that the following coal, oil, gas and/or mineral interests/rights have been previously leased, sold or otherwise conveyed by Seller or a previous owner of the property (exceptions) as indicated and is not transferring them to Buyer:
 - Coal _____
 - Oil _____
 - Gas _____
 - Minerals _____
 - Other _____
- (B) Buyer acknowledges that Seller's failure to disclose or identify an exception does not establish Buyer is entitled to such interests/rights. Buyer further acknowledges his/her right to obtain a title search and/or to conduct a complete examination of all coal, oil, gas and/or mineral interests/rights for the Property.
- (C) Buyer acknowledges the warrant of title in the Agreement of Sale does not pertain to the coal, oil, gas and/or mineral interests/rights that have been excepted. Seller will not defend title to these interests/rights and does not covenant that Buyer will have quiet enjoyment of these interests/rights.

3. SURFACE DAMAGES

The parties acknowledge certain rights exist regarding surface damage as described herein. In the event Seller is reserving and retaining coal, oil, gas and/or mineral interests/rights as set forth in Paragraph 1(A) above, then Seller further agrees to convey, assign and/or transfer to Buyer: (i) the exclusive right to receive compensation for any and all damages, which include, but are not limited to, pipeline rights of way, well-pad sites, compressor sites, and standing marketable timber, and (ii) any and all surface consent or surface remediation rights set forth in the applicable coal, oil, gas and/or mineral rights lease, pipeline right-of-way agreement or other surface use agreement pertaining to the Property. Seller hereby agrees to provide a complete copy of the applicable lease upon written receipt of such a demand. A copy of the applicable language of the lease is attached to this Disclosure or will be provided to Buyer within _____ days (10, if not specified).

Seller Initials:  / _____

Buyer Initials: _____ / _____

**COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT
(continued)**

4. DOMESTIC FREE GAS

- (A) Domestic Free Gas is commonly referred to as a byproduct of the drilling process which can be supplied to a residential structure located on the property where drilling takes place to be used for heating the structure.
- (B) Seller will convey to Buyer 100% of the Domestic Free Gas interests/rights unless otherwise stated herein. Any such restrictions are explained as follows: _____

5. ASSIGNMENT OF LEASES

Seller is aware that the following leases of coal, oil, gas and/or mineral interests/rights have been assigned from the original lessee to another entity:



- Coal _____
- Oil _____
- Gas _____
- Minerals _____
- Other _____

6. SUPPORTING DOCUMENTATION

- To the best of Seller's knowledge, information and belief, Seller does not have supporting documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other documents relating to prior conveyances, assignments or transfers of the coal, oil, gas and/or mineral interests/rights to the Property.
- If Seller has indicated they do not have supporting documentation, but believe such documents may exist and are aware of the location of same, they should disclose any knowledge of the location of such documents by providing information as to where they believe such documents are located, with designation of the address and contact information, including name, address, phone number and e-mail of the custodian:

- Seller has attached to this Disclosure Statement copies of all written coal, oil, gas and/or mineral rights leases, addenda, surface use agreements, pipeline easements and other documents (i.e. royalty agreements) within Seller's possession having to do with prior conveyances, assignments or transfers of these interests/rights, as follows: _____

7. ADDITIONAL INFORMATION RELATIVE TO THE SUBJECT INTERESTS/RIGHTS

SELLER Samuel R. Hutchinson 02/22/2021 DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER(S)

The undersigned Buyer(s) acknowledge receipt of this Disclosure and that the representations herein have been made solely by the Seller(s). Buyer(s) further acknowledge the right to request further verification and/or to obtain a detailed title search relative to any of the subject interests/rights. Buyer(s) acknowledge that this Statement is not a warranty and that Buyer is purchasing the Property with only the coal, oil, gas and/or mineral interests/rights that Seller is able and willing to convey. It is Buyer's responsibility to satisfy himself/herself as to the ownership status of the coal, oil, gas and/or mineral interests/rights to the Property. Buyer(s) may investigate the ownership status of the coal, oil, gas and/or mineral interests/rights, at Buyer's expense and by qualified professionals. Buyer(s) may also obtain a title search which specifically includes the chain of title of the mineral/oil and gas rights.

BUYER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____