

**OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS ADDENDUM
TO STANDARD EXCLUSIVE LISTING CONTRACT**

This form is restricted to use by Subscribers of the West Penn Multi-List, Inc. (WPML). This form is to be used as an addendum to and is not a substitute for the WPML Standard Exclusive Listing Contract.

PROPERTY ADDRESS 3 WEST CHURCH STREET FAIRCHANCE PA 15436
BROKER (Company) CONN REALTY INC.
OWNER/SELLER (Name and address) LOUIS + DARLENE B. AGOSTINI

The Owner/Seller is responsible for the completion of the information set forth below relative to Seller's knowledge and/or intentions about the oil, gas and/or mineral interests/rights for the Property. As with the Standard Exclusive Listing Contract, if Owner/Seller has legal questions relative to the questions below, they should consult the attorney of their choice.

1. MINERAL INTERESTS/RIGHTS

(A) Mineral interests/rights EXCEPTED

- (1) To your knowledge, have any mineral interests/rights been previously leased, assigned, sold or otherwise conveyed by yourself or a previous Owner of the Property? Yes No
- (2) To your knowledge, have any transferred mineral rights/interests been assigned to another entity? Yes No
- (3) Please explain any "yes" answers and include detailed information, including contact information related to the above: _____

(B) Mineral interests/rights RESERVED

- (1) Are you reserving any mineral interests/rights, if owned? Yes No Negotiable
- (2) If "yes" or "negotiable," please explain, including the percentage of non-excepted mineral interests/rights you are reserving for yourself and/or if these terms are negotiable: _____

(C) Mineral interests/rights ROYALTIES

- (1) Are you reserving any royalties earned from mineral interests/rights for the Property, if any? Yes No
- (2) If "yes," please explain, including the percentage of royalties earned from mineral interests/rights for the Property which you are reserving for yourself: _____

2. OIL INTERESTS/RIGHTS

(A) Oil interests/rights EXCEPTED

- (1) To your knowledge, have any oil interests/rights been previously leased, assigned, sold or otherwise conveyed by yourself or a previous Owner of the Property? Yes No
- (2) To your knowledge, have any transferred oil rights/interests been assigned to another entity? Yes No
- (3) Please explain any "yes" answers and include detailed information, including contact information related to the above: _____

(B) Oil interests/rights RESERVED

- (1) Are you reserving any oil interests/rights, if owned? Yes No Negotiable
- (2) If "yes" or "negotiable," please explain, including the percentage of non-excepted oil interests/rights you are reserving for yourself and/or if these terms are negotiable: _____

(C) Oil interests/rights ROYALTIES

- (1) Are you reserving any royalties earned from oil interests/rights for the Property, if any? Yes No
- (2) If "yes," please explain, including the percentage of royalties earned from oil interests/rights for the Property which you are reserving for yourself: _____

3. GAS INTERESTS/RIGHTS

(A) Gas interests/rights EXCEPTED

- (1) To your knowledge, have any gas interests/rights been previously leased, assigned, sold or otherwise conveyed by yourself or a previous Owner of the Property? Yes No
- (2) To your knowledge, have any transferred gas rights/interests been assigned to another entity? Yes No
- (3) Please explain any "yes" answers and include detailed information, including contact information related to the above: _____

Seller Initials: LA, DA

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(B) Gas interests/rights RESERVED

- (1) Are you reserving any gas interests/rights, if owned? ____ Yes No ____ Negotiable
(2) If "yes" or "negotiable," please explain, including the percentage of non-excepted mineral interests/rights you are reserving for yourself and/or if these terms are negotiable: _____

(C) Gas interests/rights ROYALTIES

- (1) Are you reserving any royalties earned from gas interests/rights for the Property, if any? ____ Yes No
(2) If "yes," please explain, including the percentage of royalties earned from gas interests/rights for the Property which you are reserving for yourself: _____

4. OTHER INTERESTS/RIGHTS

(A) Other interests/rights EXCEPTED

- (1) To your knowledge, have any other interests/rights been previously leased, assigned, sold or otherwise conveyed by yourself or a previous Owner of the Property? ____ Yes No
(2) To your knowledge, have any transferred rights/interests been assigned to another entity? ____ Yes ____ No
(3) Please explain any "yes" answers and include detailed information, including contact information related to the above: _____

(B) Other interests/rights RESERVED

- (1) Are you reserving any other interests/rights, if owned? ____ Yes No ____ Negotiable
(2) If "yes" or "negotiable," please explain, including the percentage of other non-excepted mineral interests/rights for the Property which you are reserving for yourself and/or if these terms are negotiable: _____

(C) Other interests/rights ROYALTIES

- (1) Are you reserving any royalties earned from other interests/rights for the Property, if any? ____ Yes No
(2) If "yes," please explain, including the percentage of royalties earned from other interests/rights for the Property which you are reserving for yourself: _____

5. LEASES AND ASSIGNMENTS

- (A) Do you have a copy of the current lease(s) and/or assignment(s) for any oil, gas and/or mineral interests/rights to the Property? ____ Yes No If "yes," please attach a copy of the current lease(s) and/or assignment(s) and/or addenda. If "no," do you have knowledge of where such document(s) are located? ____ Yes ____ No If "yes," please provide that information, including contact name, address, phone and e-mail: _____

(B) Name of Lessee(s) _____

Execution Date: _____ Term _____ Auto-renewing? ____ Yes ____ No

Counsel for Lessee: _____

Contact Information (including address/phone and e-mail): _____

Counsel for Lessor: _____

Contact Information (including address/phone and e-mail): _____

(C) Name of Assignee(s) _____

Execution Date: _____ Term _____ Auto-renewing? ____ Yes ____ No

Counsel for Assignee: _____

Contact Information (including address/phone and e-mail): _____

Counsel for Assignor: _____

Contact Information (including address/phone and e-mail): _____

Seller Initials:

da , *ABA*

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(D) Surface Damages

- (1) Are you entitled to or do you receive surface damages, including pipeline rights of way, well-pad sites, compressor sites and standing marketable timber, according to the terms of the current lease? Yes No
- (2) If known, what limitations are contained in the lease? _____
- (3) If applicable, is the right to claim surface damage and/or remediation rights transferrable to a buyer? Yes No
- (4) Seller understands that the exclusive right to receive surface damages will be assigned to the Buyer of the Property, unless otherwise stated, as follows: _____

(E) Domestic Free Gas

- (1) 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 a structure.
- (2) Are you entitled to or do you receive Domestic Free Gas according to the terms of the current lease? Yes No
- (3) If known, what terms, conditions and/or limitations are contained in the lease? _____
- (4) Seller understands that the right to receive Domestic Free Gas will be assigned to the Buyer of the Property unless otherwise stated: _____

6. EASEMENTS AND LEGAL ISSUES

- (A) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements or other matters, whether recorded or unrecorded, which affect the title of the Property? Yes No
- (B) Are you aware of any existing or threatened action, suit or government proceeding relating to the oil, gas, mineral and/or other interests/rights to the Property? Yes No
- (C) Are you aware of any insurance claims filed or threatened to be filed relating to the oil, gas, mineral and/or other interests/rights to the Property? Yes No
- (D) Are you aware of any apportionment or allocation of issues affecting the Property? Yes No
- (E) Are you aware of a separate Tax Identification Number for any oil, gas, mineral and/or other rights/interests to the Property? Yes No

Explain any "yes" answers you give in this section. (Attach an additional sheet, if necessary.): _____

7. WARRANTIES

- (A) Any warranty of title identified in the Agreement of Sale is not to be presumed to pertain to any oil, gas and/or mineral interests/rights that will be conveyed, excepted or reserved. Seller is not required to defend title to these interests/rights and will not be required to covenant that the Buyer will have the quiet use and enjoyment of these interests/rights.
- (B) Unless otherwise stated, the Agreement of Sale presumes that the Property will be transferred with a Special Warranty Deed.

8. VALUATION

- (A) Seller understands that neither Broker, nor any Licensee acting on Broker's behalf, is an expert in establishing a value for the subsurface rights to the Property and that the value of oil, gas and/or minerals can fluctuate. Seller may, at Seller's expense, hire an expert to appraise the subsurface rights to the Property.
- (B) Seller and Broker have agreed on a listing price, which takes into consideration the Property, the package of subsurface rights being conveyed, if any, and Broker's compensation. If, after the parties have signed this Agreement, Seller decides to decrease the amount of subsurface rights being conveyed, Broker may terminate or renegotiate the Listing Agreement.
- (C) Seller understands that electing to retain some of the oil, gas and/or mineral interests/rights may affect the marketability of the Property.
- (D) Seller understands that a title search which identifies oil, gas, mineral or other interests/rights may be available and Seller has a right to obtain such a title search.

9. ADDITIONAL INFORMATION RELATIVE TO THE SUBJECT INTERESTS/RIGHTS

Seller Initials: La, DBA

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The undersigned Seller hereby authorizes Broker, or licensee acting on Broker's behalf, to obtain from the lessee(s) named herein a copy of all current leases, with all amendments and attachments thereto, for oil, gas, mineral and/or other interests/rights pertaining to the Property indicated above. This authorization shall remain in effect from the date of my signature until the expiration of the attached employment contract with Broker. Seller may revoke this authorization at any time by providing notice, in writing, to the Broker and/or lessee(s).

SELLER Louis Agostini DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

THE UNDERSIGNED SELLER REPRESENTS THAT THE INFORMATION SET FORTH IN THIS DOCUMENT IS ACCURATE AND COMPLETE TO THE BEST OF SELLER'S KNOWLEDGE, INFORMATION AND BELIEF. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT AND THE WPML IS NOT RESPONSIBLE FOR THIS INFORMATION. SELLER HEREBY AGREES TO REFRAIN FROM ENTERING INTO NEGOTIATIONS FOR LEASES OR EASEMENTS WHICH MAY ENCUMBER THE PROPERTY AND WILL NOTIFY BROKER, IN WRITING, IF ANY INFORMATION SUPPLIED ON THIS FORM IS FOUND TO BE INACCURATE FOLLOWING COMPLETION OF THIS FORM.

IF SELLER HAS ANY QUESTIONS ABOUT THE CONTENT OF THIS FORM, SELLER IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING.

SELLER Louis Agostini DATE 07/18/23

SELLER Robert Agostini DATE 07/18/23

SELLER _____ DATE _____