

COMMERCIAL PROPERTY INFORMATION SHEET

CPI

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

1 **PROPERTY** 6235 Route 88, Finleyville, PA 15332
 2
 3 **OWNER** Richard Troy Vignoli

4 Owner is providing information to help Broker market the Property. This Statement is not a substitute for any inspections or warranties
 5 that a buyer may wish to obtain. This Statement is not a warranty of any kind by Owner or a warranty or representation by any listing
 6 real estate broker (Agent for Owner), any real estate broker, or their agents.

7 **Property Type:** ☐ Office ☐ Retail ☐ Industrial ☐ Multi-family ☒ Land ☐ Institutional
 8 ☐ Hospitality ☐ Other: _____

9 1. **OWNER'S EXPERTISE** Owner does not possess expertise in contracting, engineering, environmental assessment, architecture, or
 10 other areas related to the construction and conditions of the Property and its improvements, except as follows: _____

11 2. **OCCUPANCY** Do you, Owner, currently occupy the Property? ☐ Yes ☒ No
 12 If no, when did you last occupy the Property? April, 2024

13 3. **DESCRIPTION**
 14 (A) Land Area: 2.74 acres
 15 (B) Dimensions: _____
 16 (C) Shape: _____
 17 (D) Building Square Footage: 26x28 garage

18 4. **PHYSICAL CONDITION**
 19 (A) Age of Property: _____ Additions: _____
 20 (B) Roof
 21 1. Age of roof(s): 15 years ☐ Unknown
 22 2. Type of roof(s): steel
 23 3. Has the roof been replaced or repaired during your ownership? ☐ Yes ☒ No
 24 4. Has the roof ever leaked during your ownership? ☐ Yes ☒ No
 25 5. Do you know of any problems with the roof, gutters, or downspouts? ☐ Yes ☒ No
 26 Explain any yes answers you give in this section: _____
 27
 28
 29

30 (C) **Structural Items, Basements and Crawl Spaces**
 31 1. Are you aware of any water leakage, accumulation, or dampness in the building or other structures? ☐ Yes ☒ No
 32 2. Does the Property have a sump pump? ☐ Yes ☒ No
 33 3. Do you know of any repairs or other attempts to control any water or dampness problem in the building or other structures?
 34 ☐ Yes ☒ No
 35 4. Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, floors, or
 36 other structural components? ☐ Yes ☒ No
 37 Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the
 38 date and person by whom any repairs were done, if known: _____
 39
 40

41 (D) **Mechanical Systems**
 42 1. Type of heating: ☐ Forced Air ☐ Hot Water ☐ Steam ☐ Radiant
 43 ☐ Other: _____
 44 2. Type of heating fuel: ☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Propane (on-site) ☐ Central Plant
 45 ☐ Other types of heating systems or combinations: _____
 46 3. Are there any chimneys? ☐ Yes ☐ No If yes, how many? _____
 47 Are they working? ☐ Yes ☐ No When were they last cleaned? _____
 48 4. List any buildings (or are as in any buildings) that are not heated: _____
 49
 50 5. Type of water heater: ☒ Electric ☐ Gas ☐ Oil Capacity: _____
 51 ☐ Other: _____

52 **Buyer Initials:** _____

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Owner Initials: RTV



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6. Type of plumbing: ☒ Copper ☐ Galvanized ☐ Lead ☐ PVC ☐ Unknown
☐ Other: _____
7. Are you aware of any problems with plumbing or heating systems or fixtures on the Property? ☐ Yes ☒ No
 If yes, explain: _____
8. Type of air conditioning: ☐ Central Electric ☐ Central Gas ☐ Wall ☐ None Capacity: no a/c
 List any buildings (or areas of any buildings) that are not air conditioned: _____
9. Type of electric service: _____ AMP ☒ 220 Volt ☐ 3-phase ☐ 1-phase ☐ KVA: _____
☐ Other: _____
 Transformers: _____ Type: _____
 Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☒ No
 If yes, explain: _____
10. Are you aware of any problems with any item in this section that has not already been disclosed? ☐ Yes ☒ No
 If yes, explain: _____

(E) Site Improvements

1. Are you aware of any problems with storm-water drainage? ☐ Yes ☒ No
2. Are you aware of any past or present problems with driveways, parking areas, sidewalks, curbs, other paved surfaces, or retaining walls on the Property? ☐ Yes ☒ No
3. Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the date and person by whom any repairs were done, if known: _____

(F) Other Equipment

1. Exterior Signs: ☐ Yes ☒ No How many? _____ Number Illuminated: _____
2. Elevators: ☐ Yes ☒ No How many? _____ ☐ Cable ☐ Hydraulic rail
 Working order? ☐ Yes ☐ No Certified through (date) _____
 Date last serviced _____
3. Skylights: ☐ Yes ☒ No How many? _____
4. Overhead Doors: ☒ Yes ☐ No How many? 2 Size: _____
5. Loading Docks: ☐ Yes ☐ No How many? _____ Levelers: ☐ Yes ☐ No
6. At grade doors: ☒ Yes ☐ No How many? _____
7. Are you aware of any problems with the equipment listed in this section? ☐ Yes ☒ No
 If yes, explain: _____

(G) Fire Damage

1. To your knowledge, was there ever a fire on the Property? ☐ Yes ☒ No
2. Are you aware of any unrepaired fire damage to the Property and any structures on it? ☐ Yes ☒ No
 If yes, explain location and extent of damage: _____

(H) Are you aware of any problems with water and sewer lines servicing the Property? ☐ Yes ☒ No

If yes, explain: _____

(I) Alarm/Safety Systems

1. Fire: ☐ Yes ☒ No In working order? ☐ Yes ☐ No
 If yes, connected to: Fire Department ☐ Yes ☐ No Monitoring Service: ☐ Yes ☐ No
2. Fire extinguishers: ☐ Yes ☒ No
3. Smoke: ☐ Yes ☒ No In working order? ☐ Yes ☐ No
4. Sprinkler: ☐ Yes ☒ No Inspected/certified? ☐ Yes ☐ No
☐ Wet ☐ Dry Flow rate: _____
5. Security: ☐ Yes ☒ No In working order? ☐ Yes ☐ No
 If yes, connected to: Police Department ☐ Yes ☐ No Monitoring Service ☐ Yes ☐ No
6. Are there any areas of the Property that are not serviced by the systems in this section? ☐ Yes ☐ No
 If yes, explain: _____

Buyer Initials: _____

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Owner Initials: _____

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5. ENVIRONMENTAL

(A) Soil Conditions

1. Are you aware of any fill or expansive soil on the Property? ☒ Yes ☐ No
If yes, were soil compaction tests done? ☐ Yes ☒ No If yes, by whom? _____
2. Are you aware of any sliding, settling, earthmovement, upheaval, subsidence, or earth stability problems that have occurred on or affect the Property? ☐ Yes ☒ No
3. Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect the Property? ☐ Yes ☒ No

Explain any yes answers you give in this section: _____

(B) Hazardous Substances

1. Are you aware of the presence of any of the following on the Property?

Asbestos material: ☐ Yes ☒ No

Formaldehyde gas and/or ureaformaldehyde foam insulation (UFFI): ☐ Yes ☒ No

Discoloring of soil or vegetation: ☐ Yes ☒ No

Oil sheen in wet areas: ☐ Yes ☒ No

Contamination of well or other water supply: ☐ Yes ☒ No

Proximity to current or former waste disposal sites: ☐ Yes ☒ No

Proximity to current or former commercial or industrial facilities: ☐ Yes ☒ No

Proximity to current, proposed, or former mines or gravel pits: ☐ Yes ☒ No

Radon levels above 4 pico curies per liter: ☐ Yes ☒ No

Use of lead-based paint: ☐ Yes ☒ No

Note: If Property contains a residence with one to four dwelling units, and the structure was constructed, or construction began, before 1978, you must disclose any knowledge of lead-based paint and any reports and/or records of lead-based paint on the Property.

Are you aware of any lead-based paint or lead-based paint hazards on the Property? ☐ Yes ☒ No

If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____

Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? ☐ Yes ☒ No
If yes, list all available reports and records: _____

2. To your knowledge, has the Property been tested for any hazardous substances? ☐ Yes ☒ No
3. Are you aware of any storage tanks on the Property? ☐ Yes ☒ No ☐ Aboveground ☐ Underground
Total number of storage tanks on the Property: 0 Aboveground Underground
Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? ☐ Yes ☐ No
If no, identify any unregistered storage tanks: _____
Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? ☐ Yes ☒ No
Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storage tank? ☐ Yes ☒ No
Do methods and procedures exist for the operation of tanks and for the operator's/owner's maintenance of a leak detection system, an inventory control system, and a tank testing system? ☐ Yes ☒ No Explain: _____

Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Property? ☐ Yes ☒ No
If yes, have you reported the release to and corrective action to any governmental agency? ☐ Yes ☐ No
Explain: _____

4. Do you know of any other environmental concerns that may have an impact on the Property? ☐ Yes ☒ No
Explain any yes answers you give in this section: _____

Buyer Initials: _____

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Owner Initials: _____



(C) Wood Infestation

1. Are you aware of any termites/wood-destroying insects, dry rot, or pests affecting the Property? ☐ Yes ☒ No
2. Are you aware of any damage to the Property caused by termites/wood-destroying insects, dryrot, or pests? ☐ Yes ☒ No
3. Is the Property currently under contract by a licensed pest control company? ☐ Yes ☒ No
4. Are you aware of any termite/pest control reports or treatments for the Property in the last five years? ☐ Yes ☒ No

Explain any yes answers you give in this section: _____

(D) Natural Hazards/Wetlands

1. To your knowledge, is this Property, or part of it, located in a flood zone or wetlands area? ☐ Yes ☒ No
 2. Do you know of any past or present drainage or flooding problems affecting the Property? ☐ Yes ☒ No
 3. To your knowledge, is this Property, or part of it, located in an earthquake or other natural hazard zone? ☐ Yes ☒ No
- Explain any yes answers you give in this section: _____

6. UTILITIES

(A) Water

1. What is the source of your drinking water? ☒ Public ☐ Community System ☐ Well on Property
☐ Other: _____
2. If the Property's source of water is not public:
When was the water last tested? _____
What was the result of the test? _____
Is the pumping system in working order? ☒ Yes ☐ No
If no, explain: _____
3. Is there a softener, filter, or other purification system? ☐ Yes ☒ No
If yes, is the system: ☐ Leased ☐ Owned
4. Are you aware of any problems related to the water service? ☐ Yes ☒ No
If yes, explain: _____

(B) Sewer/Septic

1. What is the type of sewage system? ☒ Public Sewer ☐ Community Sewer ☐ On-site (or Individual) sewage system
If on-site, what type? ☐ Cesspool ☐ Drainfield ☐ Unknown
☐ Other (specify): _____
2. Is there a septic tank on the Property? ☐ Yes ☒ No ☐ Unknown
If yes, what is the type of tank? ☐ Metal/steel ☐ Cement/concrete ☐ Fiberglass ☐ Unknown
☐ Other (specify): _____
3. When was the on-site sewage disposal system last serviced? _____
4. Is there a sewage pump? ☐ Yes ☒ No
If yes, is it in working order? ☐ Yes ☐ No
5. Are you aware of any problems related to the sewage system? ☐ Yes ☒ No
If yes, explain: _____

(C) Other Utilities

The Property is serviced by the following: ☐ Natural Gas ☐ Electricity ☐ Telephone
☒ Other: _____

7. TELECOMMUNICATIONS

- (A) Is a telephone system included with the sale of the Property? ☐ Yes ☒ No
If yes, type: _____
- (B) Are ISDN lines included with the sale of the Property? ☐ Yes ☐ No
- (C) Is the Property equipped with satellite dishes? ☐ Yes ☒ No
If yes, how many? _____
Location: _____
- (D) Is the Property equipped forcable TV? ☐ Yes ☒ No
If yes, number of hook-ups: _____
Location: _____
- (E) Are there fiber optics available to the Property? ☐ Yes ☐ No Is the building wired for fiber optics? ☐ Yes ☒ No
Does the Property have T1 or other capability? ☐ Yes ☐ No

Buyer Initials: _____

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Owner Initials: _____

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8. GOVERNMENTAL ISSUES/ZONING/USE/CODES

(A) Compliance, Building Codes & OSHA

1. Do you know of any violations of federal (including ADA), state, or local laws or regulations relating to this Property? ☐ Yes ☒ No
 2. Do you know of any violations of building codes or municipal ordinances concerning this Property? ☐ Yes ☒ No
 3. Do you know of any health, fire, or safety violations concerning this Property? ☐ Yes ☒ No
 4. Do you know of any OSHA violations concerning this Property? ☐ Yes ☒ No
 5. Do you know of any improvements to the Property that were done without building or other required permits? ☐ Yes ☐ No
- Explain any yes answers you give in this section: _____

(B) Condemnation or Street Widening

1. To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thoroughfare, rail, or utility construction, a redevelopment project, street widening or lighting, or other similar public projects? ☐ Yes ☒ No
- If yes, explain: _____

(C) Zoning

1. The Property is currently zoned **C3 industrial** by the (county, ZIP) **Washington 15332**
 2. Current use is: ☐ conforming ☐ non-conforming ☐ permitted by variance ☐ permitted by special exception
 3. Do you know of any pending or proposed changes in zoning? ☐ Yes ☐ No
- If yes, explain: _____

- (D) Is there an occupancy permit for the Property? ☒ Yes ☐ No
- (E) Is there a Labor and Industry Certificate for the Property? ☐ Yes ☒ No

If yes, Certificate Number is: _____

- (F) Is the Property a designated historic or archeological site? ☐ Yes ☒ No
- If yes, explain: _____

9. LEGAL/TITLE ISSUES

- (A) Are you aware of any encroachments or boundary line disputes regarding the Property? ☐ Yes ☒ No
- (B) Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters which affect the title of the Property? ☐ Yes ☒ No
- (C) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official records of the county recorder where the Property is located? ☐ Yes ☐ No
- (D) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain unpaid? ☐ Yes ☒ No
- (E) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? ☐ Yes ☒ No
- (F) Are you aware of any reason, including a defect in title, that would prevent you from conveying title to the Property? ☐ Yes ☒ No
- (G) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against the Property that cannot be satisfied by the proceeds of this sale? ☐ Yes ☒ No
- (H) Are you aware of any insurance claims filed relating to the Property? ☐ Yes ☒ No
- Explain any yes answers you give in this section: _____

10. RESIDENTIAL UNITS

- (A) Is there a residential dwelling unit located on the Property? ☐ Yes ☒ No

If yes, number of residential dwelling units: _____

Note: If one to four residential dwelling units are to be sold with, or as part of, the Property, Owner must complete a Seller's Property Disclosure Statement, as required by the Pennsylvania Real Estate Seller's Disclosure Law (68 P.S. §7301 et. seq.).

11. TENANCY ISSUES

- (A) Are you aware of any existing leases, subleases or other tenancy agreements affecting the Property? ☐ Yes ☒ No
- (B) Are there any verbal agreements or understandings with tenants that are not specifically recorded in the lease (e.g., a promise not to increase rent, an implied agreement to let tenant end lease early, a first right of refusal on adjoining space)? ☐ Yes ☒ No
- (C) Are there any tenants for whom you do not currently have a security deposit? ☐ Yes ☒ No
- (D) Are there any tenants who have been 5 or more days late with their rent payment more than once this year? ☐ Yes ☒ No

Buyer Initials: _____

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Owner Initials: RTV

- (E) Are there any tenants who are currently more than 30 days behind in paying rent, cam, or tax charges? ☐ Yes ☒ No
- (F) Are there any tenants who are in default of the lease for other than monetary reasons (e.g., failure to comply with rules, regulations, lease terms, etc.)? ☐ Yes ☒ No
- (G) Are there any tenants that you have reason to believe are likely to fall into default of their lease within the next six months? ☐ Yes ☒ No
- (H) Is there any tenant that you would consider evicting or not offering an opportunity for renewal? ☐ Yes ☒ No
- (I) Are you currently involved in any type of dispute with any tenant? ☐ Yes ☒ No
- Explain any yes answers you give in this section, providing names of tenants where applicable. Attach additional sheet if necessary:

12. DOMESTIC SUPPORT LIEN LEGISLATION

- (A) Has any Owner, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a domestic relations office in any Pennsylvania county? ☐ Yes ☒ No
- If yes, list name and social security numbers of Owner(s) obligated to pay, the county, and the Domestic Relations File or docket number:

13. LAND USE RESTRICTIONS OTHER THAN ZONING

- (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment Act (72 P.S. §5490.1 et seq.) (Clean and Green Program)? ☐ Yes ☒ No
- Note:** An Owner of Property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use of Owner's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer. The sale of Property enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax assessment for the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year that the Property was enrolled in the program, limited to the past 7 years.
- (B) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941 et seq.) (an Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water supply, or open spaces uses)? ☐ Yes ☒ No
- Note:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. When a breach of the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are charged for each year that the Property was subject to the covenant, limited to the past 5 years.
- (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green and Open Space, that contains any covenants, subdivision restrictions, or other restrictions affecting the Property? ☐ Yes ☒ No

Explain any yes answers you give in this section:

14. SERVICE PROVIDER/CONTRACTOR INFORMATION

- (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g., elevators, other equipment, pest control). Attach additional sheet if necessary:
- (B) Provide the names, addresses and phone numbers of the service providers for any Alarm/Safety Contracts on the Property (e.g., security alarm system, sprinkler system, fire/smoke). Attach additional sheet if necessary:
- (C) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary:


Buyer Initials: _____

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Owner Initials: _____

RTV

343 The undersigned Owner represents that the information set forth in this document is accurate and complete to the best of Owner's
 344 knowledge. Owner permits Broker to share information contained in this document with prospective buyers/tenants and other real
 345 estate licensees. OWNER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN
 346 THIS STATEMENT. Owner will notify Broker in writing of any information supplied on this form which is rendered inaccurate
 347 by a change in the condition of the Property following completion of this form.

348	OWNER	 Richard Troy Vignoli	DATE	03/09/25
349	OWNER		DATE	
350	OWNER		DATE	
351	BUYER		DATE	
352	BUYER		DATE	
353	BUYER		DATE	

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** 6233 Route 88, Finleyville, PA 153322 **SELLER** Richard Troy Vignoli3 **BUYER** _____4 **1. TITLE**

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

9 **2. TITLE SEARCH CONTINGENCY**

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

13 (B) A typical title search examines transfers made during the previous sixty years and may not specifically research surface or subsur-
 14 face rights that have been sold or leased by a previous owner. Buyer is advised to ask their title agent about the scope and depth
 15 of the title search performed prior to deciding whether to waive or elect a title search contingency pertaining to oil, gas, mineral
 16 and/or surface rights.

17 (C) Buyer may elect, at Buyer's expense, to conduct an investigation of the history of the ownership rights/interests and status of the
 18 oil, gas and/or mineral rights/interests to the Property to be performed by a properly licensed or otherwise qualified professional.

19 ☐ **WAIVED.** Buyer understands and acknowledges that Seller may not own all oil, gas and/or mineral rights/interests to the
 20 Property and that Buyer has the option to make this Agreement contingent on receiving a certain interest in the oil, gas and/or
 21 mineral rights/interests. **BUYER WAIVES THIS OPTION** and agrees to the **RELEASE** in the Agreement of Sale.

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

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

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

28 a. **Accept the Property** and agree to the **RELEASE** in the Agreement of Sale, OR

29 b. **Terminate the Agreement of Sale** by written notice to Seller, with all deposit monies returned to Buyer according to the
 30 terms contained in the Agreement of Sale, OR

31 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

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

35 **3. EXCEPTION (IF APPLICABLE)**

36 (A) Buyer is aware that the following oil, gas, mineral and/or surface rights/interests have been previously leased, assigned, sold or
 37 otherwise conveyed by Seller or a previous owner of the Property (exceptions) and cannot be transferred to Buyer: _____
 38 _____
 39 _____
 40 _____
 41 _____

42 (B) Buyer acknowledges that Seller may not own 100% of all oil, gas, mineral and/or surface rights/interests to the Property and agrees
 43 that, notwithstanding the default language of the Agreement of Sale regarding title to the Property, Buyer will accept only the
 44 rights/interests and title that Seller is able to convey, free and clear of all other liens, encumbrances, and easements, subject to the
 45 exceptions referenced above.

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

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

50 ☐ Oil _____
 51 ☐ Gas _____
 52 ☐ Minerals _____
 53 ☐ Coal _____
 54 ☐ Other _____

55 **Buyer Initials:** _____

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Seller Initials: RTV

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rev. 9/22; rel. 1/23



- (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 have been reserved. Seller will not defend title to these rights/interests or royalties and does not covenant that Buyer will have quiet enjoyment of these rights/interests.
- (C) Seller's reservation, if any, does not apply to domestic free gas and surface damage rights/interests, which are set forth below.
- (D) If Seller is reserving an interest in any non-excepted oil, gas and/or mineral rights/interests and royalties, within _____ days of the Settlement Date (30 if not specified) Seller will deliver to Buyer the proposed reservation language that will appear in the deed that conveys title to the Property to Buyer for Buyer's review. If this reservation language does not reflect the terms in Paragraph 4(A) above, or if Seller fails to provide the proposed reservation language within the time provided, Seller may be in default of the Agreement of Sale.
- (E) Within _____ days (15 if not specified) of receiving Seller's proposed reservation language, **or if no reservation language is provided within the stated time**, Buyer will notify Seller of Buyer's choice to:
1. Agree to Seller's proposed reservation language, accept the Property, and agree to the RELEASE in the Agreement of Sale, OR
 2. Terminate the Agreement of Sale by written notice to Seller with all deposit monies returned to Buyer according to the terms of the Agreement of Sale, OR
 3. Enter into a mutually acceptable written agreement with Seller.
- If Buyer and Seller do not reach a written agreement during the time stated in this Paragraph, and Buyer fails to respond within the time provided for Buyer's response in Paragraph 4(E) above, or fails to terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in the Agreement of Sale.**
- (F) If Seller fails to deliver the proposed reservation language as specified in Paragraph 4(D), and Buyer exercises the right to terminate this Agreement as a result, all deposit monies shall be returned to Buyer according to the terms of the Agreement of Sale. Upon termination, Seller will reimburse Buyer for any investigative costs incurred by Buyer to verify the title, status and ownership of the oil, gas and/or mineral rights/interests underlying the Property.

5. SURFACE DAMAGES

In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 4(A), 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 oil, gas, and/or mineral rights lease, pipeline right-of-way agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the lease is attached to this Addendum or will be provided to Buyer within _____ days (10 if not specified).

6. DOMESTIC FREE GAS

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

7. DOCUMENTATION

- ☒ Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other documents relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.
- ☐ Seller has attached to this Addendum copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements, pipeline easements, and other documents (e.g., royalty agreements/statements) within Seller's possession having to do with prior conveyances, assignments, or transfers of these rights/interests, as follows: _____

8. ASSIGNMENT OF INTEREST

Buyer, or someone acting on Buyer's behalf, will be responsible for promptly notifying any and all lessees in writing of the assignment of any oil, gas and/or mineral rights/interests to Buyer. This paragraph will survive settlement.

9. ADDITIONAL RESOURCES

- (A) For additional information regarding oil, gas and mineral ownership, leasing and transfer in the Commonwealth of Pennsylvania, both parties are encouraged to contact the Pennsylvania Department of Environmental Protection's Bureau of Oil and Gas Management, the Pennsylvania Department of Conservation and Natural Resources, or the Penn State Institute for Natural Gas Research.
- (B) **Prior to signing this Addendum, both parties are advised to contact legal counsel experienced in oil, gas and/or mineral rights/interests if either has any questions about the transfer of these rights. Broker(s) and/or Licensee(s) will not provide legal advice concerning the ownership status of the oil, gas and/or mineral rights/interests of the Property. Buyer and Seller have been given the opportunity to negotiate the terms of this Agreement, including the reservation of oil, gas and/or mineral rights/interests. All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.**

BUYER _____

DATE _____

BUYER _____

DATE _____

BUYER _____

DATE _____

SELLER _____

DocuSigned by:

Richard Troy Vignoli

Richard Troy Vignoli

DATE 3-9-25

SELLER _____

DATE _____

SELLER _____

DATE _____