

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 103 E. Byers Avenue, New Stanton, PA 15672

3 OWNER Park Plan Development, LLC.

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 [X] Other: Restaurant

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:

12 2. OCCUPANCY Do you, Owner, currently occupy the Property? [] Yes [X] No
13 If no, when did you last occupy the Property?

14 3. DESCRIPTION
15 (A) Land Area:
16 (B) Dimensions:
17 (C) Shape: RECTANGLE
18 (D) Building Square Footage: ~1600

19 4. PHYSICAL CONDITION
20 (A) Age of Property: Additions: Remodeled in 2006
21 (B) Roof
22 1. Age of roof(s): [X] Unknown
23 2. Type of roof(s): Shingle
24 3. Has the roof been replaced or repaired during your ownership? [X] Yes [] No
25 4. Has the roof ever leaked during your ownership? [] Yes [X] No
26 5. Do you know of any problems with the roof, gutters, or downspouts? [] Yes [X] No
27 Explain any yes answers you give in this section:

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 [X] No
32 2. Does the Property have a sump pump? [] Yes [X] 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 [X] 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 [X] 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:

41 (D) Mechanical Systems
42 1. Type of heating: [X] Forced Air [] Hot Water [] Steam [] Radiant
43 [] Other:
44 2. Type of heating fuel: [] Electric [] Fuel Oil [X] Natural Gas [] Propane (on-site) [] Central Plant
45 [] Other types of heating systems or combinations:
46 3. Are there any chimneys? [] Yes [X] 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 [X] Gas [] Oil Capacity:
51 [] Other:

52 Buyer Initials:

Owner Initials: PFM R.L.Y. ARM



- 53 6. Type of plumbing: Copper Galvanized Lead PVC Unknown
 54 Other: _____
 55 7. Are you aware of any problems with plumbing or heating systems or fixtures on the Property? Yes No
 56 If yes, explain: _____
 57
 58 8. Type of air conditioning: Central Electric Central Gas Wall None Capacity: _____
 59 List any buildings (or areas of any buildings) that are not air conditioned: _____
 60
 61 9. Type of electric service: _____ AMP 220 Volt 3-phase I-phase KVA: _____
 62 Other: _____
 63 Transformers: _____ Type: _____
 64 Are you aware of any problems or repairs needed in the electrical system? Yes No
 65 If yes, explain: _____
 66 10. Are you aware of any problems with any item in this section that has not already been disclosed? Yes No
 67 If yes, explain: _____
 68
 69

70 (E) Site Improvements

- 71 1. Are you aware of any problems with storm-water drainage? Yes No
 72 2. Are you aware of any past or present problems with driveways, parking areas, sidewalks, curbs, other paved surfaces, or
 73 retaining walls on the Property? Yes No
 74 3. Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and
 75 the date and person by whom any repairs were done, if known: _____
 76
 77

78 (F) Other Equipment

- 79 1. Exterior Signs: Yes No How many? _____ Number Illuminated: _____
 80 2. Elevators: Yes No How many? _____ Cable Hydraulic rail
 81 Working order? Yes No Certified through (date) _____
 82 Date last serviced _____
 83 3. Skylights: Yes No How many? _____
 84 4. Overhead Doors: Yes No How many? _____ Size: _____
 85 5. Loading Docks: Yes No How many? _____ Levelers: Yes No
 86 6. At grade doors: Yes No How many? _____
 87 7. Are you aware of any problems with the equipment listed in this section? Yes No
 88 If yes, explain: _____
 89

90 (G) Fire Damage

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

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

95 If yes, explain: _____
 96

97 (I) Alarm/Safety Systems

- 98 1. Fire: Yes No In working order? Yes No
 99 If yes, connected to: Fire Department Yes No Monitoring Service: Yes No
 100 2. Fire extinguishers: Yes No
 101 3. Smoke: Yes No In working order? Yes No
 102 4. Sprinkler: Yes No Inspected/certified? Yes No
 103 Wet Dry Flow rate: _____
 104 5. Security: Yes No In working order? Yes No
 105 If yes, connected to: Police Department Yes No Monitoring Service Yes No
 106 6. Are there any areas of the Property that are not serviced by the systems in this section? Yes No
 107 If yes, explain: _____
 108

109 Buyer Initials: _____

Owner Initials: R.L.Y. CRM



110 5. ENVIRONMENTAL

111 (A) Soil Conditions

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

118 Explain any yes answers you give in this section: _____
119 _____
120 _____

121 (B) Hazardous Substances

- 122 1. Are you aware of the presence of any of the following on the Property?
 123 Asbestos material: Yes No
 124 Formaldehyde gas and/or ureaformaldehyde foam insulation (UFFI): Yes No
 125 Discoloring of soil or vegetation: Yes No
 126 Oil sheen in wet areas: Yes No
 127 Contamination of well or other water supply: Yes No
 128 Proximity to current or former waste disposal sites: Yes No
 129 Proximity to current or former commercial or industrial facilities: Yes No
 130 Proximity to current, proposed, or former mines or gravel pits: Yes No
 131 Radon levels above 4 pico curies per liter: Yes No
 132 Use of lead-based paint: Yes No

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

136 Are you aware of any lead-based paint or lead-based paint hazards on the Property? Yes No
 137 If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____
 138 _____

139
 140 Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? Yes No
 141 If yes, list all available reports and records: _____
 142 _____

- 143
 144 2. To your knowledge, has the Property been tested for any hazardous substances? Yes No
 145 3. Are you aware of any storage tanks on the Property? Yes No Aboveground Underground
 146 Total number of storage tanks on the Property: _____ Aboveground _____ Underground
 147 Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? Yes No
 148 If no, identify any unregistered storage tanks: _____
 149 Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? Yes No
 150 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
 151 tank? Yes No
 152 Do methods and procedures exist for the operation of tanks and for the operator's/owner's maintenance of a leak
 153 detection system, an inventory control system, and a tank testing system? Yes No Explain: _____
 154 _____

155
 156 Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Property?
 157 Yes No

158 If yes, have you reported the release to and corrective action to any governmental agency? Yes No
 159 Explain: _____
 160 _____

- 161
 162 4. Do you know of any other environmental concerns that may have an impact on the Property? Yes No
 163 Explain any yes answers you give in this section: _____
 164 _____
 165 _____

166 Buyer Initials: _____

Owner Initials: R.L.G. C.K.M.
RJM

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(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 *unknown*

Buyer Initials: _____

Owner Initials: *R.L.Y. CRM*

PJM

225 **8. GOVERNMENTAL ISSUES/ZONING/USE/CODES**

226 (A) Compliance, Building Codes & OSHA

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

236 (B) Condemnation or Street Widening

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

242 (C) Zoning

- 243 1. The Property is currently zoned B-1 general business district commercial by the (county,
 244 ZIP) 15672
- 245 2. Current use is: conforming non-conforming permitted by variance permitted by special exception
- 246 3. Do you know of any pending or proposed changes in zoning? Yes No
- 247 If yes, explain: _____
- 248 _____

- 249 (D) Is there an occupancy permit for the Property? Yes No
- 250 (E) Is there a Labor and Industry Certificate for the Property? Yes No
- 251 If yes, Certificate Number is: _____
- 252 (F) Is the Property a designated historic or archeological site? Yes No
- 253 If yes, explain: _____
- 254 _____

255 **9. LEGAL/TITLE ISSUES**

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

272 **10. RESIDENTIAL UNITS**

- 273 (A) Is there a residential dwelling unit located on the Property? Yes No
- 274 If yes, number of residential dwelling units: _____
- 275 **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
 276 Property Disclosure Statement, as required by the Pennsylvania Real Estate Seller's Disclosure Law (68 P.S. §7301 et. seq.).

277 **11. TENANCY ISSUES**

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

283 **Buyer Initials:** _____

Owner Initials: R.L.Y. CRM

BJM

- 284 (E) Are there any tenants who are currently more than 30 days behind in paying rent, cam, or tax charges? Yes No
 285 (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
 286 terms, etc.)? Yes No
 287 (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?
 288 Yes No
 289 (H) Is there any tenant that you would consider evicting or not offering an opportunity for renewal? Yes No
 290 (I) Are you currently involved in any type of dispute with any tenant? Yes No
 291 Explain any yes answers you give in this section, providing names of tenants where applicable. Attach additional sheet if necessary:
 292 _____
 293 _____
 294 _____

295 **12. DOMESTIC SUPPORT LIEN LEGISLATION**

- 296 (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
 297 domestic relations office in any Pennsylvania county? Yes No
 298 If yes, list name and social security numbers of Owner(s) obligated to pay, the county, and the Domestic Relations File or docket
 299 number: _____
 300 _____

301 **13. LAND USE RESTRICTIONS OTHER THAN ZONING**

- 302 (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment
 303 Act (72 P.S. §5490.1 et seq.) (Clean and Green Program)? Yes No
 304 **Note:** An Owner of Property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes
 305 in the use of Owner's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer. The sale
 306 of Property enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax
 307 assessment for the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment
 308 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
 309 amount of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment.
 310 The roll-back taxes are charged for each year that the Property was enrolled in the program, limited to the past 7 years.
 311 (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
 312 Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water
 313 supply, or open spaces uses)? Yes No
 314 **Note:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open
 315 space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant
 316 between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect
 317 (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures
 318 are followed. When a breach of the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back
 319 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
 320 roll-back taxes are charged for each year that the Property was subject to the covenant, limited to the past 5 years.
 321 (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green
 322 and Open Space, that contains any covenants, subdivision restrictions, or other restrictions affecting the Property?
 323 Yes No

324 Explain any yes answers you give in this section: _____
 325 _____
 326 _____

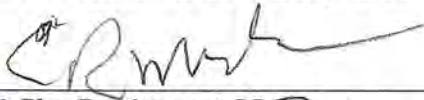
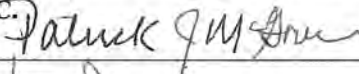

327 **14. SERVICE PROVIDER/CONTRACTOR INFORMATION**

- 328 (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g.,
 329 elevators, other equipment, pest control). Attach additional sheet if necessary: tenant maintained
 330 _____
 331 _____
 332 (B) Provide the names, addresses and phone numbers of the service providers for any Alarm/Safety Contracts on the Property (e.g.,
 333 security alarm system, sprinkler system, fire/smoke). Attach additional sheet if necessary: tenant maintained
 334 _____
 335 _____
 336 (C) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water
 337 softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: _____
 338 _____
 339 _____
 340 _____
 341 _____

342 **Buyer Initials:** _____

Owner Initials: R.L.Y. CRM
BM

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 |  | DATE | <u>4/23/24</u> |
| 349 | OWNER | Park Plan Development, LLC.  | DATE | <u>4-23-2024</u> |
| 350 | OWNER |  | DATE | <u>4/23/24</u> |
| 351 | BUYER | _____ | DATE | _____ |
| 352 | BUYER | _____ | DATE | _____ |
| 353 | BUYER | _____ | DATE | _____ |

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

PROPERTY ADDRESS 103 E. Byers Avenue, New Stanton, PA 15672

OWNER(S)/SELLER(S) Park Plan Development, LLC.

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, mineral and/or surface rights/interests 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. It cannot be presumed that Seller's failure to indicate an exception will entitle Buyer to all of those rights/interests. Buyer is advised to conduct a full examination of all coal, oil, gas and/or mineral rights/interests for the Property. 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. A typical title search examines transfers made during the previous sixty years and may not specifically research surface or subsurface rights that have been sold or leased by a previous owner. Buyer is advised to ask their title agent about the scope and depth of the title search performed prior to deciding whether to waive or elect a title search contingency pertaining to oil, gas, mineral and/or surface rights.
(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.
(D) Oil, gas and/or mineral rights and interests that have been previously conveyed are commonly transferred numerous times, with or without proper recording or notice, from owner to owner as well as by corporate acquisitions. Buyer understands that any information provided by Seller herein about Seller's knowledge of the excepted rights is only given to the best of Seller's ability and may not be current.

Seller Initials: RLG, CRM RJM

Buyer Initials: _____ / _____

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

3. (A) Seller owns all or a portion of the following rights/interests (if unknown, state "unknown"):
- Oil _____
- Gas _____
- Minerals _____
- Coal _____
- Other _____

- (B) Owner of the following rights, if not Seller:
- Oil _____ Unknown _____
- Gas _____ Unknown _____
- Minerals _____ Unknown _____
- Coal _____ Unknown _____
- Other _____ Unknown _____

- (C) Seller is is not aware of a lease affecting subsurface rights.
 If Seller is aware of a lease affecting subsurface rights, does Seller have a copy of the lease(s)? Yes No
- (D) The warranty of title in the Agreement of Sale does not pertain to any oil, gas, and/or mineral rights/interests that will be conveyed, excepted or reserved. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

4. SURFACE RIGHTS

- (A) Surface rights owned by Seller: _____
- (B) Surface rights excepted: _____

5. SURFACE DAMAGES

- (A) 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).
- (B) 1. Are you entitled to or do you receive surface damages, including pipeline rights-of way, well pad sites, compression 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 damages and/or remediation rights transferable 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: _____

6. 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) If transferrable, Seller will convey to Buyer 100% of the Domestic Free Gas interests/rights unless otherwise stated herein. Any such restrictions are explained as follows: _____

7. 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 _____

Seller Initials: RLY, CAM, PSM

Buyer Initials: _____ / _____

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

8. 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: _____

9. EASEMENTS & 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 title of the Property? Yes No
- (B) Are you aware of any existing or threatened action, suit, or government proceeding relating to the coal, oil, gas, mineral and/or other rights discussed herein? Yes No
- (C) Are you aware of any insurance claims filed relating to the coal, oil, gas, mineral and/or other rights discussed herein? Yes No
- (D) Are you aware of any apportionment or allocation issues affecting the Property? Yes No
- (E) Because each interest may be transferred separately (e.g., surface rights transferred separately from mineral rights), each parcel might be identified with a separate Tax Identification Number or parcel number.

10. VALUATION

The parties understand that no licensee acting on Seller's behalf is an expert in establishing a value for the subsurface rights to the Property and that the value of coal, oil, gas, and/or minerals can fluctuate. Either party may, at their own expense, hire an expert to appraise the subsurface rights to the Property.

11. ADDITIONAL INFORMATION RELATIVE TO THE SUBJECT INTERESTS/RIGHTS

SELLER

[Signature]
Park Plan Development, LLC.

DATE

4/23/24

SELLER

[Signature]

DATE

4/23/24

SELLER

[Signature]

DATE

4/23/24

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