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).

PROPERTY 409 Two Mile Run Road, Ligonier, PA 15658

SELLER John A. Macphail, Bridget M. Macphail

BUYER _____

1. TITLE

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

2. TITLE SEARCH CONTINGENCY

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

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

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

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

1. **Within the Investigation Period**, Buyer will have completed an investigation of the ownership rights/interests and status of the oil, gas and/or mineral rights/interests to the Property. Buyer will pay for any and all costs associated with the title search.
2. If the result of the investigation demonstrates terms that are unsatisfactory to Buyer, Buyer will, **within the stated Investigation Period:**
   a. **Accept the Property** and agree to the RELEASE in the Agreement of Sale, OR
   b. **Terminate the Agreement of Sale** by written notice to Seller, with all deposit monies returned to Buyer according to the terms contained in the Agreement of Sale, OR
   c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

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

3. EXCEPTION (IF APPLICABLE)

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

_____

_____

_____

_____

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

4. RESERVATION OF RIGHTS/INTERESTS (IF APPLICABLE)

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

☐ Oil _____

☐ Gas _____

☐ Minerals _____

☐ Coal _____

☐ Other _____

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rev. 9/22; rel. 6/23

Ligonier, 115 South Market Ligonier PA 15658 Phone: 7242440470 Fax: 409 Two Mile Run

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(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		**John A. Macphail**	**DATE** 10/26
SELLER		**Bridget M. Macphail**	**DATE** 10/26
SELLER			**DATE**

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OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS DISCLOSURE

OGMD

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PROPERTY 409 Two Mile Run Road, Ligonier, PA 15658

SELLER John A. Macphail, Bridget M. Macphail

BUYER _____

Surface and subsurface rights are often transferred together, but sometimes are transferred separately. Despite the best intentions of sellers, property owners are often not aware of the precise extent of the oil, gas and/or mineral rights/interests that they may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the oil, gas and/or mineral rights/interests for the Property and is not a substitute for any inspections or warranties that Buyer may wish to obtain. The responses provided below are given to the best of Seller's knowledge and may not reflect all oil, gas and/or mineral rights/interests 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, or their licensees. Buyer is advised to conduct a full examination of oil, gas and/or mineral rights/interests for the Property.

1. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS OWNED

(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.

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

(A) Seller is aware that the following oil, gas and/or mineral 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:

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

(B) 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 oil, gas and/or mineral rights/interests for the Property.

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

(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's Initials: JAM / BMM **OGMD Page 1 of 3** **Buyer's Initials:** _____ / _____

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rev. 9/22, rel. 1/23

3. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS RESERVED

(A) Seller is reserving the following oil, gas and/or mineral rights/interests as indicated and is not transferring them to Buyer:

- ☐ Oil _____
- ☐ Gas _____
- ☐ Minerals _____
- ☐ Coal _____
- ☐ 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 rights/interests, which are set forth below.

(C) The warranty of title identified in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that are reserved by Seller. 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) Damages

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 _____

(B) In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 2(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 Disclosure or will be provided to Buyer within _____ days (10 if not specified).

6. DOMESTIC FREE GAS

(A) Generally, Domestic Free Gas is 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 transferable, Seller will convey to Buyer 100% of the domestic free gas rights/interests.

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

8. 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 oil, gas, mineral and/or other rights discussed herein? ☐ Yes ☒ No

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(C) Are you aware of any insurance claims filed relating to the 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.

9. 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 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.

10. OTHER

_____

_____

_____

_____

SELLER _____ **John A. Macphail** **DATE** 10/26/24

SELLER _____ **Bridget M. Macphail** **DATE** 10/26/24

SELLER _____ **DATE** _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure. Buyer acknowledges that this Statement is not a warranty and that Buyer is purchasing the Property with only the oil, gas and/or mineral rights/interests that Seller is able and willing to convey. It is Buyer's responsibility to satisfy himself or herself as to the ownership status of the oil, gas and/or mineral rights/interests to the Property. Buyer may investigate the ownership status of the oil, gas and/or mineral rights/interests, at Buyer's expense and by qualified professionals.

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

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RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

PROPERTY 409 Two Mile Run Road, Ligonier, PA 15658

SELLER John A. Macphail, Bridget M. Macphail

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

JM JM ___ **Seller has no knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

___ / ___ **Seller has knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

SELLER'S RECORDS/REPORTS

JM JM ___ **Seller has no records or reports** pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

___ / ___ **Seller has provided** Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in or about the Property. (List documents): ___

Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

SELLER John A. Macphail **John A. Macphail DATE** 10/24/24

SELLER Bridget M. Macphail **Bridget M. Macphail DATE** 10/24/24

SELLER ___ **DATE** ___

BUYER ___

DATE OF AGREEMENT ___

BUYER'S ACKNOWLEDGMENT

___ / ___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.

___ / ___ Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records and reports regarding lead-based paint and/or lead-based paint hazards identified above.

Buyer has (initial one):

___ / ___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

___ / ___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

BUYER ___ **DATE** ___

BUYER ___ **DATE** ___

BUYER ___ **DATE** ___

AGENT ACKNOWLEDGEMENT AND CERTIFICATION

DT ___ Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

Seller Agent and Buyer Agent must both sign this form.

BROKER FOR SELLER (Company Name) BHHS THE PREFERRED REALTY

LICENSEE Donna Tidwell **Donna Tidwell DATE** 10/24/24

BROKER FOR BUYER (Company Name) ___

LICENSEE ___ **DATE** ___

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10/16