

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

OGMX

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PROPERTY 187.7 Ac. Benny Hill Road, Hooversville, PA Map# S39-002-028-00 DB 1835-82
BROKER (Company) Timberland Realty
SELLER William McIntire by Jeffrey L. McIntire, Exe. PO Box 171, Shelocta, PA 15774

The following is to be completed by Seller to indicate Seller's knowledge of and/or intentions about the oil, gas and/or mineral rights/interests for the Property.

1. OIL RIGHTS/INTERESTS

(A) Oil Rights/Interests Excepted

- 1. Are you aware of any oil rights/interests that have 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:

(B) Oil Rights/Interests Reserved

- 1. Are you reserving any oil rights/interests, if owned? Yes No Negotiable
- 2. If yes or negotiable, please explain including the percentage of non-excepted oil rights/interests you are reserving for yourself
Seller is reserving 50% interest of oil rights for a time period of 30 years from date of transaction.

(C) Oil Rights/Interests Royalties

- 1. Are you reserving any royalties earned from oil rights/interests for the Property, if any? Yes No
- 2. If yes, please explain including the percentage of royalties earned from oil rights/interests for the Property which you are reserving for yourself
Seller is reserving 50% interest of royalties from oil production for a time period of 30 years from date of transaction.

2. GAS RIGHTS/INTERESTS

(A) Gas Rights/Interests Excepted

- 1. Are you aware of any gas rights/interests that have 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:

(B) Gas Rights/Interests Reserved

- 1. Are you reserving any gas rights/interests, if owned? Yes No Negotiable
- 2. If yes or negotiable, please explain including the percentage of non-excepted gas rights/interests you are reserving for yourself
Seller is reserving 50% interest of gas rights for a time period of 30 years from date of transaction.

(C) Gas Rights/Interests Royalties

- 1. Are you reserving any royalties earned from gas rights/interests for the Property, if any? Yes No
- 2. If yes, please explain including the percentage of royalties earned from gas rights/interests for the Property which you are reserving for yourself
Seller is reserving 50% interest of royalties from gas production for a time period of 30 years from date of transaction.

3. MINERAL RIGHTS/INTERESTS

(A) Mineral Rights/Interests Excepted

- 1. Are you aware of any mineral rights/interests that have 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

51 Seller Initials: ^{DS} JME



3. Please explain any "yes" answers:

(B) Mineral Rights/Interests Reserved

- 1. Are you reserving any mineral rights/interests, if owned? Yes No Negotiable
- 2. If yes or negotiable, please explain including the percentage of non-excepted mineral rights/interests you are reserving for yourself
Seller is reserving 50% interest of mineral rights for a time period of 30 years from date of transaction.

(C) Mineral Rights/Interests Royalties

- 1. Are you reserving any royalties earned from mineral rights/interests for the Property, if any? Yes No
- 2. If yes, please explain including the percentage of royalties earned from mineral rights/interests for the Property which you are reserving for yourself
Seller is reserving 50% interest of royalties from mineral rights for a time period of 30 years from date of transaction.

4. OTHER RIGHTS/INTERESTS

(A) Other Rights/Interests Excepted

- 1. Are you aware of any other rights/interests that have 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:

(B) Other Rights/Interests Reserved

- 1. Are you reserving any other rights/interests, if owned? Yes No Negotiable
- 2. If yes or negotiable, please explain including the percentage of other non-excepted rights/interests you are reserving for yourself
Seller is reserving 50% interest of the coal rights for a time period of 30 years from date of transaction.

(C) Other Rights/Interests Royalties

- 1. Are you reserving any royalties earned from other rights/interests for the Property, if any? Yes No
- 2. If yes, please explain including the percentage of royalties earned from other rights/interests for the Property which you are reserving for yourself
Seller is reserving 50% interest of royalties from mining of coal for a time period of 30 years from date of transaction.

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 rights/interests to the Property?
 Yes No
 A copy of the current lease(s) and/or assignment(s) and addenda are attached

(B) Name of Lessee(s) N/A
 Execution Date _____ Term _____ Auto-renewing? Yes No
 Counsel for Lessee _____
 Contact Information _____
 Counsel for Lessor _____
 Contact Information _____

(C) Name of Assignee(s) N/A
 Execution Date _____ Term _____ Auto-renewing? Yes No
 Counsel for Assignee _____
 Contact Information _____
 Counsel for Assignor _____
 Contact Information _____

- (D) Domestic Free Gas
 - 1. 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.
 - 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 limitations are contained in the lease? N/A
 - 4. Seller understands that the right to receive Domestic Free Gas will be assigned to the buyer of the Property unless otherwise stated _____

113 Seller Initials: DS JME

- 112 (E) Surface Damages
- 113 1. Are you entitled to or do you receive surface damages, including pipeline rights-of-way, well pad sites, compressor sites and
- 114 standing marketable timber, according to the terms of the current lease? Yes No
- 115
- 116 2. If known, what limitations are contained in the lease? N/A
- 117
- 118
- 119 3. If applicable, is the right to claim surface damages and/or remediation rights transferrable to a buyer? Yes No
- 120 4. Seller understands that the exclusive right to receive surface damages will be assigned to the buyer of the Property unless oth-
- 121 erwise stated

122 **6. EASEMENTS & LEGAL ISSUES**

- 123 (A) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens,
- 124 charges, agreements, or other matters, whether recorded or unrecorded, which affect the title of the Property? Yes No
- 125 (B) Are you aware of any existing or threatened action, suit, or government proceeding relating to the oil, gas, mineral and/or other
- 126 rights/interests to the Property? Yes No
- 127 (C) Are you aware of any insurance claims filed relating to the oil, gas, mineral and/or other rights/interests to the Property? Yes No
- 128 (D) Are you aware of any apportionment or allocation issues affecting the Property? Yes No
- 129 (E) Are you aware of a separate Tax Identification Number for any oil, gas, mineral and/or other rights/interests to the Property?
- 130 Yes No
- 131 Explain any yes answers you give in this section:
- 132
- 133
- 134

135 **7. WARRANTIES**

- 136 (A) The warranty of title identified in the Agreement of Sale does not pertain to any oil, gas, and/or mineral rights/interests that will be
- 137 conveyed, excepted or reserved. Seller is not required to defend title to these rights/interests and will not be required to covenant
- 138 that the buyer will have quiet enjoyment of these rights/interests.
- 139 (B) Unless otherwise stated, the Agreement of Sale presumes that the Property will be transferred with a special warranty deed.

140 **8. VALUATION**

- 141 (A) Seller understands that neither Broker, nor any licensee acting on Broker's behalf, is an expert in establishing a value for the sub-
- 142 surface rights to the Property and that the value of oil, gas, and/or minerals can fluctuate. Seller may, at Seller's expense, hire an
- 143 expert to appraise the subsurface rights to the Property.
- 144 (B) Seller and Broker have agreed on a listing price, which takes into consideration the Property, the package of subsurface rights being
- 145 conveyed, and Broker's compensation. If, after the parties have signed this Agreement, Seller decides to decrease the amount of
- 146 subsurface rights being conveyed, Broker may terminate or renegotiate the Listing Agreement.
- 147 (C) Seller understands that electing to retain some of the oil, gas, and/or mineral rights/interests may affect the marketability of the
- 148 Property.

149 **9. OTHER**

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

159 SELLER Jeffrey L. McIntire, Executor DATE 9/23/2020
 160 SELLER E387BC9B41A74FA... DATE _____
 161 SELLER _____ DATE _____

162 The undersigned Seller represents that the information set forth in this document is accurate and complete to the best of Seller's
163 knowledge. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS
164 STATEMENT. Seller hereby agrees to refrain from entering into negotiations for leases or easements which may encumber the Prop-
165 erty and will notify Broker in writing if any information supplied on this form is found to be inaccurate following completion of this
166 form.

167 If Seller has any questions about the content of this form, Seller is advised to consult with an attorney prior to signing.

168 SELLER Jeffrey L. McIntire, Executor DATE 9/23/2020
 169 SELLER E387BC9B41A74FA... DATE _____
 170 SELLER _____ DATE _____