

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

**OGMX**

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

1 **PROPERTY** 200 Fall Run Road, Aleppo, PA 15310  
2 **BROKER (Company)** Timberland Realty  
3 **SELLER** Donna V. McIntire, by Debra K. Buchleitner, her Agent Under Power of Attorney

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

6 **1. OIL RIGHTS/INTERESTS**

7 **(A) Oil Rights/Interests Excepted**

- 8 1. Are you aware of any oil rights/interests that have been previously leased, assigned, sold, or otherwise conveyed by yourself  
9 or a previous owner of the Property?  Yes  No
- 10 2. To your knowledge, have any transferred oil rights/interests been assigned to another entity?  Yes  No
- 11 3. Please explain any "yes" answers: Seller is aware previous owners have reserved a percentage of the oil and gas rights. Seller  
12 is reserving the remainder of the oil and gas rights.  
13 \_\_\_\_\_  
14 \_\_\_\_\_

15 **(B) Oil Rights/Interests Reserved**

- 16 1. Are you reserving any oil rights/interests, if owned?  Yes  No  Negotiable
- 17 2. If yes or negotiable, please explain including the percentage of non-excepted oil rights/interests you are reserving for yourself  
18 Seller is aware previous owners have reserved a percentage of the oil and gas rights. Seller is reserving the remainder of  
19 the oil and gas rights.  
20 \_\_\_\_\_

21 **(C) Oil Rights/Interests Royalties**

- 22 1. Are you reserving any royalties earned from oil rights/interests for the Property, if any?  Yes  No
- 23 2. If yes, please explain including the percentage of royalties earned from oil rights/interests for the Property which you are re-  
24 serving for yourself Seller is aware previous owners have reserved a percentage of the oil and gas rights. Seller is reserving  
25 the remainder of the oil and gas rights.  
26 \_\_\_\_\_

26 **2. GAS RIGHTS/INTERESTS**

27 **(A) Gas Rights/Interests Excepted**

- 28 1. Are you aware of any gas rights/interests that have been previously leased, assigned, sold, or otherwise conveyed by yourself  
29 or a previous owner of the Property?  Yes  No
- 30 2. To your knowledge, have any transferred gas rights/interests been assigned to another entity?  Yes  No
- 31 3. Please explain any "yes" answers: Seller is aware previous owners have reserved a percentage of the oil and gas rights. Seller  
32 is reserving the remainder of the oil and gas rights.  
33 \_\_\_\_\_  
34 \_\_\_\_\_

35 **(B) Gas Rights/Interests Reserved**

- 36 1. Are you reserving any gas rights/interests, if owned?  Yes  No  Negotiable
- 37 2. If yes or negotiable, please explain including the percentage of non-excepted gas rights/interests you are reserving for yourself  
38 Seller is aware previous owners have reserved a percentage of the oil and gas rights. Seller is reserving the remainder of  
39 the oil and gas rights.  
40 \_\_\_\_\_

41 **(C) Gas Rights/Interests Royalties**

- 42 1. Are you reserving any royalties earned from gas rights/interests for the Property, if any?  Yes  No
- 43 2. If yes, please explain including the percentage of royalties earned from gas rights/interests for the Property which you are re-  
44 serving for yourself Seller is aware previous owners have reserved a percentage of the oil and gas rights. Seller is reserving  
45 the remainder of the oil and gas rights.  
46 \_\_\_\_\_

46 **3. MINERAL RIGHTS/INTERESTS**

47 **(A) Mineral Rights/Interests Excepted**

- 48 1. Are you aware of any mineral rights/interests that have been previously leased, assigned, sold, or otherwise conveyed by  
49 yourself or a previous owner of the Property?  Yes  No
- 50 2. To your knowledge, have any transferred mineral rights/interests been assigned to another entity?  Yes  No

51 **Seller Initials:** DS  
DKB



52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113

3. Please explain any "yes" answers: **Seller is aware the coal has been previously reserved by former owners. The coal rights do not transfer.**

(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

(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

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

(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

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) EQT Production Company

Execution Date 11/09/2020 Term 5 Years Auto-renewing?  Yes  No

Counsel for Lessee

Contact Information

Counsel for Lessor

Contact Information

(C) Name of Assignee(s)

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?

4. Seller understands that the right to receive Domestic Free Gas will be assigned to the buyer of the Property unless otherwise stated

Seller Initials: DS  
DKB

- 114 (E) Surface Damages
- 115 1. Are you entitled to or do you receive surface damages, including pipeline rights-of-way, well pad sites, compressor sites and
- 116 standing marketable timber, according to the terms of the current lease?  Yes  No
- 117 2. If known, what limitations are contained in the lease? **A term in the active Lease states the Lease is Non-Surface Use. Seller**
- 118 **will provide a surface non-disruption clause in their transfer to a Buyer.**
- 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: **Seller has signed a Right of Way Agreement for a pipeline. Said Agreement is being**

132 **made part of the Listing Agreement. All trees cut for the pipeline will become the property of the Buyer.**

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**

150 **There is a steel pipeline (approximately 3" diameter) lying on top of the ground along the waterway in ravine. Seller has no**

151 **documentation, or any information who owns the pipeline, or if in use. Seller believes it is an abandon pipeline for an old gas or oil**

152 **well.**

153 \_\_\_\_\_

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).**

DocuSigned by:  
159 Debra K. Buchleitner, P.O.A. Donna V. McIntire, by Debra K. Buchleitner, her Agent Under DATE 3/26/2021

160 SELLER \_\_\_\_\_ 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.**

DocuSigned by:  
168 Debra K. Buchleitner, P.O.A. Donna V. McIntire, by Debra K. Buchleitner, her Agent Under DATE 3/26/2021

169 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

170 SELLER \_\_\_\_\_ DATE \_\_\_\_\_