

OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS DISCLOSURE

OGMD

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

1 **PROPERTY** off Prospect Hill Road (T-377), Port Allegany, PA 16743
2 **SELLER** Estate of Jenny A. Newman, Jean F. Berg, Fiduciary
3 **BUYER** _____

4 **This Property is (select one):**
5 subject to a lease affecting subsurface rights.
6 not subject to a lease affecting subsurface rights.

7 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 own 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.

15 **1. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS EXCEPTED**

16 (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:

- 18 Oil _____
- 19 Gas _____
- 20 Minerals _____
- 21 Coal _____
- 22 Other _____

23 (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.

24 (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.

28 **2. SELLER'S RESERVATION OF OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS**

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

- 30 Oil _____
- 31 Gas _____
- 32 Minerals _____
- 33 Coal _____
- 34 Other _____

35 This reservation(s) will be executed in its entirety at settlement, unless otherwise indicated.

36 (B) Seller's reservation does not apply to domestic free gas and surface damage rights/interests, which are set forth below.

37 (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.

40 **3. DOMESTIC FREE GAS**

41 (A) Generally, Domestic Free Gas is a by product 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.

42 (B) Seller will convey to Buyer 100% of the domestic free gas rights/interests unless otherwise stated here _____

45 **4. SURFACE DAMAGES**

46 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).

52 Seller's Initials JFBF OGMD Page 1 of 2 Buyer's Initials: _____ / _____



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53 **5. ASSIGNMENT OF LEASES**

54 Seller is aware that the following leases of oil, gas and/or mineral rights/interests have been assigned from the original lessee to an-
55 other entity:

- 56 Oil _____
- 57 Gas _____
- 58 Minerals _____
- 59 Coal _____
- 60 Other _____

61 **6. DOCUMENTATION**

62 Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other docu-
63 ments relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.

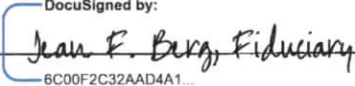
64 Seller has attached to this Disclosure copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements,
65 pipeline easements, and other documents (e.g., royalty agreements) within Seller's possession having to do with prior convey-
66 ances, assignments, or transfers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

67 _____
68 _____
69 _____

70 **7. Other**

71 Seller will transfer all oil, gas and mineral rights owned, if any.

72 _____
73 _____
74 _____

75 SELLER  Estate of Jenny A. Newman, Jean F. Berg, Fiduciary DATE 3/26/2021
 76 SELLER _____ DATE _____
 77 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.

84 BUYER _____ DATE _____

85 BUYER _____ DATE _____

86 BUYER _____ DATE _____