

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).

1 **PROPERTY** 1040 Cork Drive, Bethel Park, PA 15102

2 **SELLER** Estate of Joseph F. Battaglia

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 **1. TITLE**

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

12 **2. EXCEPTION (IF APPLICABLE)**

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

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

23 **3. TITLE SEARCH CONTINGENCY**

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

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

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

32 **ELECTED.** Investigation Period: ____ days (60 if not specified) from the Execution Date of the Agreement of Sale.

33 1. **Within the Investigation Period,** Buyer will have completed an investigation of the ownership rights/interests and status
34 of the oil, gas and/or mineral rights/interests to the Property. Buyer will pay for any and all costs associated with the title
35 search.

36 2. If the result of the investigation demonstrates terms that are unsatisfactory to Buyer, Buyer will, **within the stated Investigation**
37 **Period:**

38 a. **Accept the Property** and agree to the the RELEASE in the Agreement of Sale, OR

39 b. **Terminate the Agreement of Sale** by written notice to Seller, with all deposit monies returned to Buyer according to the
40 terms contained in the Agreement of Sale, OR

41 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

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

45 **4. RESERVATION OF RIGHTS/INTERESTS (IF APPLICABLE)**

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

49 Oil _____

50 Gas _____

51 Minerals _____

52 Coal _____

53 Other _____

54 Buyer Initials:

Seller Initials:

- 55 (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
 56 have been reserved. Seller will not defend title to these rights/interests or royalties and does not covenant that Buyer will have
 57 quiet enjoyment of these rights/interests.
- 58 (C) Seller's reservation, if any, does not apply to domestic free gas and surface damage rights/interests, which are set forth below.
- 59 (D) If Seller is reserving an interest in any non-excepted oil, gas and/or mineral rights/interests and royalties, within _____ days of
 60 the Settlement Date (30 if not specified) Seller will deliver to Buyer the proposed reservation language that will appear in the deed
 61 that conveys title to the Property to Buyer for Buyer's review. If this reservation language does not reflect the terms in Paragraph
 62 4(A) above, or if Seller fails to provide the proposed reservation language within the time provided, Seller may be in default of
 63 the Agreement of Sale.
- 64 (E) Within _____ days (15 if not specified) of receiving Seller's proposed reservation language, **or if no reservation language is**
 65 **provided within the stated time**, Buyer will notify Seller of Buyer's choice to:
 66 1. Agree to Seller's proposed reservation language, accept the Property, and agree to the RELEASE in the Agreement of Sale,
 67 OR
 68 2. Terminate the Agreement of Sale by written notice to Seller with all deposit monies returned to Buyer according to the terms
 69 of the Agreement of Sale, OR
 70 3. Enter into a mutually acceptable written agreement with Seller.
- 71 **If Buyer and Seller do not reach a written agreement during the time stated in this Paragraph, and Buyer fails to respond**
 72 **within the time provided for Buyer's response in Paragraph 4(E) above, or fails to terminate the Agreement of Sale by written notice**
 73 **to Seller within that time, Buyer will accept the Property and agree to the RELEASE in the Agreement of Sale.**
- 74 (F) If Seller fails to deliver the proposed reservation language as specified in Paragraph 4(D), and Buyer exercises the right to terminate
 75 this Agreement as a result, all deposit monies shall be returned to Buyer according to the terms of the Agreement of Sale. Upon
 76 termination, Seller will reimburse Buyer for any investigative costs incurred by Buyer to verify the title, status and ownership of the
 77 oil, gas and/or mineral rights/interests underlying the Property.

78 **5. DOMESTIC FREE GAS**

79 Seller will convey to Buyer 100% of the domestic free gas rights unless otherwise stated here
 80

81 **6. SURFACE DAMAGES**

82 In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 4(A), then Seller fur-
 83 ther agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages, which
 84 include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and ii) any and
 85 all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline right-of-way
 86 agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the lease is attached to this
 87 Addendum or will be provided to Buyer within _____ days (10 if not specified).

88 **7. DOCUMENTATION**

- 89 Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other doc-
 90 uments relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.
 91 Seller has attached to this Addendum copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements,
 92 pipeline easements, and other documents (e.g., royalty agreements) within Seller's possession having to do with prior conveyanc-
 93 es, assignments, or transfers of these rights/interests, as follows: _____
 94

95 **8.** Seller/Seller's agent Buyer/Buyer's agent will be responsible for promptly notifying any and all lessees in writing of the assign-
 96 ment of any oil, gas and/or mineral rights/interests to Buyer. This paragraph will survive settlement.

97 **9. ADDITIONAL RESOURCES**

98 For additional information regarding oil, gas and mineral ownership, leasing and transfer in the Commonwealth of Pennsylvania,
 99 both parties are encouraged to contact the Pennsylvania Department of Environmental Protection's Bureau of Oil and Gas
 100 Management, the Pennsylvania Department of Conservation and Natural Resources, or the Penn State Institute for Natural Gas
 101 Research.

102 **Prior to signing this Addendum, both parties are advised to contact legal counsel experienced in oil, gas and/or mineral rights/**
 103 **interests if either has any questions about the transfer of these rights. Broker(s) and/or Licensee(s) will not provide legal advice**
 104 **concerning the ownership status of the oil, gas and/or mineral rights/interests of the Property. Buyer and Seller have been given**
 105 **the opportunity to negotiate the terms of this Agreement, including the reservation of oil, gas and/or mineral rights/interests. All**
 106 **other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.**

107 BUYER	_____	DATE	_____
108 BUYER	_____	DATE	_____
109 BUYER	_____	DATE	_____
110 SELLER	<i>[Signature]</i>	DATE	_____
111 SELLER	_____	DATE	_____
112 SELLER	_____	DATE	_____

WEST PENN MULTI-LIST, INC. RESIDENTIAL DISCLOSURE FORM FOR
PROPERTIES BUILT PRIOR TO 1978 DISCLOSING INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Rev. 7/2018

PROPERTY ADDRESS: 1040 Cork Drive, Bethel Park, PA 15102

(Complete Street, City and ZIP code)

SELLER'S NAME: Estate of Joseph F. Battaglia

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978 AND INITIALED IN EACH BOX BELOW AS APPROPRIATE

A. 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-paint hazards is recommended prior to purchase.

NOTICE: The inspection referenced herein must be performed by an inspector who is properly certified as required by Federal Law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

/ (a) Known lead-based paint and/or lead-based paint hazards are present in or about the Property (if so, provide the basis for determining that lead-based paint and/or lead-based hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning the Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property): _____

/ (b) Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

/ (a) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazard in the Property (list documents): _____

/ (b) Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

C. AGENT ACKNOWLEDGEMENT AND CERTIFICATION:

/ Agent/Licensee has informed Seller of Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act., 42 U.S. §4852(d), and is aware of Agent's responsibility to ensure such compliance. The Agent/Licensee has informed Seller of the obligation to provide the Buyer with a Federally approved pamphlet on lead poisoning prevention and the approved pamphlet has been presented to the Buyer prior to the Buyer signing the Acknowledgement set forth below.

02/22/21
6:22 PM EST
dotloop verified

The following have reviewed the information above and certify that the Agent statements are true and correct to the best of their knowledge and belief. **Seller Agent and Buyer Agent must both sign and date this form.**

BROKER FOR SELLER (Company Name) Keller Williams Pittsburgh South

AGENT/LICENSEE Donna Lieberman **DATE** 2/22/2021

BROKER FOR BUYER (Company Name) _____ **DATE** _____

AGENT/LICENSEE _____ **DATE** _____

D. 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 (i) or (ii) below):

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

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

E. CERTIFICATION OF ACCURACY:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

/ Donna Lieberman, AGENT 2/22/21
Seller Date

/ _____
Seller Date

Donna Lieberman / 2/22/21 6:22 PM EST
Agent Date
dotloop verified IDNV-TAOL-VPAK-OVGZ

/ _____
Buyer Date

/ _____
Buyer Date

/ _____
Agent Date