

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 3022 Wilmington Road , New Castle , Pa 16105**
2 **SELLER 3G Healthcare LLC**
3 **BUYER**

4 **Surface and subsurface rights are often transferred together, but sometimes are transferred separately. Despite the best inten-**
5 **tions of sellers, property owners are often not aware of the precise extent of the oil, gas and/or mineral rights/interests that they**
6 **may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the oil,**
7 **gas and/or mineral rights/interests for the Property and is not a substitute for any inspections or warranties that Buyer may wish**
8 **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**
9 **rights/interests for the Property. The statements contained herein are not a warranty of any kind by Seller or a warranty or rep-**
10 **resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is advised to conduct a full**
11 **examination of oil, gas and/or mineral rights/interests for the Property.**

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

13 (A) Seller owns all or a portion of the following rights/interests (if unknown, state "unknown"):

- 14 Oil _____
- 15 Gas _____
- 16 Minerals _____
- 17 Coal _____
- 18 Other _____

19 (B) Owner of the following rights, if not Seller:

- 20 Oil _____ unknown
- 21 Gas _____ unknown
- 22 Minerals _____ unknown
- 23 Coal _____ unknown
- 24 Other _____ unknown

25 (C) Seller is is not aware of a lease affecting subsurface rights.

26 If Seller is aware of a lease affecting subsurface rights, does Seller have a copy of the lease(s)? Yes No

27 (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 con-
28 veyed, excepted or reserved. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet
29 enjoyment of these rights/interests.

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

31 (A) Seller is aware that the following oil, gas and/or mineral rights/interests have been previously leased, sold or otherwise conveyed
32 by Seller or a previous owner of the Property (exceptions) as indicated and is not transferring them to Buyer:

- 33 Oil _____
- 34 Gas _____
- 35 Minerals _____
- 36 Coal _____
- 37 Other _____

38 (B) It cannot be presumed that Seller's failure to indicate an exception will entitle Buyer to all of those rights/interests. Buyer is ad-
39 vided to conduct a full examination of all oil, gas and/or mineral rights/interests for the Property.

40 (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 ex-
41 cepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these
42 rights/interests.

43 (D) Oil, gas and/or mineral rights and interests that have been previously conveyed are commonly transferred numerous times, with or
44 without proper recording or notice, from owner to owner as well as by corporate acquisitions. Buyer understands that any infor-
45 mation provided by Seller herein about Seller's knowledge of the excepted rights is only given to the best of Seller's ability and
46 may not be current.

47 Seller's Initials:  JD / _____

Buyer's Initials: _____ / _____



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

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

- 50 Oil _____
- 51 Gas _____
- 52 Minerals _____
- 53 Coal _____
- 54 Other _____

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

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

57 (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
58 reserved by Seller. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment
59 of these rights/interests.

60 **4. SURFACE RIGHTS**

61 (A) Surface rights owned by Seller: _____

62 _____

63 (B) Surface rights excepted: _____

64 _____

65 **5. SURFACE DAMAGES**

66 (A) Damages

67 1. Are you entitled to or do you receive surface damages, including pipeline rights-of-way, well pad sites, compression sites and
68 standing marketable timber, according to the terms of the current lease? Yes No

69 2. If known, what limitations are contained in the lease? _____

70 _____

71 3. If applicable, is the right to claim surface damages and/or remediation rights transferable to a buyer? Yes No

72 4. Seller understands that the exclusive right to receive surface damages will be assigned to the buyer of the property unless oth-
73 erwise stated

74 (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
75 further agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages,
76 which include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and
77 ii) any and all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline
78 right-of-way agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the
79 lease is attached to this Disclosure or will be provided to Buyer within ____ days (10 if not specified).

80 **6. DOMESTIC FREE GAS**

81 (A) Generally, Domestic Free Gas is a byproduct of the drilling process which can be supplied to a residential structure located on the
82 property where drilling takes place to be used for heating the structure.

83 (B) If transferable, Seller will convey to Buyer 100% of the domestic free gas rights/interests.

84 **7. DOCUMENTATION**

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

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


90 _____

91 _____

92 **8. EASEMENTS & LEGAL ISSUES**

93 (A) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens,
94 charges, agreements, or other matters, whether recorded or unrecorded, which affect title of the Property? Yes No

95 (B) Are you aware of any existing or threatened action, suit, or government proceeding relating to the oil, gas, mineral and/or other
96 rights discussed herein? Yes No

97 Seller's Initials:  / _____


Buyer's Initials: _____ / _____

- 98 (C) Are you aware of any insurance claims filed relating to the oil, gas, mineral and/or other rights discussed herein? Yes No
- 99 (D) Are you aware of any apportionment or allocation issues affecting the Property? Yes No
- 100 (E) Because each interest may be transferred separately (e.g., surface rights transferred separately from mineral rights), each parcel
- 101 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  3G Healthcare LLC DATE 04/14/2026

SELLER _____ DATE _____

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 _____

VACANT LAND INFORMATION SHEET

VLI

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

1 **PROPERTY** 3022 Wilmington Road , New Castle , Pa 16105

2 _____

3 **SELLER(S)** 3G Healthcare LLC

4 Seller is providing information to help Broker market the Property. This Statement is **not a substitute for any inspections or warranties**
5 **that a buyer may wish to obtain.** This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real
6 estate broker (Agent for Seller), any real estate broker, or their agents.

7 **1. SELLER'S INFORMATION**

8 (A) Do you possess expertise in contracting, engineering, environmental assessment, architecture, or other areas related to the con-
9 struction and conditions of the Property and its improvements? Yes No

10 (B) The individual completing this form is the:

- 11 Owner
- 12 Executor
- 13 Administrator
- 14 Trustee
- 15 Power of Attorney

16 Explain any yes answers that you give in this section and, if applicable, attach supporting documentation: _____

17 _____

18 _____

19 **2. PROPERTY DESCRIPTION (Attach current deed, if available)**

20 **DEED ATTACHED**

21 _____

22 _____

23 _____

24 **3. LAND (SOILS, DRAINAGE AND BOUNDARIES)**

25 (A) Are you aware of any fill or expansive soil on the Property? Yes No

26 (B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on
27 or affect the Property? Yes No

28 (C) Are you aware of any past, existing or proposed mining, strip mining or any other excavations that have occurred on or might
29 affect the Property? Yes No

30 (D) To your knowledge, is the Property, or any part of it, located in a Special Flood Hazard Area or a wetlands area?

31 Yes No

32 (E) Do you know of any past or present drainage or flooding problems affecting the Property? Yes No

33 (F) Do you know of any encroachments, boundary line disputes or easements on the Property? Yes No

34 (G) Are you aware of any shared or common areas on or adjoining the Property (e.g. driveways, bridges, docks, walls, etc.) or main-
35 tenance agreements for common areas? Yes No

36 Explain any yes answers that you give in this section, describing the locations and, if applicable, the extent of the issue, if known:

37 _____

38 _____

39 **4. HAZARDOUS SUBSTANCES**

40 (A) Are you aware of any underground tanks or hazardous substances present on the Property such as, but not limited to, polychlori-
41 nated biphenyls (PCBs), radon, lead-based paint, etc.? Yes No

42 (B) To your knowledge, has the Property been tested for any hazardous substances? Yes No

43 (C) Do you know of any other environmental concerns that might impact the Property? Yes No

44 (D) Are you aware of any contamination to any wells or other sources of water on the Property? Yes No

45 (E) Are you aware of any discoloring of the soil or vegetation? Yes No

46 (F) Do you know if the Property is near any current or former waste disposal sites? Yes No

47 (G) Are you aware of any storage tanks on the Property? Yes (Please answer questions 1-8, below) No

48 1. Total number of storage tanks on the Property: _____ Aboveground _____ Underground

49 2. Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? Yes No

50 3. If no, identify any unregistered storage tanks: _____

51 **Seller Initials:** JD / _____ / _____



- 52 4. Has any storage tank permit ever been revoked? Yes No
 53 5. Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from
 54 a storage tank? Yes No
 55 6. Do you know if methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance
 56 of a leak detection system, an inventory control system, and a tank testing system? Yes No
 57 Explain: _____
 58 7. To your knowledge, has there been any release, or any corrective action taken in response to a release, from any of the stor-
 59 age tanks on the Property? Yes No
 60 8. If yes, has the release and corrective action been reported to any governmental agency? Yes No
 61 Explain any yes answers that you give in this section, describing the locations and the extent of the issue, if known, and attach all
 62 reports and records: _____
 63

64 **5. STATUS OF UTILITIES**

- 65 (A) Source of water:
 66 Public Water Connected Not Connected
 67 On-Site Water Connected Not Connected
 68 Community Water Connected Not Connected
 69 None
 70 1. If known, provide the date the water was last tested _____
 71 2. What was the result of the test? _____
 72 3. To your knowledge, is the pumping system in working order? Yes No Not Applicable
 73 If no, explain: _____
 74 4. Are you aware of any problems related to the water service? Yes No
 75 If yes, explain: _____
 76 5. If the Property is serviced by community water, do you have supporting documentation? Yes No Not Applicable
 77 (B) Sewage system:
 78 Public Sewer Private Sewer Septic Tank
 79 Cesspool Holding Tank None
 80 Other _____
 81 1. Do you have a current Site Investigation and Percolation Test Report for On-lot Disposal of Sewage issued by the
 82 Department of Environmental Protection? Yes No
 83 2. If there is a septic tank on the Property, what is the type of tank?
 84 Metal/steel Cement/concrete Fiberglass Unknown Other (specify): _____
 85 3. If known, provide the date the on-site sewage disposal system was last serviced _____
 86 4. Is there a sewage pump? Yes No Unknown
 87 If yes, is it in working order? Yes No
 88 5. Are you aware of any problems related to the sewage system? Yes No
 89 If yes, explain: _____
 90
 91 6. If the Property is serviced by public sewer, do you have supporting documentation? Yes No

92 **6. GOVERNMENTAL ISSUES/ZONING/USE/CODES**

- 93 (A) Do you know of any violations of federal, state or local laws or regulations relating to this Property? Yes No
 94 (B) To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thor-
 95 oughfare, rail or utility construction, are development project, street widening or lighting, or other similar public projects?
 96 Yes No
 97 (C) The Property is currently zoned _____
 98 by the _____ (municipality).
 99 (D) Do you know of any pending or proposed changes in zoning? Yes No
 100 (E) Current use is: conforming non-conforming permitted by variance permitted by special exception
 101 (F) To your knowledge, is the Property a designated historic or archeological site? Yes No
 102 Explain any yes answers you gave in this section: _____
 103

104 **7. LEGAL/TITLE ISSUES**

- 105 (A) Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements,
 106 licenses, liens, charges, agreements, or other matters which affect the title of the Property? Yes No

107 Seller Initials: JD / _____ / _____

- 108 (B) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses,
- 109 liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official
- 110 records of the county recorder where the Property is located? Yes No
- 111 (C) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain
- 112 unpaid? Yes No
- 113 (D) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? Yes No
- 114 (E) Are you aware of any reason, including a defect in title, that would prevent you from conveying free and clear title to the
- 115 Property? Yes No
- 116 (F) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the Property
- 117 that cannot be satisfied by the proceeds of this sale? Yes No
- 118 (G) Are you aware of any insurance claims filed relating to the property? Yes No
- 119 (H) Is the Property, or any part of it, leased to a third party? Yes No
- 120 Explain any yes answers you gave in this section: _____
- 121 _____

122 **8. OIL, GAS, AND MINERAL RIGHTS**


- 123 (A) Are you aware of any oil, gas, and/or mineral rights that have been previously transferred by Seller or a previous owner of the
- 124 Property? Yes No
- 125 (B) Are you reserving any oil, gas, and/or mineral rights? Yes No
- 126 (C) Is the Property, or any part of it, leased for the purpose of oil, gas, and/or mineral excavation or exploration? Yes No
- 127 If yes, is the Property pooled or unitized? Yes No
- 128 (D) Does Seller receive any royalty payments due to any past or present oil, gas, and/or mineral excavation or exploration activities on
- 129 the Property? Yes No
- 130 Explain any yes answers you give in this section, attaching copies of complete leases, where applicable: _____
- 131 _____

132 **9. DOMESTIC SUPPORT LIEN LEGISLATION**

- 133 (A) Has any Seller, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a
- 134 domestic relations office in any Pennsylvania county? Yes No
- 135 If yes, list name and social security numbers of Seller(s) obligated to pay, the county, and the Domestic Relations File or docket
- 136 number: _____
- 137 _____
- 138 (B) Is any Seller currently separated from or in the process of obtaining a divorce from a spouse? Yes No
- 139 If yes, is there currently a separation or property settlement order in place? Yes No

140 **10. LAND USE RESTRICTIONS OTHER THAN ZONING**


- 141 (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment Act (72
- 142 P.S. §5490.1, et seq.) (Clean and Green Program)? Yes No
- 143 **Note:** An owner of property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in
- 144 the use of the owner's remaining enrolled property to the County Assessor 30 days before the transfer of title to a buyer. The sale
- 145 of property enrolled in the Clean and Green program may result in the loss of program enrollment and the loss of preferential tax
- 146 assessment for the property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in
- 147 the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount
- 148 of taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year
- 149 that the property was enrolled in the program, limited to the past 7 years.
- 150 (B) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941, et seq.) (an
- 151 Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water
- 152 supply, or open space uses)? Yes No
- 153 **Note:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space
- 154 land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between
- 155 the owner and the county is binding upon any buyer of the property during the period of time that the covenant is in effect (5 or
- 156 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are fol-
- 157 lowed. When a breach of covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the dif-
- 158 ference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are
- 159 charged for each year that the property was subject to the covenant, limited to the past 5 years.
- 160 (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green
- 161 and Open Space, that contains any covenants, subdivision restrictions or other restrictions affecting the Property? Yes No
- 162 Explain any yes answers you gave in this section: _____
- 163 _____

164 Seller Initials:  / _____ / _____

165 **11. SERVICE PROVIDER/CONTRACTOR INFORMATION**

- 166 (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g.,
 167 groundskeeping, pest control). Attach additional sheet if necessary: _____
 168 _____
 169 _____
 170 _____
 171 _____
 172 _____
 173 _____
- 174 (B) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water
 175 softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: _____
 176 _____
 177 _____
 178 _____
 179 _____
 180 _____
 181 _____

182 **The undersigned Seller represents that the information set forth in this document is accurate and complete to the best of Seller's**
 183 **knowledge. Seller permits Broker to share information contained in this document with prospective buyers/tenants and other real**
 184 **estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS**
 185 **STATEMENT. Seller will notify Broker in writing of any information supplied on this form which is rendered inaccurate by a**
 186 **change in the condition of the Property following completion of this form.**

187 SELLER  Jonathan Dougherty _____ DATE 04/14/2026
 3G Healthcare LLC

188 SELLER _____ DATE _____

189 SELLER _____ DATE _____