

COMMERCIAL PROPERTY INFORMATION SHEET

CPI

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

1 **PROPERTY** 195 New Castle Rd, Butler, PA 16001
 2
 3 **OWNER** Christopher Hatcher, Taunya Hatcher

4 Owner 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 Owner or a warranty or representation by any listing
 6 real estate broker (Agent for Owner), any real estate broker, or their agents.

7 **Property Type:** ☒ Office ☒ Retail ☐ Industrial ☐ Multi-family ☐ Land ☐ Institutional
 8 ☐ Hospitality ☐ Other: _____

9 **1. OWNER'S EXPERTISE** Owner does not possess expertise in contracting, engineering, environmental assessment, architecture, or
 10 other areas related to the construction and conditions of the Property and its improvements, except as follows: _____
 11

12 **2. OCCUPANCY** Do you, Owner, currently occupy the Property? ☐ Yes ☒ No
 13 If no, when did you last occupy the Property? _____

14 **3. DESCRIPTION**

15 (A) Land Area: .97 acre

16 (B) Dimensions: _____

17 (C) Shape: _____

18 (D) Building Square Footage: 1860 sq ft.

19 **4. PHYSICAL CONDITION**

20 (A) Age of Property: 1970 Additions: _____

21 (B) Roof

22 1. Age of roof(s): 20 yrs ☐ Unknown

23 2. Type of roof(s): Asphalt

24 3. Has the roof been replaced or repaired during your ownership? ☒ Yes ☐ No

25 4. Has the roof ever leaked during your ownership? ☐ Yes ☒ No

26 5. Do you know of any problems with the roof, gutters, or downspouts? ☐ Yes ☒ No

27 Explain any yes answers you give in this section: _____
 28
 29

30 (C) Structural Items, Basements and Crawl Spaces

31 1. Are you aware of any water leakage, accumulation, or dampness in the building or other structures? ☐ Yes ☒ No

32 2. Does the Property have a sump pump? ☐ Yes ☒ No

33 3. Do you know of any repairs or other attempts to control any water or dampness problem in the building or other structures?

34 ☐ Yes ☒ No

35 4. Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, floors, or

36 other structural components? ☐ Yes ☒ No

37 Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the

38 date and person by whom any repairs were done, if known: _____
 39
 40

41 (D) Mechanical Systems

42 1. Type of heating: ☒ Forced Air ☒ Hot Water ☐ Steam ☐ Radiant

43 ☐ Other: _____

44 2. Type of heating fuel: ☐ Electric ☐ Fuel Oil ☒ Natural Gas ☐ Propane (on-site) ☐ Central Plant

45 ☐ Other types of heating systems or combinations: _____

46 3. Are there any chimneys? ☒ Yes ☐ No If yes, how many? _____

47 Are they working? ☒ Yes ☐ No When were they last cleaned? _____

48 4. List any buildings (or are as in any buildings) that are not heated: _____
 49

50 5. Type of water heater: ☐ Electric ☒ Gas ☐ Oil Capacity: _____

51 ☐ Other: _____

52 **Buyer Initials:** _____ **CPI Page 1 of 7** **Owner Initials:** CH TH



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10/04

110 5. ENVIRONMENTAL

111 (A) Soil Conditions

- 112 1. Are you aware of any fill or expansive soil on the Property? ☐ Yes ☒ No
113 If yes, were soil compaction tests done? ☐ Yes ☐ No If yes, by whom? _____
114 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have
115 occurred on or affect the Property? ☐ Yes ☒ No
116 3. Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect the Property?
117 ☐ Yes ☒ No

118 Explain any yes answers you give in this section: _____
119 _____
120 _____

121 (B) Hazardous Substances

- 122 1. Are you aware of the presence of any of the following on the Property?
123 Asbestos material: ☐ Yes ☒ No
124 Formaldehyde gas and/or ureaformaldehyde foam insulation (UFFI): ☐ Yes ☒ No
125 Discoloring of soil or vegetation: ☐ Yes ☒ No
126 Oil sheen in wet areas: ☐ Yes ☒ No
127 Contamination of well or other water supply: ☐ Yes ☒ No
128 Proximity to current or former waste disposal sites: ☐ Yes ☒ No
129 Proximity to current or former commercial or industrial facilities: ☐ Yes ☒ No
130 Proximity to current, proposed, or former mines or gravel pits: ☐ Yes ☒ No
131 Radon levels above 4 pico curies per liter: ☐ Yes ☒ No
132 Use of lead-based paint: ☐ Yes ☒ No

133 **Note:** If Property contains a residence with one to four dwelling units, and the structure was constructed, or construction began,
134 before 1978, you must disclose any knowledge of lead-based paint and any reports and/or records of lead-based paint on the
135 Property.

136 Are you aware of any lead-based paint or lead-based paint hazards on the Property? ☐ Yes ☒ No
137 If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____
138 _____
139 _____

140 Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? ☐ Yes ☒ No
141 If yes, list all available reports and records: _____
142 _____
143 _____

- 144 2. To your knowledge, has the Property been tested for any hazardous substances? ☐ Yes ☒ No
145 3. Are you aware of any storage tanks on the Property? ☐ Yes ☒ No ☐ Aboveground ☐ Underground
146 Total number of storage tanks on the Property: _____ Aboveground _____ Underground
147 Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? ☐ Yes ☐ No
148 If no, identify any unregistered storage tanks: _____
149 Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? ☐ Yes ☒ No
150 Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storage
151 tank? ☐ Yes ☒ No
152 Do methods and procedures exist for the operation of tanks and for the operator's/owner's maintenance of a leak
153 detection system, an inventory control system, and a tank testing system? ☐ Yes ☒ No Explain: _____
154 _____
155 _____

156 Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Property?
157 ☐ Yes ☒ No
158 If yes, have you reported the release to and corrective action to any governmental agency? ☐ Yes ☒ No
159 Explain: _____
160 _____
161 _____

- 162 4. Do you know of any other environmental concerns that may have an impact on the Property? ☐ Yes ☒ No
163 Explain any yes answers you give in this section: _____
164 _____
165 _____

166 Buyer Initials: _____

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Owner Initials: 

6. Type of plumbing: ☒ Copper [] Galvanized [] Lead [] PVC [] Unknown
[] Other: _____
7. Are you aware of any problems with plumbing or heating systems or fixtures on the Property? [] Yes ☒ No
If yes, explain: _____
8. Type of air conditioning: ☒ Central Electric [] Central Gas [] Wall [] None Capacity: _____
List any buildings (or areas of any buildings) that are not air conditioned: _____
9. Type of electric service: 200 AMP [] 220 Volt [] 3-phase [] 1-phase [] KVA: _____
[] Other: _____ replaced within 10 yrs
Transformers: _____ Type: _____
Are you aware of any problems or repairs needed in the electrical system? [] Yes ☒ No If yes, explain: _____
10. Are you aware of any problems with any item in this section that has not already been disclosed? [] Yes ☒ No
If yes, explain: _____

(E) Site Improvements

1. Are you aware of any problems with storm-water drainage? [] Yes ☒ No
2. Are you aware of any past or present problems with driveways, parking areas, sidewalks, curbs, other paved surfaces, or retaining walls on the Property? [] Yes ☒ No
3. Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the date and person by whom any repairs were done, if known: _____

(F) Other Equipment

1. Exterior Signs: ☒ Yes [] No How many? 1 Number Illuminated: 1
2. Elevators: [] Yes ☒ No How many? _____ [] Cable [] Hydraulic rail
Working order? ☒ Yes [] No Certified through (date) _____
Date last serviced _____ Digital Road Sign
3. Skylights: [] Yes [] No How many? _____
4. Overhead Doors: [] Yes ☒ No How many? _____ Size: _____
5. Loading Docks: [] Yes ☒ No How many? _____ Levelers: [] Yes [] No
6. At grade doors: [] Yes ☒ No How many? _____
7. Are you aware of any problems with the equipment listed in this section? [] Yes ☒ No
If yes, explain: _____

(G) Fire Damage

1. To your knowledge, was there ever a fire on the Property? [] Yes ☒ No
2. Are you aware of any unrepaired fire damage to the Property and any structures on it? [] Yes [] No
If yes, explain location and extent of damage: _____

- (H) Are you aware of any problems with water and sewer lines servicing the Property? [] Yes ☒ No
If yes, explain: _____

(I) Alarm/Safety Systems

1. Fire: [] Yes ☒ No In working order? [] Yes [] No Wired for Armstrong Security
If yes, connected to: Fire Department [] Yes [] No Monitoring Service: [] Yes [] No
2. Fire extinguishers: ☒ Yes [] No
3. Smoke: ☒ Yes [] No In working order? [] Yes [] No
4. Sprinkler: [] Yes ☒ No Inspected/certified? [] Yes [] No
[] Wet [] Dry Flow rate: _____
5. Security: ☒ Yes [] No In working order? [] Yes [] No
If yes, connected to: Police Department ☒ Yes [] No Monitoring Service [] Yes [] No
6. Are there any areas of the Property that are not serviced by the systems in this section? [] Yes ☒ No
If yes, explain: _____

Buyer Initials: _____

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Owner Initials: CAH

(C) Wood Infestation

1. Are you aware of any termites/wood-destroying insects, dry rot, or pests affecting the Property? [] Yes [X] No
2. Are you aware of any damage to the Property caused by termites/wood-destroying insects, dryrot, or pests? [] Yes [X] No
3. Is the Property currently under contract by a licensed pest control company? [] Yes [X] No
4. Are you aware of any termite/pest control reports or treatments for the Property in the last five years? [] Yes [X] No

Explain any yes answers you give in this section: _____

(D) Natural Hazards/Wetlands

1. To your knowledge, is this Property, or part of it, located in a flood zone or wetlands area? [] Yes [X] No
2. Do you know of any past or present drainage or flooding problems affecting the Property? [] Yes [X] No
3. To your knowledge, is this Property, or part of it, located in an earthquake or other natural hazard zone? [] Yes [X] No

Explain any yes answers you give in this section: _____

6. UTILITIES

(A) Water

1. What is the source of your drinking water? [X] Public [] Community System [] Well on Property [] Other: _____

2. If the Property's source of water is not public:
When was the water last tested? _____
What was the result of the test? _____

Is the pumping system in working order? [] Yes [] No

If no, explain: _____

3. Is there a softener, filter, or other purification system? [] Yes [X] No

If yes, is the system: [] Leased [] Owned

4. Are you aware of any problems related to the water service? [] Yes [X] No

If yes, explain: _____

(B) Sewer/Septic

1. What is the type of sewage system? [X] Public Sewer [] Community Sewer [] On-site (or Individual) sewage system
If on-site, what type? [] Cesspool [] Drainfield [] Unknown [] Other (specify): _____

2. Is there a septic tank on the Property? [] Yes [X] No [] Unknown
If yes, what is the type of tank? [] Metal/steel [] Cement/concrete [] Fiberglass [] Unknown [] Other (specify): _____

3. When was the on-site sewage disposal system last serviced? N/A

4. Is there a sewage pump? [] Yes [] No

If yes, is it in working order? [] Yes [] No

5. Are you aware of any problems related to the sewage system? [] Yes [X] No

If yes, explain: _____

(C) Other Utilities

The Property is serviced by the following: [X] Natural Gas [X] Electricity [X] Telephone

[] Other: _____

7. TELECOMMUNICATIONS

- (A) Is a telephone system included with the sale of the Property? [] Yes [X] No

If yes, type: _____

- (B) Are ISDN lines included with the sale of the Property? [] Yes [X] No

- (C) Is the Property equipped with satellite dishes? [] Yes [X] No

If yes, how many? _____

Location: _____

- (D) Is the Property equipped forcable TV? [] Yes [X] No

If yes, number of hook-ups: _____

Location: _____

- (E) Are there fiber optics available to the Property? [] Yes [X] No Is the building wired for fiber optics? [] Yes [] No

Does the Property have T1 or other capability? [] Yes [X] No

Buyer Initials: _____

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Owner Initials: 

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8. GOVERNMENTAL ISSUES/ZONING/USE/CODES

(A) Compliance, Building Codes & OSHA

1. Do you know of any violations of federal (including ADA), state, or local laws or regulations relating to this Property? ☐ Yes ☒ No
2. Do you know of any violations of building codes or municipal ordinances concerning this Property? ☐ Yes ☒ No
3. Do you know of any health, fire, or safety violations concerning this Property? ☐ Yes ☒ No
4. Do you know of any OSHA violations concerning this Property? ☐ Yes ☒ No
5. Do you know of any improvements to the Property that were done without building or other required permits? ☐ Yes ☒ No
- Explain any yes answers you give in this section: _____

(B) Condemnation or Street Widening

1. To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thoroughfare, rail, or utility construction, a redevelopment project, street widening or lighting, or other similar public projects? ☐ Yes ☒ No
- If yes, explain: _____

(C) Zoning

1. The Property is currently zoned Commercial by the (county, ZIP) 16004
2. Current use is: ☒ conforming ☐ non-conforming ☐ permitted by variance ☐ permitted by special exception
3. Do you know of any pending or proposed changes in zoning? ☐ Yes ☒ No
- If yes, explain: _____

(D) Is there an occupancy permit for the Property? ☒ Yes ☐ No

(E) Is there a Labor and Industry Certificate for the Property? ☐ Yes ☒ No

If yes, Certificate Number is: _____

(F) Is the Property a designated historic or archeological site? ☐ Yes ☒ No

If yes, explain: _____

9. LEGAL/TITLE ISSUES

- (A) Are you aware of any encroachments or boundary line disputes regarding the Property? ☐ Yes ☒ No
- (B) Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters which affect the title of the Property? ☐ Yes ☒ No
- (C) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official records of the county recorder where the Property is located? ☐ Yes ☒ No
- (D) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain unpaid? ☐ Yes ☒ No
- (E) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? ☐ Yes ☒ No
- (F) Are you aware of any reason, including a defect in title, that would prevent you from conveying title to the Property? ☐ Yes ☒ No
- (G) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against the Property that cannot be satisfied by the proceeds of this sale? ☐ Yes ☒ No
- (H) Are you aware of any insurance claims filed relating to the Property? ☐ Yes ☒ No

Explain any yes answers you give in this section: _____

10. RESIDENTIAL UNITS

- (A) Is there a residential dwelling unit located on the Property? ☐ Yes ☒ No

If yes, number of residential dwelling units: _____

Note: If one to four residential dwelling units are to be sold with, or as part of, the Property, Owner must complete a Seller's Property Disclosure Statement, as required by the Pennsylvania Real Estate Seller's Disclosure Law (68 P.S. §7301 et. seq.).

11. TENANCY ISSUES

- (A) Are you aware of any existing leases, subleases or other tenancy agreements affecting the Property? ☐ Yes ☒ No
- (B) Are there any verbal agreements or understandings with tenants that are not specifically recorded in the lease (e.g., a promise not to increase rent, an implied agreement to let tenant end lease early, a first right of refusal on adjoining space)? ☐ Yes ☒ No
- (C) Are there any tenants for whom you do not currently have a security deposit? ☐ Yes ☒ No
- (D) Are there any tenants who have been 5 or more days late with their rent payment more than once this year? ☐ Yes ☒ No

Buyer Initials: _____

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Owner Initials: CCOH

- (E) Are there any tenants who are currently more than 30 days behind in paying rent, cam, or tax charges? ☐ Yes ☒ No
- (F) Are there any tenants who are in default of the lease for other than monetary reasons (e.g., failure to comply with rules, regulations, lease terms, etc.)? ☐ Yes ☒ No
- (G) Are there any tenants that you have reason to believe are likely to fall into default of their lease within the next six months? ☐ Yes ☒ No
- (H) Is there any tenant that you would consider evicting or not offering an opportunity for renewal? ☐ Yes ☒ No
- (I) Are you currently involved in any type of dispute with any tenant? ☐ Yes ☒ No
- Explain any yes answers you give in this section, providing names of tenants where applicable. Attach additional sheet if necessary:

12. DOMESTIC SUPPORT LIEN LEGISLATION

Has any Owner, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a domestic relations office in any Pennsylvania county? ☐ Yes ☒ No

If yes, list name and social security numbers of Owner(s) obligated to pay, the county, and the Domestic Relations File or docket number:

13. LAND USE RESTRICTIONS OTHER THAN ZONING

- (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment Act (72 P.S. §5490.1 et seq.) (Clean and Green Program)? ☐ Yes ☒ No
- Note:** An Owner of Property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use of Owner's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer. The sale of Property enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax 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 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 of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year that the Property was enrolled in the program, limited to the past 7 years.
- (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 Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water supply, or open spaces uses)? ☐ Yes ☒ No
- Note:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. When a breach of the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference 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 charged for each year that the Property was subject to the covenant, limited to the past 5 years.
- (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green and Open Space, that contains any covenants, subdivision restrictions, or other restrictions affecting the Property? ☐ Yes ☒ No
- Explain any yes answers you give in this section:

14. SERVICE PROVIDER/CONTRACTOR INFORMATION

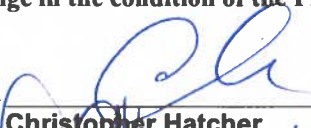
- (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g., elevators, other equipment, pest control). Attach additional sheet if necessary:
- (B) Provide the names, addresses and phone numbers of the service providers for any Alarm/Safety Contracts on the Property (e.g., security alarm system, sprinkler system, fire/smoke). Attach additional sheet if necessary:
- (C) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary:

Buyer Initials: _____

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Owner Initials: 

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

348 OWNER  DATE 7/14/20

349 OWNER  DATE 7/14/20
Taunya Hatcher

350 OWNER _____ DATE _____

351 BUYER _____ DATE _____

352 BUYER _____ DATE _____

353 BUYER _____ DATE _____

ArcGIS Web Map



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 195 New Castle Rd, Butler, PA 16001**

2 **SELLER Christopher Hatcher, Taunya Hatcher**

3 **BUYER**

4 1. TITLE

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

9 2. TITLE SEARCH CONTINGENCY

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

13 (B) A typical title search examines transfers made during the previous sixty years and may not specifically research surface or subsur-
14 face rights that have been sold or leased by a previous owner. Buyer is advised to ask their title agent about the scope and depth
15 of the title search performed prior to deciding whether to waive or elect a title search contingency pertaining to oil, gas, mineral
16 and/or surface rights.

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

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

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

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

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

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

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

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

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

35 3. EXCEPTION (IF APPLICABLE)

36 (A) Buyer is aware that the following oil, gas, mineral and/or surface rights/interests have been previously leased, assigned, sold or
37 otherwise conveyed by Seller or a previous owner of the Property (exceptions) and cannot be transferred to Buyer: _____
38 _____
39 _____
40 _____
41 _____

42 (B) Buyer acknowledges that Seller may not own 100% of all oil, gas, mineral and/or surface rights/interests to the Property and agrees
43 that, notwithstanding the default language of the Agreement of Sale regarding title to the Property, Buyer will accept only the
44 rights/interests and title that Seller is able to convey, free and clear of all other liens, encumbrances, and easements, subject to the
45 exceptions referenced above.

46 4. RESERVATION OF RIGHTS/INTERESTS (IF APPLICABLE)

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

50 ☐ Oil _____

51 ☐ Gas _____

52 ☐ Minerals _____

53 ☐ Coal _____

54 ☐ Other _____

55 Buyer Initials: _____

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Seller Initials: *CH*

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rev. 9/22; rel. 1/23



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

79 **5. SURFACE DAMAGES**

80 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-
81 ther agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages, which
82 include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and ii) any and
83 all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline right-of-way
84 agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the lease is attached to this
85 Addendum or will be provided to Buyer within _____ days (10 if not specified).

86 **6. DOMESTIC FREE GAS**

87 Seller will convey to Buyer 100% of the domestic free gas rights unless otherwise stated here _____
88

89 **7. DOCUMENTATION**

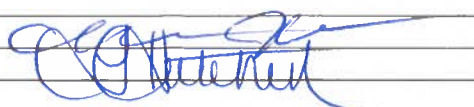
- 90 ☐ Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other doc-
91 uments relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.
- 92 ☐ Seller has attached to this Addendum copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements,
93 pipeline easements, and other documents (e.g., royalty agreements/statements) within Seller's possession having to do with prior
94 conveyances, assignments, or transfers of these rights/interests, as follows: _____
95

96 **8. ASSIGNMENT OF INTEREST**

97 Buyer, or someone acting on Buyer's behalf, will be responsible for promptly notifying any and all lessees in writing of the assignment
98 of any oil, gas and/or mineral rights/interests to Buyer. This paragraph will survive settlement.

99 **9. ADDITIONAL RESOURCES**

- 100 (A) For additional information regarding oil, gas and mineral ownership, leasing and transfer in the Commonwealth of Pennsylvania,
101 both parties are encouraged to contact the Pennsylvania Department of Environmental Protection's Bureau of Oil and Gas
102 Management, the Pennsylvania Department of Conservation and Natural Resources, or the Penn State Institute for Natural Gas
103 Research.
- 104 (B) **Prior to signing this Addendum, both parties are advised to contact legal counsel experienced in oil, gas and/or mineral**
105 **rights/interests if either has any questions about the transfer of these rights. Broker(s) and/or Licensee(s) will not provide**
106 **legal advice concerning the ownership status of the oil, gas and/or mineral rights/interests of the Property. Buyer and Seller**
107 **have been given the opportunity to negotiate the terms of this Agreement, including the reservation of oil, gas and/or miner-**
108 **al rights/interests. All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.**

109 BUYER _____	DATE _____
110 BUYER _____	DATE _____
111 BUYER _____	DATE _____
112 SELLER 	DATE <u>7/14/20</u>
113 SELLER Christopher Hatcher	DATE <u>7/14/20</u>
114 SELLER Taunya Hatcher	DATE _____

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** 195 New Castle Rd, Butler, PA 16001

2 **SELLER** Christopher Hatcher, Taunya Hatcher

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 vised 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:** CH

OGMD Page 1 of 3

Buyer's Initials: _____ / _____



Butler South, 248 New Castle Rd Butler PA 16001
Charles Swidzinski

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195 New Castle Rd

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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 (B) Surface rights excepted: _____

63 **5. SURFACE DAMAGES**

64 (A) Damages

- 65 1. Are you entitled to or do you receive surface damages, including pipeline rights-of-way, well pad sites, compression sites and
66 standing marketable timber, according to the terms of the current lease? ☐ Yes ☐ No
- 67 2. If known, what limitations are contained in the lease? _____
- 68 3. If applicable, is the right to claim surface damages and/or remediation rights transferable to a buyer? ☐ Yes ☐ No
- 69 4. Seller understands that the exclusive right to receive surface damages will be assigned to the buyer of the property unless oth-
70 erwise stated _____

71 (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
72 further agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages,
73 which include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and
74 ii) any and all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline
75 right-of-way agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the
76 lease is attached to this Disclosure or will be provided to Buyer within _____ days (10 if not specified).

77 **6. DOMESTIC FREE GAS**

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

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

81 **7. DOCUMENTATION**

- 82 ☐ Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other docu-
83 ments relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.
- 84 ☐ Seller has attached to this Disclosure copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements,
85 pipeline easements, and other documents (e.g., royalty agreements) within Seller's possession having to do with prior convey-
86 ances, assignments, or transfers of these rights/interests, as follows: _____

87 **8. EASEMENTS & LEGAL ISSUES**

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

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

92 Seller's Initials: CAH

93 OGMD Page 2 of 3

94 Buyer's Initials: _____ / _____

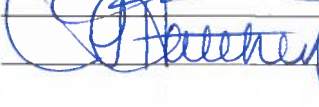
- 98 (C) Are you aware of any insurance claims filed relating to the oil, gas, mineral and/or other rights discussed herein? ☐ Yes ☐ No
99 (D) Are you aware of any apportionment or allocation issues affecting the Property? ☐ Yes ☐ No
100 (E) Because each interest may be transferred separately (e.g., surface rights transferred separately from mineral rights), each parcel
101 might be identified with a separate Tax Identification Number or parcel number.

102 **9. VALUATION**

103 The parties understand that no licensee acting on Seller's behalf is an expert in establishing a value for the subsurface rights to the
104 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
105 the subsurface rights to the Property.

106 **10. OTHER**

107 _____
108 _____
109 _____
110 _____

111 **SELLER**  **Christopher Hatcher** **DATE** 7/14/20
112 **SELLER**  **Taunya Hatcher** **DATE** 7/14/20
113 **SELLER** _____ **DATE** _____

114 **RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

115 The undersigned Buyer acknowledges receipt of this Disclosure. Buyer acknowledges that this Statement is not a warranty
116 and that Buyer is purchasing the Property with only the oil, gas and/or mineral rights/interests that Seller is able and willing to
117 convey. It is Buyer's responsibility to satisfy himself or herself as to the ownership status of the oil, gas and/or mineral rights/
118 interests to the Property. Buyer may investigate the ownership status of the oil, gas and/or mineral rights/interests, at Buyer's
119 expense and by qualified professionals.

120 **BUYER** _____ **DATE** _____
121 **BUYER** _____ **DATE** _____
122 **BUYER** _____ **DATE** _____