

**COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT**

PROPERTY ADDRESS 858 New Castle Rd, Butler, PA 16001  
OWNER(S)/SELLER(S) Mark Thomas  
BUYER(S) \_\_\_\_\_

This form is not a substitute for the West Penn Multi-List, Inc. (WPML) Seller Disclosure Statement, but rather is a supplement to the disclosure forms required by the Pennsylvania Seller Disclosure Law as may be amended. The WPML is not responsible for the information contained herein. This form is to be completed by Seller and thoroughly reviewed by Buyer, and the bottom of each page should be initialed by both Buyer and Seller following this review. Surface and subsurface rights may be transferred together, but sometimes they are transferred separately. Despite the best intentions of Sellers, property owners are often not aware of the precise extent of the coal, oil, gas and/or mineral interests/rights that they may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the coal, oil, gas and/or mineral interests and/or rights for the Property. This form is not a substitute for any inspections or warranties that Buyer may wish to obtain. Buyer has the right and opportunity to obtain a complete mineral/oil and gas title search to verify the chain of title of the mineral/oil and gas rights for the subject Property. The responses provided below are given to the best of Seller's knowledge and may not reflect all coal, oil, gas and/or mineral interests/rights 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, their licensees or the WPML. Buyer is advised to conduct a full examination of coal, oil, gas and/or mineral interests/rights for the Property.

**1. RESERVATION OF COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS**

- (A) Seller is reserving the following coal, oil, gas and/or mineral interests/rights as indicated, and such rights are not being transferred to Buyer:
- Coal \_\_\_\_\_
  - Oil \_\_\_\_\_
  - Gas \_\_\_\_\_
  - Minerals \_\_\_\_\_
  - Other \_\_\_\_\_

*NO O, G, M  
Rights being transfer*

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

- (B) Seller's reservation does not apply to domestic free gas and surface damage interests/rights, as described herein.  
(C) Any warranty of title identified in the Agreement of Sale does not pertain to the coal, oil, gas and/or mineral interests/rights that are reserved by Seller. Seller will not defend title to these interests/rights and does not covenant that Buyer will have quiet enjoyment of these interests/rights.

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

- (A) Seller is aware that the following coal, oil, gas, mineral and/or surface 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:
- Coal \_\_\_\_\_
  - Oil \_\_\_\_\_
  - Gas \_\_\_\_\_
  - Minerals \_\_\_\_\_
  - Other \_\_\_\_\_

- (B) Buyer acknowledges that Seller's failure to disclose or identify an exception does not establish Buyer is entitled to such interests/rights. 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 coal, oil, gas and/or mineral rights/interests for the Property. Buyer further acknowledges his/her right to obtain a title search and/or to conduct a complete examination of all coal, oil, gas and/or mineral interests/rights for the Property. A typical title search examines transfers made during the previous sixty years and may not specifically research surface or subsurface rights that have been sold or leased by a previous owner. Buyer is advised to ask their title agent about the scope and depth of the title search performed prior to deciding whether to waive or elect a title search contingency pertaining to oil, gas, mineral and/or surface rights.  
(C) Buyer acknowledges the warrant of title in the Agreement of Sale does not pertain to the coal, oil, gas and/or mineral interests/rights that have been excepted. Seller will not defend title to these interests/rights and does not covenant that Buyer will have quiet enjoyment of these interests/rights.  
(D) Oil, gas and/or mineral rights and interests that have been previously conveyed are commonly transferred numerous times, with or without proper recording or notice, from owner to owner as well as by corporate acquisitions. Buyer understands that any information provided by Seller herein about Seller's knowledge of the excepted rights is only given to the best of Seller's ability and may not be current.

Seller Initials: MT

Buyer Initials: \_\_\_\_\_ / \_\_\_\_\_

**COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT**  
**(continued)**

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

- Oil \_\_\_\_\_
- Gas \_\_\_\_\_
- Minerals \_\_\_\_\_
- Coal \_\_\_\_\_
- Other \_\_\_\_\_

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

- Oil \_\_\_\_\_ Unknown \_\_\_\_\_
- Gas \_\_\_\_\_ Unknown \_\_\_\_\_
- Minerals \_\_\_\_\_ Unknown \_\_\_\_\_
- Coal \_\_\_\_\_ Unknown \_\_\_\_\_
- Other \_\_\_\_\_ Unknown \_\_\_\_\_

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

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

(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 conveyed, excepted or reserved. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

**4. SURFACE RIGHTS**

(A) Surface rights owned by Seller: \_\_\_\_\_

(B) Surface rights excepted: \_\_\_\_\_

**5. SURFACE DAMAGES**

(A) The parties acknowledge certain rights exist regarding surface damage as described herein. In the event Seller is reserving and retaining coal, oil, gas and/or mineral interests/rights as set forth in Paragraph 1(A) above, 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 coal, oil, gas and/or mineral rights lease, pipeline right-of-way agreement or other surface use agreement pertaining to the Property. Seller hereby agrees to provide a complete copy of the applicable lease upon written receipt of such a demand. 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).

(B) 1. Are you entitled to or do you receive surface damages, including pipeline rights-of way, well pad sites, compression sites and standing marketable timber, according to the terms of the current lease?  Yes  No  
2. If known, what limitations are contained in the lease? \_\_\_\_\_

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

4. Seller understands that the exclusive right to receive surface damages will be assigned to the buyer of the property unless otherwise stated: \_\_\_\_\_

**6. DOMESTIC FREE GAS**

(A) Domestic Free Gas is commonly referred to as 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.

(B) If transferrable, Seller will convey to Buyer 100% of the Domestic Free Gas interests/rights unless otherwise stated herein. Any such restrictions are explained as follows: \_\_\_\_\_

**7. ASSIGNMENT OF LEASES**

Seller is aware that the following leases of coal, oil, gas and/or mineral interests/rights have been assigned from the original lessee to another entity:

- Coal \_\_\_\_\_
- Oil \_\_\_\_\_
- Gas \_\_\_\_\_
- Minerals \_\_\_\_\_
- Other \_\_\_\_\_

*Lease being reserved by seller*

Seller Initials: MI

Buyer Initials: \_\_\_\_\_ / \_\_\_\_\_

**COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT**  
**(continued)**

**8. SUPPORTING DOCUMENTATION**

- To the best of Seller's knowledge, information and belief, Seller does not have supporting documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other documents relating to prior conveyances, assignments or transfers of the coal, oil, gas and/or mineral interests/rights to the Property.
- If Seller has indicated they do not have supporting documentation, but believe such documents may exist and are aware of the location of same, they should disclose any knowledge of the location of such documents by providing information as to where they believe such documents are located, with designation of the address and contact information, including name, address, phone number and e-mail of the custodian:  
\_\_\_\_\_
- Seller has attached to this Disclosure Statement copies of all written coal, oil, gas and/or mineral rights leases, addenda, surface use agreements, pipeline easements and other documents (i.e. royalty agreements) within Seller's possession having to do with prior conveyances, assignments or transfers of these interests/rights, as follows: \_\_\_\_\_

**9. EASEMENTS & LEGAL ISSUES**


- (A) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters, whether recorded or unrecorded, which affect title of the Property?  Yes  No
- (B) Are you aware of any existing or threatened action, suit, or government proceeding relating to the coal, oil, gas, mineral and/or other rights discussed herein?  Yes  No
- (C) Are you aware of any insurance claims filed relating to the coal, oil, gas, mineral and/or other rights discussed herein?  Yes  No
- (D) Are you aware of any apportionment or allocation issues affecting the Property?  Yes  No
- (E) Because each interest may be transferred separately (e.g., surface rights transferred separately from mineral rights), each parcel might be identified with a separate Tax Identification Number or parcel number.

**10. 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 coal, 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.

**11. ADDITIONAL INFORMATION RELATIVE TO THE SUBJECT INTERESTS/RIGHTS**

\_\_\_\_\_  
\_\_\_\_\_

SELLER  DATE 5/16/28  
**Mark Thomas**  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGEMENT BY BUYER(S)**

The undersigned Buyer(s) acknowledge receipt of this Disclosure and that the representations herein have been made solely by the Seller(s). Buyer(s) further acknowledge the right to request further verification and/or to obtain a detailed title search relative to any of the subject interests/rights. Buyer(s) acknowledge that this Statement is not a warranty and that Buyer is purchasing the Property with only the coal, oil, gas and/or mineral interests/rights that Seller is able and willing to convey. It is Buyer's responsibility to satisfy himself/herself as to the ownership status of the coal, oil, gas and/or mineral interests/rights to the Property. Buyer(s) may investigate the ownership status of the coal, oil, gas and/or mineral interests/rights, at Buyer's expense and by qualified professionals. Buyer(s) may also obtain a title search which specifically includes the chain of title of the mineral/oil and gas rights.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Exhibit A

All those certain pieces, parcels or tracts of land located in Franklin Township, Butler County, Pennsylvania described as follows:

1. Butler County Tax Parcel No. 170-3F80-15 consisting of 11.598 acres of vacant land
2. Butler County Tax Parcel No. 170-3F80-28 consisting of 5.46 acres with trailer and shed
3. Butler County Tax Parcel No. 170-3F80-28B2 consisting of 3.42 acres of vacant land
4. Butler County Tax Parcel No. 170-3F80-28B3 consisting of 18.387 acres with sheds
5. Butler County Tax Parcel No. 170-3F80-28B4 consisting of 10.15 acres with Industrial Building , Trailer, Sheds and Shelter
6. Butler County Tax Parcel No. 170-3F80-28B6 consisting of 38.956 acres of vacant land
7. Butler County Tax Parcel No. 170-3F80-36D (titled in the name of Greenlawn Burial Estates) consisting of 1.96 acres of vacant land.

MAIL TO  
JAMES COULTER  
DILLON MCCANDLESS KING COULTER & GRAHAM  
128 W CUNNINGHAM STREET  
BUTLER PA 16001