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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).

PROPERTY 0 Shaffer Rd, Ellwood City, PA 16117

SELLER Richard R Nussbaumer Jr, Mary L Nussbaumer

BUYER _____

Surface and subsurface rights are often transferred together, but sometimes are transferred separately. Despite the best intentions of sellers, property owners are often not aware of the precise extent of the oil, gas and/or mineral rights/interests that they may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the oil, gas and/or mineral rights/interests for the Property and is not a substitute for any inspections or warranties that Buyer may wish to obtain. The responses provided below are given to the best of Seller's knowledge and may not reflect all oil, gas and/or mineral rights/interests for the Property. The statements contained herein are not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is advised to conduct a full examination of oil, gas and/or mineral rights/interests for the Property.

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

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

- [X] Oil _____
- [X] Gas _____
- [X] Minerals _____
- [X] Coal _____
- [ ] Other _____

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

- Oil _____ [ ] unknown
- Gas _____ [ ] unknown
- Minerals _____ [ ] unknown
- Coal _____ [ ] unknown
- Other _____ [ ] unknown

(C) Seller [ ] is [X] 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.

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

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

- [ ] Oil _____
- [ ] Gas _____
- [ ] Minerals _____
- [ ] Coal _____
- [ ] Other _____

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

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

(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.

Initial

Seller's Initials: _____ / _____

Buyer's Initials: _____ / _____

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rev. 9/22; rel. 1/23

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Daniel Humes

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

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

- ☐ Oil _____
- ☐ Gas _____
- ☐ Minerals _____
- ☐ Coal _____
- ☒ Other **Negotiable**

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 rights/interests, which are set forth below.

(C) The warranty of title identified in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that are reserved by Seller. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

4. SURFACE RIGHTS

(A) Surface rights owned by Seller: **All**

(B) Surface rights excepted: _____

5. SURFACE DAMAGES

(A) Damages

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 _____

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

6. DOMESTIC FREE GAS

(A) Generally, Domestic Free Gas is 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 transferable, Seller will convey to Buyer 100% of the domestic free gas rights/interests.

7. DOCUMENTATION

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

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

8. 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 oil, gas, mineral and/or other rights discussed herein? ☐ Yes ☒ No

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(C) Are you aware of any insurance claims filed relating to the 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.

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

_____

_____

_____

_____

Signed by:
A5E5C096F03745F...

SELLER _____ **Richard R Nussbaumer Jr** **DATE** 11/7/2025

SELLER _____ **Mary L Nussbaumer** **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** _____

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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).

PROPERTY 0 Shaffer Rd, Ellwood City, PA 16117

SELLER(S) Richard R Nussbaumer Jr, Mary L Nussbaumer

Seller is providing information to help Broker market the Property. This Statement **is not a substitute for any inspections or warranties 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 estate broker (Agent for Seller), any real estate broker, or their agents.

1. SELLER'S INFORMATION

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

(B) The individual completing this form is the:

- ☐ Owner
- ☐ Executor
- ☐ Administrator
- ☐ Trustee
- ☐ Power of Attorney

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

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

3. LAND (SOILS, DRAINAGE AND BOUNDARIES)

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

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

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

(D) To your knowledge, is the Property, or any part of it, located in a Special Flood Hazard Area or a wetlands area? ☐ Yes ☐ No

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

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

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

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

4. HAZARDOUS SUBSTANCES

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

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

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

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

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

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

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

1. Total number of storage tanks on the Property: _____ Aboveground _____ Underground
2. Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? ☐ Yes ☐ No
3. If no, identify any unregistered storage tanks: _____

Seller Initials: RRN MLN Initial

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4. Has any storage tank permit ever been revoked? ☐ Yes ☐ No
5. 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 tank? ☐ Yes ☐ No
6. Do you know if methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance of a leak detection system, an inventory control system, and a tank testing system? ☐ Yes ☐ No
   Explain: _____
7. To your knowledge, has there been any release, or any corrective action taken in response to a release, from any of the storage tanks on the Property? ☐ Yes ☐ No
8. If yes, has the release and corrective action been reported to any governmental agency? ☐ Yes ☐ No

Explain any yes answers that you give in this section, describing the locations and the extent of the issue, if known, and attach all reports and records: _____

_____

5. STATUS OF UTILITIES

(A) Source of water:

☐ Public Water ☐ Connected ☐ Not Connected
☐ On-Site Water ☐ Connected ☐ Not Connected
☐ Community Water ☐ Connected ☐ Not Connected
☐ None

1. If known, provide the date the water was last tested _____
2. What was the result of the test? _____
3. To your knowledge, is the pumping system in working order? ☐ Yes ☐ No ☐ Not Applicable
   If no, explain: _____
4. Are you aware of any problems related to the water service? ☐ Yes ☐ No
   If yes, explain: _____
5. If the Property is serviced by community water, do you have supporting documentation? ☐ Yes ☐ No ☐ Not Applicable

(B) Sewage system:

☐ Public Sewer ☐ Private Sewer ☐ Septic Tank
☐ Cesspool ☐ Holding Tank ☐ None
☐ Other _____

1. Do you have a current Site Investigation and Percolation Test Report for On-lot Disposal of Sewage issued by the Department of Environmental Protection? ☐ Yes ☐ No
2. If there is a septic tank on the Property, what is the type of tank?
   ☐ Metal/steel ☐ Cement/concrete ☐ Fiberglass ☐ Unknown ☐ Other (specify): _____
3. If known, provide the date the on-site sewage disposal system was last serviced _____
4. Is there a sewage pump? ☐ Yes ☐ No ☐ Unknown
   If yes, is it in working order? ☐ Yes ☐ No
5. Are you aware of any problems related to the sewage system? ☐ Yes ☐ No
   If yes, explain: _____

   _____
6. If the Property is serviced by public sewer, do you have supporting documentation? ☐ Yes ☐ No

6. GOVERNMENTAL ISSUES/ZONING/USE/CODES

(A) Do you know of any violations of federal, state or local laws or regulations relating to this Property? ☐ Yes ☐ No

(B) To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thoroughfare, rail or utility construction, are development project, street widening or lighting, or other similar public projects?
☐ Yes ☐ No

(C) The Property is currently zoned _____
by the _____ (municipality).

(D) Do you know of any pending or proposed changes in zoning? ☐ Yes ☐ No

(E) Current use is: ☐ conforming ☐ non-conforming ☐ permitted by variance ☐ permitted by special exception

(F) To your knowledge, is the Property a designated historic or archeological site? ☐ Yes ☐ No

Explain any yes answers you gave in this section: _____

_____

7. LEGAL/TITLE ISSUES

(A) 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

(B) 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

(C) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain unpaid? ☐ Yes ☐ No

(D) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? ☐ Yes ☐ No

(E) Are you aware of any reason, including a defect in title, that would prevent you from conveying free and clear title to the Property? ☐ Yes ☐ No

(F) 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

(G) Are you aware of any insurance claims filed relating to the property? ☐ Yes ☐ No

(H) Is the Property, or any part of it, leased to a third party? ☐ Yes ☐ No

Explain any yes answers you gave in this section: _____

_____

8. OIL, GAS, AND MINERAL RIGHTS

(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 Property? ☐ Yes ☐ No

(B) Are you reserving any oil, gas, and/or mineral rights? ☐ Yes ☐ No

(C) Is the Property, or any part of it, leased for the purpose of oil, gas, and/or mineral excavation or exploration? ☐ Yes ☐ No
If yes, is the Property pooled or unitized? ☐ Yes ☐ No

(D) Does Seller receive any royalty payments due to any past or present oil, gas, and/or mineral excavation or exploration activities on the Property? ☐ Yes ☐ No

Explain any yes answers you give in this section, attaching copies of complete leases, where applicable: _____

_____

9. DOMESTIC SUPPORT LIEN LEGISLATION

(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 domestic relations office in any Pennsylvania county? ☐ Yes ☐ No
If yes, list name and social security numbers of Seller(s) obligated to pay, the county, and the Domestic Relations File or docket number: _____

_____

(B) Is any Seller currently separated from or in the process of obtaining a divorce from a spouse? ☐ Yes ☐ No
If yes, is there currently a separation or property settlement order in place? ☐ Yes ☐ No

10. 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,etseq.)(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 the owner's remaining enrolled property to the County Assessor 30 days before the transfer of title to a 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 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 space 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 the 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 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 gave in this section: _____

_____

Seller Initials: Initial _____

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11. 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., groundskeeping, pest control). Attach additional sheet if necessary: _____

(B) 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: _____

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

SELLER Signed by: _____ **DATE** 11/7/2025
A5E5C096F03745F...
Richard R Nussbaumer Jr

SELLER _____ **DATE** _____
Mary L Nussbaumer

SELLER _____ **DATE** _____