

OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS ADDENDUM TO EXCLUSIVE LISTING CONTRACT

OGMX

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1 **PROPERTY** 4295 Oil Creek Road, Spartansburg, PA 16434

2 **BROKER (Company)** Timberland Realty

3 **SELLER** Marlin E. Hostettler, Kaylene F. Hostettler

4 **The following is to be completed by Seller to indicate Seller's knowledge of and/or intentions about the oil, gas and/or mineral**
5 **rights/interests for the Property.**

6 **1. OIL RIGHTS/INTERESTS**

7 **(A) Oil Rights/Interests Excepted**

- 8 1. Are you aware of any oil rights/interests that have been previously leased, assigned, sold, or otherwise conveyed by yourself
9 or a previous owner of the Property? ☐ Yes ☒ No
10 2. To your knowledge, have any transferred oil rights/interests been assigned to another entity? ☐ Yes ☒ No
11 3. Please explain any "yes" answers: _____
12 _____
13 _____
14 _____

15 **(B) Oil Rights/Interests Reserved**

- 16 1. Are you reserving any oil rights/interests, if owned? ☐ Yes ☒ No ☐ Negotiable
17 2. If yes or negotiable, please explain including the percentage of non-excepted oil rights/interests you are reserving for yourself
18 _____
19 _____

20 **(C) Oil Rights/Interests Royalties**

- 21 1. Are you reserving any royalties earned from oil rights/interests for the Property, if any? ☐ Yes ☒ No
22 2. If yes, please explain including the percentage of royalties earned from oil rights/interests for the Property which you are re-
23 serving for yourself _____
24 _____
25 _____

26 **2. GAS RIGHTS/INTERESTS**

27 **(A) Gas Rights/Interests Excepted**

- 28 1. Are you aware of any gas rights/interests that have been previously leased, assigned, sold, or otherwise conveyed by yourself
29 or a previous owner of the Property? ☐ Yes ☒ No
30 2. To your knowledge, have any transferred gas rights/interests been assigned to another entity? ☐ Yes ☒ No
31 3. Please explain any "yes" answers: _____
32 _____
33 _____
34 _____

35 **(B) Gas Rights/Interests Reserved**

- 36 1. Are you reserving any gas rights/interests, if owned? ☐ Yes ☒ No ☐ Negotiable
37 2. If yes or negotiable, please explain including the percentage of non-excepted gas rights/interests you are reserving for yourself
38 _____
39 _____

40 **(C) Gas Rights/Interests Royalties**

- 41 1. Are you reserving any royalties earned from gas rights/interests for the Property, if any? ☐ Yes ☒ No
42 2. If yes, please explain including the percentage of royalties earned from gas rights/interests for the Property which you are re-
43 serving for yourself _____
44 _____
45 _____

46 **3. MINERAL RIGHTS/INTERESTS**

47 **(A) Mineral Rights/Interests Excepted**

- 48 1. Are you aware of any mineral rights/interests that have been previously leased, assigned, sold, or otherwise conveyed by
49 yourself or a previous owner of the Property? ☐ Yes ☒ No
50 2. To your knowledge, have any transferred mineral rights/interests been assigned to another entity? ☐ Yes ☒ No

51 **Seller Initials:**

DS DS
MEH KFH

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1/17; rel.7/17

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Brian Bullard

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Phone: (716)962-9935

Fax:

Marlin and

3. Please explain any "yes" answers: _____

(B) Mineral Rights/Interests Reserved

1. Are you reserving any mineral rights/interests, if owned? ☐ Yes ☒ No ☐ Negotiable
 2. If yes or negotiable, please explain including the percentage of non-excepted mineral rights/interests you are reserving for yourself _____

(C) Mineral Rights/Interests Royalties

1. Are you reserving any royalties earned from mineral rights/interests for the Property, if any? ☐ Yes ☒ No
 2. If yes, please explain including the percentage of royalties earned from mineral rights/interests for the Property which you are reserving for yourself _____

4. OTHER RIGHTS/INTERESTS**(A) Other Rights/Interests Excepted**

1. Are you aware of any other rights/interests that have been previously leased, assigned, sold, or otherwise conveyed by yourself or a previous owner of the Property? ☐ Yes ☒ No
 2. To your knowledge, have any transferred rights/interests been assigned to another entity? ☐ Yes ☒ No
 3. Please explain any "yes" answers: _____

(B) Other Rights/Interests Reserved

1. Are you reserving any other rights/interests, if owned? ☐ Yes ☒ No ☐ Negotiable
 2. If yes or negotiable, please explain including the percentage of other non-excepted rights/interests you are reserving for yourself _____

(C) Other Rights/Interests Royalties

1. Are you reserving any royalties earned from other rights/interests for the Property, if any? ☐ Yes ☒ No
 2. If yes, please explain including the percentage of royalties earned from other rights/interests for the Property which you are reserving for yourself _____

5. LEASES AND ASSIGNMENTS

- (A) Do you have a copy of the current lease(s) and/or assignment(s) for any oil, gas and/or mineral rights/interests to the Property?
☐ Yes ☒ No

☐ A copy of the current lease(s) and/or assignment(s) and addenda are attached

(B) Name of Lessee(s) _____

Execution Date _____ Term _____ Auto-renewing? ☐ Yes ☐ No

Counsel for Lessee _____

Contact Information _____

Counsel for Lessor _____

Contact Information _____

(C) Name of Assignee(s) _____

Execution Date _____ Term _____ Auto-renewing? ☐ Yes ☐ No

Counsel for Assignee _____

Contact Information _____

Counsel for Assignor _____

Contact Information _____

(D) Domestic Free Gas

1. 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.
 2. Are you entitled to or do you receive Domestic Free Gas according to the terms of the current lease? ☐ Yes ☒ No
 3. If known, what limitations are contained in the lease? _____

4. Seller understands that the right to receive Domestic Free Gas will be assigned to the buyer of the Property unless otherwise stated _____

Seller Initials: MEH KFH

(E) Surface Damages

1. Are you entitled to or do you receive surface damages, including pipeline rights-of-way, well pad sites, compressor 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 transferrable 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. 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 the 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/interests to the Property? ☐ Yes ☒ No
- (C) Are you aware of any insurance claims filed relating to the oil, gas, mineral and/or other rights/interests to the Property? ☐ Yes ☒ No
- (D) Are you aware of any apportionment or allocation issues affecting the Property? ☐ Yes ☒ No
- (E) Are you aware of a separate Tax Identification Number for any oil, gas, mineral and/or other rights/interests to the Property? ☐ Yes ☒ No

Explain any yes answers you give in this section: _____

7. WARRANTIES

- (A) The warranty of title identified 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 is not required to defend title to these rights/interests and will not be required to covenant that the buyer will have quiet enjoyment of these rights/interests.
- (B) Unless otherwise stated, the Agreement of Sale presumes that the Property will be transferred with a special warranty deed.

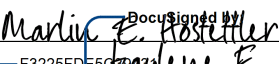
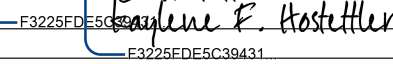
8. VALUATION

- (A) Seller understands that neither Broker, nor any licensee acting on Broker'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. Seller may, at Seller's expense, hire an expert to appraise the subsurface rights to the Property.
- (B) Seller and Broker have agreed on a listing price, which takes into consideration the Property, the package of subsurface rights being conveyed, and Broker's compensation. If, after the parties have signed this Agreement, Seller decides to decrease the amount of subsurface rights being conveyed, Broker may terminate or renegotiate the Listing Agreement.
- (C) Seller understands that electing to retain some of the oil, gas, and/or mineral rights/interests may affect the marketability of the Property.

9. OTHER

The undersigned Seller hereby authorizes Broker, or a licensee acting on Broker's behalf, to obtain from the lessee(s) named herein a copy of all current leases, with all amendments and attachments thereto, for oil, gas, mineral and/or other rights/interests pertaining to the Property indicated above. This authorization will remain effective from the date of my signature until the expiration of the attached employment contract with Broker. Seller may revoke this authorization at any time by providing written notice to Broker and/or lessee(s).

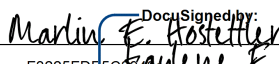
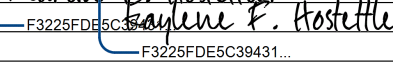
DocuSigned by:

SELLER		Marlin E. Hostettler	DATE	8/12/2021
SELLER		Kaylene F. Hostettler	DATE	8/12/2021
SELLER			DATE	

The undersigned Seller represents that the information set forth in this document is accurate and complete to the best of Seller's knowledge. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller hereby agrees to refrain from entering into negotiations for leases or easements which may encumber the Property and will notify Broker in writing if any information supplied on this form is found to be inaccurate following completion of this form.

If Seller has any questions about the content of this form, Seller is advised to consult with an attorney prior to signing.

DocuSigned by:

SELLER		Marlin E. Hostettler	DATE	8/12/2021
SELLER		Kaylene F. Hostettler	DATE	8/12/2021
SELLER			DATE	