

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** Kinney Road South , Genesee, PA 16923
2 **SELLER** Lyme Allegheny Land Co. II, LLC
3 **BUYER** _____

4 **This Property is (select one):**
5 **subject to a lease affecting subsurface rights.**
6 **not subject to a lease affecting subsurface rights.**

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

15 **1. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS EXCEPTED**

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

- 18 **Oil** Previously reserved by others
- 19 **Gas** Previously reserved by others
- 20 **Minerals** Previously reserved by others
- 21 **Coal** _____
- 22 **Other** _____

23 (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-
24 vised to conduct a full examination of all oil, gas and/or mineral rights/interests for the Property.

25 (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-
26 cepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these
27 rights/interests.

28 **2. SELLER'S RESERVATION OF OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS**

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

- 30 **Oil** _____
- 31 **Gas** _____
- 32 **Minerals** _____
- 33 **Coal** _____
- 34 **Other** _____

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

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

37 (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
38 reserved by Seller. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment
39 of these rights/interests.

40 **3. DOMESTIC FREE GAS**

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

43 (B) Seller will convey to Buyer 100% of the domestic free gas rights/interests unless otherwise stated here _____
44 _____

45 **4. SURFACE DAMAGES**

46 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
47 agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages, which in-
48 clude, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and ii) any and
49 all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline right-of-way
50 agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the lease is attached to this
51 Disclosure or will be provided to Buyer within _____ days (10 if not specified).

52 **Seller's Initials:** TM _____ **OGMD Page 1 of 2** **Buyer's Initials:** _____ / _____



53 **5. ASSIGNMENT OF LEASES**

54 Seller is aware that the following leases of oil, gas and/or mineral rights/interests have been assigned from the original lessee to an-
55 other entity:

- 56 Oil _____
- 57 Gas _____
- 58 Minerals _____
- 59 Coal _____
- 60 Other _____

61 **6. DOCUMENTATION**

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

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

70 **7. Other**

71 _____
72 _____
73 _____
74 _____

75 **SELLER** DocuSigned by:
Thomas R Morrow
7CD2EA9C813F4F8... Lyme Allegheny Land Co. II, LLC **DATE** 3/22/2022

76 **SELLER** _____ **DATE** _____

77 **SELLER** _____ **DATE** _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

84 **BUYER** _____ **DATE** _____

85 **BUYER** _____ **DATE** _____

86 **BUYER** _____ **DATE** _____