

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** 250 N Boundary St Butler Pa 16001
 2 **Seller** Charles Counts
 3 **Buyer** _____

4 **Surface and subsurface rights are often transferred together, but sometimes are transferred separately. Despite the best intentions**
 5 **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**
 6 **may not own. the following has been completed by Seller to indicate Seller’s knowledge of and intentions about the oil, gas and/or**
 7 **mineral rights/interests for the Property and is not a substitute for any inspections or warranties that Buyer may wish to obtain.**
 8 **the responses provided below are given to the best of Seller’s knowledge and may not reflect all oil, gas and/or mineral rights/in-**
 9 **terests for the Property. the statements contained herein are not a warranty of any kind by Seller or a warranty or representation**
 10 **by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is advised to conduct a full examination of**
 11 **oil, gas and/or mineral rights/interests for the Property.**

12 1. Oil, Gas and/or Mineral Rights/Interests Excepted

- 13 (A) Seller is aware that the following oil, gas and/or mineral rights/interests have been previously leased, sold or otherwise conveyed
 14 by Seller or a previous owner of the Property (exceptions) as indicated and is not transferring them to Buyer:
 15 Oil _____
 16 Gas _____
 17 Minerals _____
 18 Coal _____
 19 Other _____
- 20 (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-
 21 vised to conduct a full examination of all oil, gas and/or mineral rights/interests for the Property.
- 22 (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-
 23 cepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these
 24 rights/interests.

25 2. Seller’s Reservation Of Oil, Gas and/or Mineral Rights/Interests

- 26 (A) Seller is reserving the following oil, gas and/or mineral rights/interests as indicated and is not transferring them to Buyer:
 27 Oil _____
 28 Gas _____
 29 Minerals _____
 30 Coal _____
 31 Other _____
- 32 This reservation(s) will be executed in its entirety at settlement, unless otherwise indicated.
- 33 (B) Seller’s reservation does not apply to domestic free gas and surface damage rights/interests, which are set forth below.
- 34 (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 re-
 35 served by Seller. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of
 36 these rights/interests.

37 3. Domestic free Gas

- 38 (A) Generally, Domestic Free Gas is a byproduct of the drilling process which can be supplied to a residential structure located on the
 39 property where drilling takes place to be used for heating the structure.
- 40 (B) Seller will convey to Buyer 100% of the domestic free gas rights/interests unless otherwise stated here _____
 41 _____

42 4. Surface Damages

43 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
 44 agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages, which in-
 45 clude, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and ii) any and
 46 all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline right-of-way
 47 agreement or other surface use agreement pertaining to the Property. Copy of the applicable language of the lease is attached to this
 48 Disclosure or will be provided to Buyer within _____ days (10 if not specified).

49 **Seller’s Initials**
9:27 AM EDT
dotloop verified

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Buyer’s Initials /

50 **5. Assignment Of Leases**

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

- 53 Oil _____
- 54 Gas _____
- 55 Minerals _____
- 56 Coal _____
- 57 Other _____

58 **6. Documentation**

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

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

64 _____
65 _____
66 _____

67 **7. Other**

68 _____
69 _____
70 _____
71 _____

72 Seller	<div style="border: 1px solid black; padding: 2px; display: inline-block;"><i>Charles Counts</i></div>	Date	<u>02-08-2026</u>
73 Seller	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Date	_____
74 Seller	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Date	_____

Receipt and Acknowledgement By Buyer

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

81 Buyer	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Date	_____
82 Buyer	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Date	_____
83 Buyer	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Date	_____

CERTIFICATE *of* SIGNATURE

REF. NUMBER
Q3GMS-VMJWC-IQKLV-JYMHW

DOCUMENT COMPLETED BY ALL PARTIES ON
08 FEB 2026 20:16:14
UTC

SIGNER

CJ COUNTS

EMAIL
CJ@COUNTSPROPERTIES.COM

TIMESTAMP

SENT
08 FEB 2026 20:15:05

VIEWED
08 FEB 2026 20:15:20

SIGNED
08 FEB 2026 20:16:14

SIGNATURE

Charles Counts

IP ADDRESS
71.60.176.110

LOCATION
DUBOIS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
08 FEB 2026 20:15:20

