

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 00 PAINT BOULEVARD, SHIPPENVILLE, PA 16254

SELLER(S) THOMAS P STEHLE

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: NONE

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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): NONE
3. If known, provide the date the on-site sewage disposal system was last serviced: NA
4. Is there a sewage pump? ☐ Yes ☒ No ☐ Unknown
- If yes, is it in working order? ☐ Yes ☒ No NA
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 NO 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

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- (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, et seq.) (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: _____

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165 11. SERVICE PROVIDER/CONTRACTOR INFORMATION

166 (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g.,
167 groundskeeping, pest control). Attach additional sheet if necessary: NONE

168 _____
169 _____
170 _____
171 _____
172 _____
173 _____

174 (B) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water
175 softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: _____

176 _____
177 Jeff DIETZ 814-229-2296 GAS WELL
178 _____
179 _____
180 _____
181 _____

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

187 SELLER Thomas P Stehle DATE 4-7-26
THOMAS P STEHLE

188 SELLER _____ DATE _____

189 SELLER _____ DATE _____

PAINT LAND ADDENDUM TO LISTING CONTRACT

VLA

recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

BROKER (Company) **COLDWELL BANKER BURNS & BURNS REALTY**

LICENSEE(S) **MICHAEL WISE & ELSA ORTIZ**

SELLER **THOMAS P STEHLE**

PROPERTY **00 PAINT BOULEVARD, SHIPPENVILLE, PA 16254**

DATE OF LISTING CONTRACT

1. ADDITIONAL PROPERTY INFORMATION

A. Seller represents that the following utility connections are available and located as follows (list name of service provider):

☒ Electric Location/Provider

☒ Gas Location/Provider

☒ Telephone Location/Provider

☐ Water Type: ☐ Public ☐ On-site (well) ☐ Community ☐ Other

Provider/Location

☐ Sewer Type: ☐ Public ☐ On-site septic ☐ Community ☐ Other

Provider/Location

Has an on-site system been approved? ☐ Yes ☒ No Has a percolation test been performed? ☐ Yes ☒ No

If yes, was the percolation rate approved? ☐ Yes ☒ No Are plans for septic design available? ☐ Yes ☒ No

☐ Other

B. If applicable, is the subdivision complete? ☐ Yes ☐ No If yes, are plans available? ☐ Yes ☐ No

2. ADDITIONAL DUTIES OF SELLER

A. Within 15 days of the Starting Date of the Listing Contract, Seller will provide to Broker copies of inspection reports, environmental surveys, available title reports, boundary surveys, and existing notes and mortgages that may continue to affect the Property after settlement.

B. Seller will not permit any real estate signs, other than those belonging to Broker, to be placed on the Property during the term of the Listing Contract.

3. LAND USE RESTRICTIONS OTHER THAN ZONING

A. If checked below, the Property, or a portion of it, is preferentially assessed for tax purposes or has limited developments rights under the following Act(s):

☐ Farmland and Forest Land Assessment Act - Act 319 of 1974, 72 P.S. §5490. 1 et seq. (Clean and Green Program)

☐ Open Space Act - Act 515 of 1965, 16 P.S. §11941 et seq. (an Act enabling certain counties of the Commonwealth to covenant with land owners for preservation of land in farm, forest, water supply, or open space uses)

☐ Agricultural Area Security Law - Act 43 of 1981, 3 P.S. §901 et seq. (Development Rights)

☐ Other

B. Seller is aware that the buyer of the Property will need to determine the tax implications that will or may result from the sale of the Property to the buyer or that may result in the future as a result in any change in use of the Property

C. If Property is enrolled in the Clean and Green Program, Seller must submit notice of the sale and any proposed changes in the use of Seller's remaining enrolled Property to the County Assessor 30 days before the transfer of title to the buyer.

4. ADDITIONAL DISCLOSURES

In addition to disclosure listed on a separate statement, Seller has knowledge of the following conditions affecting the Property:

☐ Contamination by one or more substances that requires remediation;

☐ The presence of wetlands, flood plains, or any other environmentally sensitive areas, whose development is limited or prevented by law;

☐ The presence of one or more substances whose removal or disposal is subject to any law or regulation;

☐ Violations of any law or regulation caused by the handling or disposing of any material waste or the discharge of any material into the soil, air, surface water, or ground water;

☐ The presence of underground fuel or liquid storage tanks.

Explain any items checked above:

All other terms and conditions of the Listing Contract remain unchanged and in full force and effect.

SELLER Thomas P Stehle

THOMAS P STEHLE DATE 4-7-10

SELLER

DATE

SELLER

DATE

BROKER (Company Name) **COLDWELL BANKER BURNS & BURNS REALTY**

ACCEPTED BY

Michael Wise & Elsa Ortiz **MICHAEL WISE & ELSA ORTIZ** DATE 4/10/10



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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).

1 **PROPERTY** 00 PAINT BOULEVARD, SHIPPENVILLE, PA 16254
2 **SELLER** THOMAS P STEHLE
3 **BUYER** _____

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

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

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

13 ☒ Oil _____
14 ☒ Gas _____
15 ☐ Minerals _____
16 ☐ Coal _____
17 ☐ Other _____

18 (B) Owner of the following rights:

19 Oil _____ ☐ unknown
20 Gas _____ ☐ unknown
21 Minerals _____ ☐ unknown
22 Coal _____ ☐ unknown
23 Other _____ ☐ unknown

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

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

26 (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 con-
27 veyed, excepted or reserved. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet
28 enjoyment of these rights/interests.
29

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

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

32 ☐ Oil _____
33 ☐ Gas _____
34 ☐ Minerals _____
35 ☐ Coal _____
36 ☐ Other _____

37 (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-
38 vised to conduct a full examination of all oil, gas and/or mineral rights/interests for the Property.

39 (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-
40 cepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these
41 rights/interests.

42 (D) Oil, gas and/or mineral rights and interests that have been previously conveyed are commonly transferred numerous times, with or
43 without proper recording or notice, from owner to owner as well as by corporate acquisitions. Buyer understands that any infor-
44 mation provided by Seller herein about Seller's knowledge of the excepted rights is only given to the best of Seller's ability and
45 may not be current.
46

47 Seller's Initials: TPS

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Buyer's Initials: _____ / _____



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CB Burns & Burns, 800 Center-Main Street Clarion PA 16214
Michael Wise

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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 _____

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: _____

(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

Seller's Initials: TPS

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Buyer's Initials: _____ / _____

98 (C) Are you aware of any insurance claims filed relating to the oil, gas, mineral and/or other rights discussed herein? ☐ Yes ☐ No
99 (D) Are you aware of any apportionment or allocation issues affecting the Property? ☐ Yes ☐ No
100 (E) Because each interest may be transferred separately (e.g., surface rights transferred separately from mineral rights), each parcel
101 might be identified with a separate Tax Identification Number or parcel number.

102 9. VALUATION

103 The parties understand that no licensee acting on Seller's behalf is an expert in establishing a value for the subsurface rights to the
104 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
105 the subsurface rights to the Property.

106 10. OTHER

107 _____
108 _____
109 _____
110 _____

111 SELLER Thomas P. Stehle THOMAS P STEHLE DATE 4-6-26
112 SELLER _____ DATE _____
113 SELLER _____ DATE _____

114 RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

120 BUYER _____ DATE _____
121 BUYER _____ DATE _____
122 BUYER _____ DATE _____