

# USING THIS FORM

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**BEFORE YOU BEGIN FILLING THIS FORM OUT, SAVE AND RENAME IT TO A UNIQUE FILE NAME; SO THAT YOU DO NOT SAVE DATA TO YOUR TEMPLATE FILE**

This electronic form has been designed to guide you through filling out the various fields when writing an offer.

The form is locked so that you cannot change the form itself; however, there are fillable fields throughout:

- The fillable fields appear light blue on your screen. Note: this highlighting can be toggled on or off by clicking "Highlight Existing Fields" in the upper right corner (in version 9 or later of Adobe Reader).
- Scroll your mouse cursor over the fields to see specific instructions on content for each field
- Left click on the fields in order to insert text
- You may use your tab key to move from field to field and through the document
- This document uses JavaScript for input validation. For example, some fields wrap the text automatically to the next line (although some manual adjustments are needed to avoid truncated words). To allow JavaScript to run on your computer: select "Preferences" from the Adobe "Edit" menu, then select the "JavaScript" category, and check "Enable Acrobat JavaScript" at the top (if necessary).
- There are red question marks in various locations with further instructions for the field and/or section of the contract
- Neither the blue background of the fields nor the red question marks will print

ADDENDUM FOR RESERVATION AND EXCEPTION OF OIL, GAS, AND OTHER MINERALS  
EXCLUDING SURFACE ACCESS

This Addendum for Reservation and Exception of Oil, Gas, and other Minerals (this "Addendum") is made a part of that certain Real Estate Purchase and Sale Contract dated \_\_\_\_\_, 20\_\_\_\_ (the "Contract"), between [check one] [ ] the Federal Deposit Insurance Corporation (the "FDIC") in the capacity therein set forth [ ] \_\_\_\_\_ ("Seller"), and \_\_\_\_\_ ("Purchaser"), covering the Property located at \_\_\_\_\_ and more fully described in Exhibit "A" of the Contract. Except as specifically set forth herein, terms defined in the Contract shall have the same meanings herein. IF ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. Oil, Gas, and Other Minerals Reserved and Excepted From the Sale of the Property. Notwithstanding anything in the Contract to the contrary, there is reserved and excepted herefrom, and not conveyed hereby, any and all interest in oil, gas and/or minerals, title to which is outstanding in anyone other than Seller. There is further reserved and excepted unto Seller, its successors and assigns, and not conveyed hereby, all remaining oil, gas, and other minerals in, on, or underlying, or that may be produced from, the Property, together with all rights and powers incident thereto, including, but not limited to, (i) bonuses, rents, and royalties relating thereto from any existing and future oil and gas leases, (ii) the perpetual, full, and absolute rights and powers to enter the subsurface of the Property, including, without limitation, a subsurface easement for ingress and egress, to search for and develop oil, gas, or other minerals and to remove, transport, and dispose of such products, (iii) the exclusive right to negotiate for and procure oil, gas, and mineral leases covering any or all of such oil, gas, and other minerals, and (iv) the right to sell and convey any or all such oil, gas, or other minerals or any or all of the foregoing rights and powers. Provided, however, in connection with this reservation, Seller hereby waives for itself, its successors and assigns, all rights to utilize the surface of the Property for the purpose of mining, producing, transporting, storing, drilling and exploring for oil, gas and other minerals. Provided further, however, this waiver shall not be construed to affect the right of Seller to lease, develop and/or produce oil, gas and other minerals in, on, or under, or that may be produced from, the Property, by pooling or unitization of the Property with other lands or by utilizing directional or horizontal drilling from well sites located on lands other than the Property or by any other development method that does not involve utilization of the surface of the Property. This surface utilization waiver is also subject to the rights of any lessee under any existing oil, gas and mineral lease effecting the Property or any portion thereof.

2. Legal Description of the Property. The legal description of the Property as set forth on Exhibit "A" to (i) the Contract, and (ii) the Deed, shall be and is hereby amended to include, at the end thereof, the following language:

SAVE AND EXCEPT, HOWEVER, there is reserved and excepted herefrom, and not conveyed hereby, any and all interest in oil, gas and/or minerals, title to which is outstanding in anyone other than Seller. There is further reserved and excepted unto Seller, its successors and assigns, and not conveyed hereby, all remaining oil, gas, and other minerals in, on, or underlying, or that may be produced from, the foregoing described real property (for the purposes of this reservation, the "Property"), together with all rights and powers incident thereto, including, but not limited to, (i) bonuses, rents, and royalties relating thereto from any existing and future oil and gas leases, (ii) the perpetual, full, and absolute rights and powers to enter the subsurface of the Property, including, without limitation, a subsurface easement for ingress and egress, to search for and develop oil, gas, or other minerals and to remove, transport, and dispose of such products, (iii) the exclusive right to negotiate for and procure oil, gas, and mineral leases covering any or all of such oil, gas, and other minerals, and (iv) the right to sell and convey any or all such oil, gas, or other minerals or any or all of the foregoing rights and powers. Provided, however, in connection with this reservation, Seller hereby waives for itself, its successors and assigns, all rights to utilize the surface of the Property for the purpose of mining, producing, transporting, storing, drilling and exploring for oil, gas and other minerals. Provided further, however, this waiver shall not be construed to affect the right of Seller to lease, develop and/or produce oil, gas and other minerals in, on, or under, or that may be produced from, the Property, by pooling or unitization of the Property with other lands or by utilizing directional or horizontal drilling from well sites located on lands other than the Property or by any other development method that does not involve utilization of the surface of the Property. This surface utilization waiver is also subject to the rights of any lessee under any existing oil, gas and mineral lease effecting the Property or any portion thereof.

3. Deed. The Deed shall include all language necessary to implement the foregoing provisions of this Addendum, including, without limitation, the insertion of the following language in the granting clause of the Deed:

there is reserved and excepted herefrom, and not conveyed hereby, any and all interest in oil, gas and/or minerals, title to which is outstanding in anyone other than Grantor. There is further reserved and excepted unto Grantor, its successors and assigns, and not conveyed hereby, all remaining oil, gas, and other minerals in, on, or underlying, or that may be produced from, the Property, together with all rights and powers incident thereto, including, but not limited to, (i) bonuses, rents, and royalties relating thereto from any existing and future oil and gas leases, (ii) the perpetual, full, and absolute rights and powers to enter the subsurface of the Property, including, without limitation, a subsurface easement for ingress and egress, to search for and develop oil, gas, or other minerals and to remove, transport, and dispose of such products, (iii) the exclusive right to negotiate for and procure oil, gas, and mineral leases covering any or all of such oil, gas, and other minerals, and (iv) the right to sell and convey any or all such oil, gas, or other minerals or any or all of the foregoing rights and powers as they relate to such oil, gas, and other minerals. Provided, however, in connection with this reservation, Grantor hereby waives for itself, its successors and assigns, all rights to utilize the surface of the Property for the purpose of mining, producing, transporting, storing, drilling and exploring for oil, gas and other minerals. Provided further, however, this waiver shall not be construed to affect the right of Grantor to lease, develop and/or produce oil, gas and other minerals in, on, or under, or that may be produced from, the Property, by pooling or unitization of the Property with other lands or by utilizing directional or horizontal drilling from well sites located on lands other than the Property or by any other development method that does not involve utilization of the surface of the Property. This surface utilization waiver is also subject to the rights of any lessee under any existing oil, gas and mineral lease effecting the Property or any portion thereof.

PURCHASER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[If an individual, print name on this first line, sign on second; if husband and wife, have second spouse do likewise on next two lines.]**

**[If legal entity, print its name just as set forth in the Contract, including type of entity and state in which it was formed.]**

By: \_\_\_\_\_

**[Purchasing entity’s representative signs here.]**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SELLER:

\_\_\_\_\_  
\_\_\_\_\_

**[Print name of Seller just as set forth in the Contract, including, if applicable, type of entity and state in which it was formed.]**

By: \_\_\_\_\_

**[Selling entity’s representative signs here.]**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_