

AGREEMENT OF SALE
HYDROCARBON INTERESTS

THIS AGREEMENT OF SALE (“**Agreement**”) is made as of this ____ day of _____, 2026 (“**Effective Date**”), by and between **City of West Allis** whose address is **7525 W. Greenfield Ave, West Allis, WI 53214**, (“**Seller**”), and EQT Production Company, a Pennsylvania corporation, with an address of 625 Liberty Avenue, Suite 1700, Pittsburgh, Pennsylvania 15222 (“**Buyer**”).

WITNESSETH:

WHEREAS, Seller is believed to be the owner (based on representations made by the Buyer) of certain rights, titles, and interests in the land, oil, natural gas, related constituents, and other associated hydrocarbon and mineral interests of any and every kind whatsoever, whether similar or dissimilar, underlying **2.367255** acres, more or less, in **Franklin** Township, **Greene** County, Pennsylvania designated as tax parcel number **07-07-0225, 07-07-0226, 07-07-0227, 07-07-0258, 07-07-0259** being the same oil, gas and related constituents, and other associated hydrocarbon and mineral interests acquired by Seller by the **Last Will and Testament of Albert E. Rinehart**, dated **January 20, 1995**, and recorded in **Case #2007PR001459**, in Milwaukee County, Wisconsin, which is more particularly described and identified on **Exhibit A** attached hereto and made part hereof (“**Property**”); and

WHEREAS, upon the terms and conditions set forth herein, Seller desires to sell and Buyer desires to purchase all of Seller’s rights, titles, and interests in the land, oil, natural gas, related constituents, and other associated hydrocarbon and mineral interests of any and every kind whatsoever, whether similar or dissimilar, underlying the Property (“**Subject Property**”), including all appurtenant rights to the Subject Property; and

WHEREAS, the Subject Property also includes all of Seller’s interest in and to all rights appurtenant to the interest herein covered, including, without limitation, the right to receive royalties, advance royalties, bonuses, delay rentals and other benefits or amounts payable or to be paid with respect to the oil, gas, and other minerals attributed to the Subject Property herein covered, (whether under the terms of any such leases or otherwise) or the proceeds from sale or production therefrom and other amounts that may have previously accrued or may hereafter accrue, or are otherwise attributed to the interest herein covered, regardless of whether accruing and/or attributed to periods of time before or after the date of Closing (as defined below) including without limitation, any funds held in suspense or that are in possession of any operator, production purchaser, lessee, bank, trustee, pipeline company, or other such third party.

NOW THEREFORE, in consideration of the mutual covenants and agreements of each party to the other and other valuable consideration, including the sum of Ten and No/100 Dollars (\$10.00) as a deposit by Buyer on account of the purchase (“**Deposit**”), the Parties, intending to be legally bound, do hereby mutually covenant and agree as follows:

1. **Purchase and Sale.** Seller agrees to sell, grant, convey, transfer and assign to Buyer, and Buyer agrees to purchase and receive from Seller the Subject Property. On the Closing Date (as defined below), the Subject Property shall be sold, granted, conveyed, transferred and assigned by Seller to Buyer by appropriate instruments, including a Quit Claim Deed.. Seller agrees to sell, grant, convey, transfer and assign to Buyer any legal interests that it has in the Subject Property. However, Seller makes no representations whatsoever regarding its ownership or interest in the Subject Property, and relies solely on the representations made by the Buyer. Buyer has been advised, had the opportunity to seek the advice of legal counsel, and is executing this Agreement at its own risk.

2. Purchase Price. The purchase price for the Subject Property is **\$8,000.00** per net oil and gas royalty acre, which shall be delivered at Closing by wire transfer, certified funds, or cashier check. Based on the **0.236726** net oil and gas royalty acres (“**Acreage Amount**”) and assuming this remains unchanged at Closing, the purchase price would total **One Thousand Eight Hundred Ninety-Three Dollars and 81/100 (\$1,893.81)** (hereinafter referred to as the “**Purchase Price**”). If Seller’s net oil and gas royalty acreage is less than the Acreage Amount, the Purchase Price shall be proportionately reduced. Seller is conveying any and all land, oil, natural gas, related constituents, and other associated hydrocarbon and mineral interests of any and every kind whatsoever, whether similar or dissimilar, in the Subject Property, including but not limited to executory leasing rights, and all rights appurtenant to the interest herein covered, including, without limitation, the right to receive royalties, advance royalties, bonuses, delay rentals and other benefits or amounts payable or to be paid with respect to the oil, gas, and other minerals attributed to the Subject Property herein covered, (whether under the terms of any such leases or otherwise) or the proceeds from sale or production therefrom and other amounts that may have previously accrued or may hereafter accrue, or are otherwise attributed to the interest herein covered, regardless of whether accruing and/or attributed to periods of time before or after the date of Closing including without limitation, any funds held in suspense by operator or production purchaser. Any and all payments under this Agreement, once made to Seller, are non-refundable.

3. Due Diligence. Buyer may conduct such inspections and review of title and any other due diligence on the Property it deems appropriate. Upon determination of any defects by Buyer, Buyer may elect to (i) terminate this Agreement, in which event both Parties shall thereafter be released from all further liability hereunder, or (ii) purchase the Subject Property subject to a mutually agreed reduction of Purchase Price.

4. Closing. The sale shall be closed and the Quit Claim Deed delivered (the “**Closing**”) no later than on or before **Ninety (90)** business days from the date of this Agreement being executed by all of the parties (“**Closing Date**”). The Closing Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties. Buyer shall prepare the Quit Claim Deed. Buyer shall pay applicable recording fees, real estate transfer taxes and closing costs associated with the transfer of Subject Property and recording of the Quit Claim Deed.

5. Default. In the event Seller breaches this Agreement, Buyer may, at Buyer's option, elect to: (i) waive any claim for loss of bargain, (ii) seek relief in an action for specific performance, and/or (iii) pursue any other remedy. In the event Buyer breaches this Agreement, Seller shall accept the Deposit as liquidated damages and Seller waives all claims for loss of bargain and for all direct, out-of-pocket costs and expenses.

6. Miscellaneous. This Agreement, including the Exhibits attached hereto, shall constitute the entire agreement between the Parties with respect to the sale of the Subject Property and shall supersede all previous negotiations, letters of intent, commitments, writings or agreements of sale. This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by each of the Parties. This Agreement may be executed in multiple counterparts which when taken together shall be considered an original. This Agreement shall be binding upon the Parties hereto, and their respective successors, heirs and assigns. Seller has been advised and had the opportunity to seek the advice of legal counsel prior to executing this Agreement. Upon execution of this Agreement, Seller agrees to deal exclusively with Buyer to complete the Closing contemplated hereunder and shall refrain from pursuing, entertaining, receiving or accepting any competing proposals from any third party. Seller may not thereafter assign Seller’s rights or delegate Seller’s obligations hereunder without the prior written consent of Buyer. This Agreement shall be deemed to be a contract under the laws of the State of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the laws of the State of

Pennsylvania The recitals set forth hereinabove are incorporated herein by reference and confirmed by Seller and Buyer to be true and accurate.

The terms of this Agreement shall expire unless an original copy hereof with Seller's written acceptance is delivered to Buyer or its Agent on or before January 31st, 2026.

BUYER:
EQT Production Company

By: Corey C. Peck
Title: VP - Land

Accepted and Agreed on this ____ day of _____, 2025

SELLER:
City of West Allis

By: Kail Decker
Title: City Attorney

Date: _____

[Acknowledgments on following page]

ACKNOWLEDGMENT

STATE/Commonwealth of Wisconsin)
) SS:
County of Milwaukee)

On this, the ___ day of _____, 20__, before me, the undersigned officer, personally appeared **Kail Decker the City Attorney of City of West Allis**, known to me (or satisfactorily proven) to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove stated.

My commission expires: _____
Notary Public

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA;
COUNTY OF WASHINGTON:

I, certify that **Corey C. Peck the VP-Land of EQT Production Company**, personally known to me to be the same person who signed above, appeared before me today in said Commonwealth and County, and acknowledged and delivered the instrument to be their free act and deed, on behalf of said company.

[SEAL]

Notary Public

Given under my hand this day of _____

EXHIBIT A

Tract 1:

All that certain tract or parcel of land lying in **Franklin** Township, **Greene** County, Pennsylvania,

Tax Parcel Number(s): **07-07-0225, 07-07-0226, 07-07-0227**, Containing **1.29** acres

Said description being contained in Deed Book **481**, at Page **4060**.

Tract 2:

All that certain tract or parcel of land lying in **Franklin** Township, **Greene** County, Pennsylvania,

Tax Parcel Number(s): **07-07-0258** Containing **0.523617** acres

Said description being contained in Deed Book **500**, Page **2320**.

Tract 3:

All that certain tract or parcel of land lying in **Franklin** Township, **Greene** County, Pennsylvania,

Tax Parcel Number(s): **07-07-0259** Containing **0.553638** acres

Said description being contained in Deed Book **556** Page **140**.