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STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

LOOKING GLASS REALTY
WESTERN NORTH CAROLINA

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b),** including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check √ in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

		Yes	No	No Representation
Buyer Initials	1. Mineral rights were severed from the property by a previous owner.	☐	☐	☑
Buyer Initials	2. Seller has severed the mineral rights from the property.	☐	☑	
Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	☐	☑	
Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.	☐	☐	☑
Buyer Initials	5. Seller has severed the oil and gas rights from the property.	☐	☑	
Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	☐	☑	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 215 High Hemlock, Brevard, NC 28712

Owner's Name(s): Wintergreen Builders Inc

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: *Matthew Faircloth, president* dotloop verified 10/31/25 2:17 PM EDT TBGO-BHOG-PFOC-OXRR Date _____

Owner Signature: *Virginia Faircloth, vice president* dotloop verified 10/31/25 4:35 PM EDT DFPW-ZLWN-YBJ7-EGSB Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

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Looking Glass Realty
Regional Acknowledgement Form

Property Address: 215 High Hemlock, Brevard, NC 28712

Seller: Wintergreen Builders Inc

Buyer: _____

1. AREA REGIONAL AIRPORTS: Buyer acknowledges awareness of and possible noise associated with area regional airports and air traffic. Many types of aircraft operate from these airports with varying traffic patterns. Buyer may desire to contact these regional airports to inquire into flight patterns and any other concerns Buyer may have regarding the airports. The main regional airports are:

Asheville Regional Airport	Hendersonville Airport	Transylvania County Airport	Greenville-Spartanburg International Airport
Mailing Address: P.O. Box 817 Fletcher, NC 28732	Mailing Address: 1232 Shepherd Street Hendersonville, NC 28792	Mailing Address: P.O. Box 1390 Etowah, NC 28729	Mailing Address: 2000 GSP Drive Suite 1 Greer, SC 29651
828-684-2226	828-693-1897	828-877-5801	864-877-7426
Physical Address: 61 Terminal Drive Fletcher, NC 28732	Physical Address: 1232 Shepherd Street Hendersonville, NC 28792	Physical Address: 5436 Old Hendersonville Hwy Pisgah Forest, NC 28768	Physical Address: 2000 GSP Drive Greer, SC 29651

2. MISSION HOSPITAL HELICOPTER: Buyer acknowledges awareness of and possible noise associated with the helicopter serving Mission Hospital, which is located between Biltmore Ave. and McDowell St. in Asheville. Buyer may wish to contact Mission Hospital at 828-213-1111 to inquire into the flight patterns and any other matter and concerns which Buyer may have as to the helicopter service and how it affects this property.

3. INTERSTATES, ROADWAYS AND RAILROADS: Buyer acknowledges awareness of possible noise associated with road traffic and trains traveling through Western North Carolina. Buyer is advised to seek out information from the North Carolina Department of Transportation (https://www.ncdot.gov/Pages/default.aspx) or other governmental bodies controlling traffic, traffic patterns, pending road projects or train tracks that might adversely affect the property being purchased.

4. LAND USE ORDINANCES: Buyer acknowledges the awareness of local, incorporated municipalities, county, state, and governmental laws, ordinances and regulations that may affect Buyer's intended use or development of the subject property. Buyer's agent may assist in providing resources available for obtaining relevant information regarding such, however, Buyer solely accepts responsibility for investigation and verification of any and all issues related to compliance with any such ordinances or regulations relative to environmental, zoning, subdivision, occupancy, use, construction or development of the property which may affect Buyer's intended use or development of the property.

Buyer Initials _____ _____

Seller Initials MF 10/31/25 MF 10/31/25

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5. FUTURE DEVELOPMENT: Buyer acknowledges awareness of the possibility of construction and possible effects associated with future development, including both new construction and renovation activity. Such development may result in increased pedestrian and vehicular traffic, noise, dust, dangers, annoyances, impacts on view corridors and similar effects, both expected and unexpected, and may disturb or disrupt Buyer's use and enjoyment of the Property. Buyer is encouraged to contact the planning department of the jurisdiction where the Property is located to inquire into any proposed development that might affect Buyer's interest in the Property. Buyer should also investigate contemplated development projects that are not yet in the application process by researching local media, including print newspapers, television and web-based publications.

6. STEEP SLOPE: Buyer acknowledges that local municipalities regulate the building and subdivision of steep slopes in Western North Carolina. Regulations include limits to grading, disturbances, and requirements for geotechnical engineer reports, amount of impervious surface that can be created, density limits, and subdivision restrictions. Buyer is advised to check with the planning department of the governmental jurisdiction in which the property is located to see of the property is restricted by steep slope regulations.

7. REGISTERED ENVIRONMENTAL SITE: The Property may be bordered by or located near a site that is recognized as having environmental contamination or concerns, or is subject to investigation, administrative action, or remedial measures taken by the Environmental Protection Agency (EPA), the North Carolina Department of Environmental Quality (NC DEQ), or other governmental agencies. It is Buyer's sole responsibility to investigate to its satisfaction any and all concerns it may have regarding this issue. Brokers associated with this transaction make no representation as to the characteristics and conditions of the property, any improvements to the property, or with respect to any active or inactive investigations, any action by the EPA, NC DEQ, or any other governmental agency.

   Possible sources of information concerning registered environmental sites are the following:
   a. EPA Superfund Sites: https://www.epa.gov/superfund/search-superfund-sites-where-you-live
   b. EPA Toxics Release Inventory Program: https://www.epa.gov/toxics-release-inventory-tri-program
   c. NC DEQ Brownfields Project Inventory: https://www.deq.nc.gov/about/divisions/waste-management/science-data-and-reports/gis-maps/brownfields-projects-map-inventory-and-document-download

8. GEOGRAPHIC INFORMATION SYSTEMS (GIS): Buyer should use county GIS as an additional resource to investigate the condition of the Property, including issues related to flood plains, zoning, topography, among many others. Buyer should be aware that the boundary lines depicted on GIS are not guaranteed to be accurate and are not a good substitute for a survey. Looking Glass Realty always recommends that Buyer obtain a new survey performed by a licensed surveyor. The county GIS can be found at the following web addresses:

   a. Buncombe County: https://www.buncombecounty.org/Governing/Depts/GIS/Default.aspx
   b. Henderson County: https://www.hendersoncountync.gov/gis
   c. Polk County: https://www.polknc.gov/quick_links/gomaps_gis/index.php
   d. Rutherford County: https://www.rutherfordcountync.gov/departments/planning/gis.php
   e. Transylvania County: https://gis.transylvaniacounty.org/portal/apps/sites/#/transylvania-county-hub-site

Buyer Initials _____ _____

_____ _____

Seller Initials MF 10/31/25 MF 10/31/25

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9. MEGAN'S LAW: Buyer should exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 14 of the North Carolina General Statutes (NCGS §14-208.5 et seq.). Such information may be obtained by contacting the local Sheriff's department or at https://www.ncsbi.gov/Services/Sex-Offender-Registry.aspx.

10. WIRE FRAUD DISCLOSURE: Buyer and Seller acknowledge awareness of possible wire fraud. Never trust wiring instructions sent via email from anyone. Always independently confirm wiring instructions in person or via telephone to a trusted and verified phone number.

Buyer's investigation into matters outlined above shall be completed prior to the expiration of the Due Diligence Period, as defined in the attached Offer to Purchase and Contract. CLOSING SHALL CONSTITUTE BUYER'S ACCEPTANCE OF THE PROVISIONS, AND ALL OTHER CONDITIONS OF THE PROPERTY. Buyer and Seller hereby agree to indemnify and hold harmless Looking Glass Realty, LLC, its agents and assigns, from and against any and all liability, claim, loss, damage, suit or expense that Looking Glass Realty, LLC, its agents and assigns, may incur as a result of Buyer's and Seller's use of any of the listed disclosures.

In the event of any conflict between this Addendum and the attached Offer to Purchase and Contract, the terms of this Addendum shall control.

Buyer: _____

Buyer: _____

Buyer: _____

Buyer: _____

Seller: Matthew Faircloth, president dotloop verified 10/31/25 2:16 PM EDT ZS5G-VYHE-HSCW-GPGS

Seller: Virginia Faircloth, vice president dotloop verified 10/31/25 4:37 PM EDT GCP1-VSFQ-IXJZ-RQCQ

Seller: _____

Seller: _____

ENTITY BUYER:

_____
Name of Entity

By: _____
Name: _____
Title: _____

ENTITY SELLER:

Wintergreen Builders Inc
Name of Entity

By: Matthew Faircloth, president dotloop verified 10/31/25 2:16 PM EDT VC1F-1PI0-IGSW-CCM4
Name: Matthew Faircloth
Title: President