

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:)	
)	Bankruptcy Case No.: 14-23154-CMB
FRANCIS M. MACHI, JR.,)	
)	Chapter 11
Debtor.)	
)	Docket No.: _____
)	
JEFFREY J. SIKIRICA, TRUSTEE)	
)	
Movant,)	Hearing Date: October 25, 2016
vs.)	Hearing Time: 2:30 p.m.
)	
ERIN P. DYER, ESQ., tdba DYER)	
LAW FIRM, P.C., TREASURER)	
CITY OF PITTSBURGH, TREASURER)	
SCHOOL DISTRICT OF PITTSBURGH,)	
TREASURER OF COUNTY OF)	
ALLEGHENY, JORDAN TAX SERVICE,)	
INC., PITTSBURGH WATER & SEWER)	
AUTHORITY, CITY OF PITTSBURGH,)	
WELLS FARGO BANK, N.A., U.S.)	
BANK NATIONAL ASSOCIATION,)	
GERALD LAYCHAK, and, MARK)	
MACHI)	
)	
Respondents)	

MOTION FOR ORDER APPROVING SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 105 AND 363 AND F.R.B.P. NOS. 2002 AND 6004 AND W.PA.LBR 6004-1 AND 9013-3

AND NOW comes Jeffrey J. Sikirica, Chapter 11 Trustee for Francis M. Machi, Jr., by and through his undersigned counsel, Blumling & Gusky, LLP and files this “Motion For Order Approving Sale of Real Property Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. §§ 105 and 363 and F.R.B.P. Nos. 2002 and 6004 and W.PA.LBR 6004-1 and 9013-3” (hereinafter the “Sale Motion”), and in support thereof, respectfully states and represents as follows:

JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
2. This is a core proceeding pursuant to 28 U.S.C. § 157.
3. Venue is proper in this district pursuant to 28 U.S.C. § 1409.

BACKGROUND

4. On August 3, 2014, Francis M. Machi, Jr. (hereinafter the “Debtor”) filed a voluntary petition for relief under Chapter 13 of Title 11 of the United States Code, 11 U.S.C §101, et seq. (hereinafter the “Bankruptcy Code”) in the United States Bankruptcy Court for the Western District of Pennsylvania (hereinafter the “Bankruptcy Court”) at the above-captioned case number (hereinafter the “Machi Bankruptcy”).

5. On January 28, 2015, an Order was entered by this Court converting the Debtor’s case to a case under Chapter 11 of the Bankruptcy Code.

6. On June 13, 2016, an Order was entered by this Court appointing Jeffrey J. Sikirica the Chapter 11 Trustee in the Machi Bankruptcy (hereinafter the “Machi Trustee”).

REAL ESTATE

7. The property which is the subject of this Sale Motion is located at 4605 Carlton Street, Pittsburgh, Allegheny County, Pennsylvania 15201 and identified as tax parcel 0049-C-00216-0000-00 (hereinafter “Real Estate”).

RESPONDENTS

8. The Respondent, Erin P. Dyer, Esq. tdba Dyer Law Firm, P.C. (hereinafter “Dyer”) holds a first mortgage claim on the Real Estate. Dyer filed a proof of claim at 13-1 in the amount of \$44,328.65 and then an amended claim at 13-2 in the amount of \$65,467.40 without any supporting documentation.

9. The Respondents, Treasurer City of Pittsburgh, Treasurer School District of Pittsburgh, Treasurer County of Allegheny and Jordan Tax Service, Inc. (hereinafter “Taxing Authorities”)

represent any unpaid real taxes assessed against the Real Property. Amounts owed to the Taxing Authorities will be determined, pro-rated and paid at the closing on the sale of the Real Estate.

10. The Respondent, Pittsburgh Water & Sewer Authority (hereinafter “Municipal Authority”) represent and unpaid municipal sewage and water liens against the Real Property. Amounts owed to the Municipal Authority will be determined and paid at the closing on the sale of the Real Estate.

11. The Respondent, City of Pittsburgh entered on the “In Rem Judgment Index” a lien for \$28,000.00 against 5164 Butler Street for razing and removal of certain property through condemnation on June 4, 2008 at Docket GD-08-010868 in the Court of Common Pleas of the County of Allegheny County (hereinafter “Allegheny County Court”). The claim, if any, of the City of Pittsburgh against this Real Property will transfer to sales proceeds pending further Order of this Court.

12. The Respondent, Wells Fargo Bank, N.A. (hereinafter “Wells Fargo”) holds an “in rem judgement” on real estate of the Debtor located at 3823 Mintwood Street Pittsburgh, PA and is listed for notice purposes only. The judgment is filed at Docket GD-08-011422 in the Allegheny County Court and the writ of levy is currently stayed.

13. The Respondent, Gerald Laychak (hereinafter “Laychak”) has filed a post-petition complaint against the Debtor on August 4, 2016 at Docket AR-16-002898 in the Allegheny County Court for \$4,071.00 related to work performed by the Debtor. This matter has not as yet been reduced to judgment. The claim, if any, of “Laychak” against the Real Property will transfer to sales proceeds pending further Order of this Court.

14. The Respondent, Mark Machi, had filed a complaint against the Debtor on February 16, 2010 at Docket GD-10-003006 in the Allegheny County Court for \$50,000.00. It is believed this matter was resolved pursuant to a Settlement Agreement approved by this Court on March 9, 2016 at Docket 350 and is not a lien on the Real Estate. Mark Machi is being listed as a Respondent for notice purposes only.

SALE MOTION

15. The Machi Trustee has received an offer of One Hundred Fifty-Three Thousand Dollars and No Cents (\$153,000.00) (hereinafter the “Purchase Price”) from Lakewood Management Group, LLC or its assigns (hereinafter “Lakewood”). A true and correct copy of the Standard Agreement for the Sale of Real Estate is attached hereto as Exhibit “A” and made a part thereof.

16. By this Sale Motion, the Machi Trustee seeks approval of the sale of the real Property as set forth in Exhibit “A” to Lakewood or to a “Successful Bidder” if additional bidders appear, subject to higher and better offers.

17. The Trustee requests that the proposed sale be ordered to take place **AS IS, WHERE IS and WITH ALL FAULTS** and with no representations and/or warranties of any kind, free and clear of any and all liens, claims, and encumbrances (including but not limited to those liens, claims, interests and/or encumbrances listed above in paragraphs 8, 9, 10, 11, 12, 13 and 14), and, that the liens, claims, and encumbrances be divested and discharged from the Real Estate and transferred to the proceeds of the sale, but only to the extent that they are found to be valid, enforceable and unavoidable liens, claims, and encumbrances.

18. The Trustee requests authorization to make and execute on behalf of Debtor any and all documents necessary to transfer title to the Real Estate.

19. The Machi Trustee, using its reasoned business judgment, believe that the best way to maximize the value of this asset is to sell the asset in the form and manner contemplated in this Sale Motion.

20. At all times relevant hereto, the Machi Trustee and Lakewood in negotiating the sale acted in good faith with respect to the within sale in accordance with *In Re Abbotts Dairies of Pennsylvania, Inc.*, 788 F2d. 143 (3d Cir. 1986). .

PROPOSED DISTRIBUTION OF SALE PROCEEDS

21. The Trustee submits that the Purchase Price shall be distributed at the closing as follows consistent with the order approving the sale:

- a. Real estate transfer taxes estimated in the amount of Two Percent (2%) of the final sales price to be prorated between the Successful Bidder and the Debtor;
- b. Real estate taxes for the school district, county and Township, including all delinquent real estate taxes due at the time of the closing prorated between the Successful Bidder and the Debtor on the date of closing;
- c. Municipal liens for sewage and water due at the time of closing;
- d. Real estate broker's commission and fees of Six Percent (6%) of the final sale price plus Three Hundred Ninety-Five Dollars and No Cents (\$395.00), and,
- e. Normal miscellaneous closing costs related to documentation, lien letters, etc.

22. The balance of the proceeds shall be held in trust by the Machi Trustee pending distribution pursuant to further Order of Court.

WHEREFORE, the Trustee respectfully requests that this Court enter an order substantially in the form attached hereto, providing, among other things: (i) authorizing the Trustee to sell the Real Estate to Lakewood, or the Successful Bidder, as the case may be, free and clear of liens, claim and encumbrances; (ii) ordering that all liens, claims, and encumbrances in and against the Real Estate be divested therefrom; (iii) ordering that said liens, claims, and encumbrances be transferred to the proceeds of sale, but only to the extent that they are valid, enforceable and unavoidable liens, claims, and encumbrances; (iv) authorizing the distribution of the sale proceeds as set forth in this Sale Motion; and (v) ordering such other and further relief as is reasonable and just.

BLUMLING & GUSKY, LLP

Dated: September 19, 2016

By: /s/ Jeffrey J. Sikirica
Jeffrey J. Sikirica (Pa I.D. No. 36745)
436 7th Avenue
1200 Koppers Building
Pittsburgh, PA 15219
(412) 227-2581 (Phone)
(412) 227-2050 (Fax)
jsikirica@bglaw-llp.com

STANDARD AGREEMENT FOR SALE OF REAL ESTATE

ASR

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

PARTIES

BUYER(S):

LAKWOOD MANAGEMENT GROUP LLC

SELLER(S):

JEFFREY J. SIKIRICA, CHAPTER 7 TRUSTEE

BUYER'S MAILING ADDRESS:

SELLER'S MAILING ADDRESS:

PROPERTY

ADDRESS (including postal city) 4605 Carlton Street

Pittsburgh

ZIP 15201

in the municipality of Pittsburgh

County of Allegheny County

in the School District of Pittsburgh

in the Commonwealth of Pennsylvania.

Tax ID #(s):

and/or

Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): 0049-C-00216-0000-00 9TH WARD 11947/408

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Buyer is not represented by a broker)

Broker (Company) RE/MAX Realty Brokers

Licensee(s) (Name) Jason Kaney

Company License #

State License #

Company Address 5501 Wilkins Ave

Direct Phone(s) 4129564060

Pittsburgh, PA 15217

Cell Phone(s)

Company Phone

Email jasonkaney@yahoo.com

Company Fax 412-521-6001

Licensee(s) is (check only one):

Broker is (check only one):

Buyer Agent (all company licensees represent Buyer)

Buyer Agent (Broker represents Buyer only)

Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)

Dual Agent (See Dual and/or Designated Agent box below)

Dual Agent (See Dual and/or Designated Agent box below)

Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Seller is not represented by a broker)

Broker (Company) Coldwell Banker Real Estate

Licensee(s) (Name) Donna Fischer

Company License

State License #

Company Address 5996 Centre Ave

Direct Phone(s) 412-996-5044

Pittsburgh, PA 15206

Cell Phone(s) 412-996-5044

Company Phone 412-366-1600

Email DonnaRFischer@aol.com

Company Fax

Licensee(s) is (check only one):

Broker is (check only one):

Seller Agent (all company licensees represent Seller)

Seller Agent (Broker represents Seller only)

Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)

Dual Agent (See Dual and/or Designated Agent box below)

Dual Agent (See Dual and/or Designated Agent box below)

Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: [Signature]

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Seller Initials: [Signature]

Revised 2/16

1. **By this Agreement**, dated 09/11/2016, Seller hereby agrees to sell and convey to Buyer who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (4-14)**

(A) Purchase Price \$153,000.00 (one hundred fifty three thousand _____ U.S. Dollars), to be paid by Buyer as follows:

- 1. Initial Deposit, within 7 days (5 if not specified) of Execution Date, if not included with this Agreement: \$ 1000.00
- 2. Additional Deposit within _____ days of the Execution Date: \$ _____
- 3. _____ \$ _____

Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: Jeffrey J. Sikirica, Chapter 7 Trustee), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. **SELLER ASSIST (If Applicable) (1-10)**

Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. **SETTLEMENT AND POSSESSION (4-14)**

(A) Settlement Date is 10/28/2016, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

- (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:
 - 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
 - 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement. **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

5. **DATES/TIME IS OF THE ESSENCE (1-10)**

(A) Written acceptance of all parties will be on or before: 09/13/2016

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be initialed and dated.**

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

Buyer Initials:  / 

Seller Initials:  / 

6. ZONING (4-14)

Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification, as set forth in the local zoning ordinance: Residential

7. FIXTURES AND PERSONAL PROPERTY (4-14)

(A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; built-in air conditioners; built-in appliances; the range/oven; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Also included: Refrigerator

(B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment systems, propane tanks, satellite dishes and security systems):

(C) EXCLUDED fixtures and items:

8. MORTGAGE CONTINGENCY (4-14)

[X] WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.

[] ELECTED.

(A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

Table with 2 columns: First Mortgage on the Property and Second Mortgage on the Property. Rows include Loan Amount, Minimum Term, Type of mortgage, LTV ratio, Mortgage lender, and Interest rate.

(B) Mortgage Commitment Date

Upon receiving a mortgage commitment(s), Buyer will promptly deliver a copy of the commitment(s) to Seller.

(C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.

(D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(E) Within days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.

(F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.

- (G) 1. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing.
 - 2. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:
 - a. Does not satisfy the terms of Paragraph 8(A), OR
 - b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Mortgage Commitment Date in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
 - 3. If this Agreement is terminated pursuant to Paragraphs 8(G)(1) or (2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
 - (H) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
 - 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.
 - 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
 - a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- If Buyer fails to respond within the time stated in Paragraph 8(H)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

(I) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

(J) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.

(K) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

9. **CHANGE IN BUYER'S FINANCIAL STATUS (4-14)**
 In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and lender(s) to whom the Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

10. **SELLER REPRESENTATIONS (4-14)**
 (A) **Status of Water**
 Seller represents that the Property is served by:
 Public Water Community Water On-site Water None

(B) Status of Sewer

1. Seller represents that the Property is served by:

- Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
- Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
- Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
- None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Historic Preservation

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

(D) Land Use Restrictions

- 1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):
 - Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
 - Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
 - Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
 - Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
 - Other _____

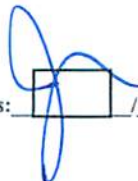
2. Notices Regarding Land Use Restrictions

a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.

c. **Open Space Act:** 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 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. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

251 Buyer Initials:  /

Seller Initials:  /

d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(E) **Real Estate Seller Disclosure Law**

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

(F) **Public and/or Private Assessments**

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____
2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(G) **Highway Occupancy Permit**

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.**

12. BUYER'S DUE DILIGENCE/INSPECTIONS (4-14)

(A) **Rights and Responsibilities**

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make two pre-settlement walk-through inspections of the Property. Buyer's right to these inspections is not waived by any other provision of this Agreement.
3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

Elected Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

Wood Infestation

Elected Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited

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Seller Initials: 

to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Elected **Deeds, Restrictions and Zoning**

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Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____

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Elected **Water Service**

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Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

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Elected **Radon**

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Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

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Elected **On-lot Sewage (If Applicable)**

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Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

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Elected **Property and Flood Insurance**

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Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.

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Elected **Property Boundaries**

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Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.

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Elected **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**

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Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.

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Elected **Other**

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The Inspections elected above do not apply to the following existing conditions and/or items: _____

(D) Notices Regarding Property & Environmental Inspections

1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.

Buyer Initials: /

Seller Initials: /

- 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.
- 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.
- 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.
- 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

13. INSPECTION CONTINGENCY (4-14)

- (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).
- (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer will, **within the stated Contingency Period:**

- 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
- 3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.** The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation Period.

(1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer's Proposal or negotiate, by written or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

(2) If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.

b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:

(1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR

(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

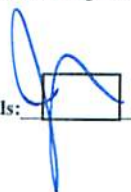

(C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within the stated time**, Buyer will notify Seller in writing of Buyer's choice to:

- 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR

3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

Buyer Initials:  / 

Seller Initials:  / 

14. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)

In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
 - a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(3) will survive settlement.


16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (1-10)

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

- CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
- PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

(B) THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

Buyer Initials:  / 

Seller Initials:  / 

4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

17. TITLES, SURVEYS AND COSTS (4-14)

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.
- (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.
- (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 17(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 17(C) items (1), (2), (3) and in Paragraph 17(E).
- (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.

(I) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:

(K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.

2. Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

18. MAINTENANCE AND RISK OF LOSS (1-14)

(A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) If any part of the Property included in the sale fails before settlement, Seller will:

- 1. Repair or replace that part of the Property before settlement, OR
- 2. Provide prompt written notice to Buyer of Seller's decision to:
 - a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender, if any, OR

Buyer Initials:  / 

Seller Initials:  / 

- b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed part of the Property.
- 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
 - a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:
 - 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

19. HOME WARRANTIES (1-10)

At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

20. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
- (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (2-16)

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

25. REPRESENTATIONS (1-10)

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14)

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all

Buyer Initials: / 09/11/16 9:55PM EDT

Seller Initials: /

- 637 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
- 638 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 639 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
- 640 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 641 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
- 642 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 643 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
- 644 Broker how to distribute some or all of the deposit monies.
- 645 3. According to the terms of a final order of court.
- 646 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
- 647 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
- 648 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
- 649 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
- 650 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
- 651 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the sub-
- 652 ject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for
- 653 distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and
- 654 Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any dis-
- 655 tribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the
- 656 passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue
- 657 litigation even after a distribution is made.
- 658 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
- 659 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
- 660 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming
- 661 them in litigation.
- 662 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 663 1. Fail to make any additional payments as specified in Paragraph 2, OR
- 664 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's
- 665 legal or financial status, OR
- 666 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 667 (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 668 1. On account of purchase price, OR
- 669 2. As monies to be applied to Seller's damages, OR
- 670 3. As liquidated damages for such default.
- 671 (G) SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED
- 672 DAMAGES.
- 673 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
- 674 and Seller are released from further liability or obligation and this Agreement is VOID.
- 675 (I) Brokers and licensees are not responsible for unpaid deposits.

676 27. MEDIATION (1-10)

677 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,
678 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute
679 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-
680 tem offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided
681 equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party
682 to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any
683 statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any agree-
684 ment to mediate disputes or claims arising from this Agreement will survive settlement.

685 28. RELEASE (9-05)

686 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFI-
687 CER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through
688 them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the
689 consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-
690 based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system
691 or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the
692 terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pur-
693 sue any remedies that may be available under law or equity. This release will survive settlement.

694 29. REAL ESTATE RECOVERY FUND (9-05)

695 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
696 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
697 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
698 3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

699 30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)

700 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
701 and Closing Disclosure(s) upon receipt.

702 Buyer Initials:

Seller Initials:

(B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to Paragraph 16. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

31. HEADINGS (4-14)

The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

32. SPECIAL CLAUSES (1-10)

(A) The following are attached to and made part of this Agreement if checked:

- Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- Settlement of Other Property Contingency Addendum (PAR Form SOP)
- Appraisal Contingency Addendum (PAR Form ACA)
- Short Sale Addendum (PAR Form SHS)

(B) Additional Terms:

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

BUYER Christine Patti dotloop verified 09/11/16 9:55PM EDT AXW-MGBB-01KY-M54D DATE 09/11/2016

BUYER _____ DATE _____

BUYER _____ DATE _____

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

SELLER Jeffrey J. Tinter DATE 9-13-16

SELLER _____ DATE _____

SELLER _____ DATE _____

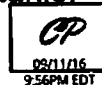
ADDENDUM TO STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

- A. Title, Possession and Subsequent Offers:** The real estate listed in the Agreement of Sale is being sold "as is", "where is", without any warranties of any kind, including warranties of habitability, merchantability and fitness for a particular use. The property will be sold free and clear of all liens. The property will be conveyed by "special warranty" deed.
- B. Subject to Bankruptcy Court Approval:** It is understood that the entire Contract is subject to approval by the United States Bankruptcy Court. Any offer to purchase accepted by the Chapter 7 Trustee will only commit the Chapter 7 Trustee to file a motion with the Bankruptcy Court for approval of the sale to the prospective Buyer free and clear of all liens and encumbrances at which time of hearing in open court the Bankruptcy Court will solicit higher and/or better offers.
- C. Hand Money to be Held by Chapter 7 Trustee, Seller:** Any and all hand money paid by the prospective Buyer with the Agreement of Sale shall be made payable to "Jeffrey J. Sikirica, Chapter 7 Trustee" and shall be held in a separate trust account under the name of the bankruptcy estate by the Chapter 7 Trustee. It is further understood that \$ 1000.00 of the hand money is not refundable as said amount is to be applied towards the costs incurred in the advertising and noticing required by the Bankruptcy Court.
- D. Terms of Addendum as Controlling Language:** The terms of this Addendum shall control and any language in the main body of the Contract which is inconsistent or conflicts with the language of this Addendum shall be null and void.

Witness	Date	<div style="display: flex; justify-content: space-between; align-items: center;"> <i>Christine Patti</i> <div style="font-size: 8px; border: 1px solid black; padding: 2px;">dotloop verified 09/11/16 9:57PM EDT TNT3-OCAI-BIRG-WQOU</div> 09/11/2016 </div>
Witness	Date	Buyer
Witness	Date	<div style="display: flex; justify-content: space-between; align-items: center;"> Date 09/13/16 </div>
Witness	Date	Chapter 7 Trustee, Seller
Witness	Date	Listing Broker
Witness	Date	<div style="display: flex; justify-content: space-between; align-items: center;"> <i>Jason Kacey</i> <div style="font-size: 8px; border: 1px solid black; padding: 2px;">dotloop verified 09/11/16 7:03PM EDT TTES-KITV-FQ39-BC94</div> 09/11/2016 </div>
Witness	Date	Selling Broker

Seller Initials JJS

WPML SELLER DISCLOSURE STATEMENT



Buyer Initials

Page 1

WPML LISTING # 08/2016 REVISED

SELLER INFORMATION

Seller(s) Name(s): Jeffrey Sikirica
Property Address (Mailing Address and Municipality of Property) (hereinafter referred to as the "Property"): 4605 Carlton Street, Pittsburgh, PA 15201
Approximate age of Property: Years Seller has owned Property:

NOTICE TO PARTIES

A Seller must comply with the Seller Disclosure Law and disclose to a Buyer all known material defects about the Property being sold that are not readily observable. This document must be completed by the Seller and each page initialed by the Buyer and Seller following their review. This Disclosure Statement is designed to assist the Seller in complying with disclosure requirements and to assist the Buyer in evaluating the Property being considered.

The Real Estate Seller Disclosure Law requires that before an Agreement of Sale is signed, the Seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. 68. P.S. §7301 et seq. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant, or other transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS are involved.

- 1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership, or other association to its shareholders, partners, or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship, or trust.
10. Transfers of new construction that has never been occupied when:

- a. The buyer has a warranty of at least one year covering the construction;
b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

Except where these exceptions apply, the Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law as they may be amended and is required to make disclosures in accordance with the provisions of the Law. Although there are exceptions to the requirements of the Seller Disclosure Law, certain disclosures may still be required under Common Law.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by the Seller and is not a substitute for any inspections or warranties that the Buyer may wish to obtain. This Statement is not a warranty of any kind by the Seller or a warranty or representation by the West Penn Multi-List, Inc., any listing real estate broker, any selling real estate broker, or their agents.

This form is intended to assist Sellers in complying with the disclosure requirements and/or to assist Buyers in evaluating the property being considered. As such, certain information may be beyond the basic disclosure requirements found in the Law. A Seller who wishes to review the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission.

If an item of information is unknown or not available to Seller and Seller has made an effort to ascertain it, Seller may make a disclosure based on the best information available provided it is identified as a disclosure based on an incomplete factual basis.

A material defect is an issue/problem with the Property or any portion of it that would have a significant adverse impact on the value of the residential real Property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND OR PROPERTY. The fact that a structural element, system, or subsystem is near, at, or beyond the normal useful life of such structural element, system, or subsystem is not by itself a material defect.

1. SELLER'S EXPERTISE

Table with 2 columns: Yes, No. Rows a, b, c.

- (a) Does the Seller possess expertise in contracting, engineering, architecture, environmental assessment, or other areas related to the construction and conditions of the property and its improvements?
(b) Is the Seller the landlord for the property?
(c) Is the Seller a real estate licensee?

Explain any "yes" answers in section 1:

2. IDENTITY OF INDIVIDUAL COMPLETING THIS DISCLOSURE

Table with 3 columns: Yes, No, Unk. Rows 1-5.

- Is the individual completing this form:
1. The Owner
2. The Executor/trix of an Estate
3. The Administrator of an Estate
4. The Trustee
5. An individual holding Power of Attorney

3. OWNERSHIP/OCCUPANCY

Table with 3 columns: Yes, No, Unk. Rows a-f.

- (a) Do you, the Seller, currently occupy this Property? If "no," when did you last occupy the Property? (Year)
(b) Is the Property zoned for single family residential use?
(c) Will a Certificate of Occupancy be required by the municipality and/or government unit?
(d) Are you aware of any pets having lived in the house or other structures during your ownership?
(e) If the Seller was not the most recent occupant of the property, when did the Seller last occupy the property?
(f) When was the property purchased by Seller?
(g) Are you aware of the Zoning Classification? If "yes," what is the Zoning Classification?

PAGE 2

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

Seller Initials JI

WPML SELLER DISCLOSURE STATEMENT



Buyer Initials _____

Page 2

WPML LISTING # 08/2016 REVISED

4. ROOF & ATTIC

	Yes	No	Unk
a			
b			
c			
d			

Explain any "yes" answers by including specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary. Please also provide all available documentation related to the issues with the roof, including repair efforts or problems.

- (a) Date roof was installed: _____ Do you have documentation? _____ Yes _____ No
- (b) Has the roof been replaced, repaired, or overlaid during your ownership?
- (c) Has the roof ever leaked during your ownership?
- (d) Do you know of any current or past problems with the roof, attic, gutters, or downspouts?

5. SUMP PUMPS, BASEMENTS, GARAGES, AND CRAWL SPACES

	Yes	No	Unk	N/A
a				
b				
c				
d				
e				
f				
g				
h				
i				

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted on the lines below, or a more detailed summary may be attached.

- (a) Does the Property have a sump pump, or grinder pump?
- (b) Does the property have a sump pit? If so, how many? _____ Where are they located? _____
- (c) Are you aware of sump pumps ever being required to be used at this property?
- (d) If there is a sump pump at this address, is the sump pump in working order?
- (e) To your knowledge, if there is a sump pump, has the sump pump been required to operate for any length of time?
- (f) Are you aware of any water leakage, accumulation, or dampness within the basement, garage, or crawl space?
- (g) Do you know of any repairs or other attempts to control any water or dampness problem(s) in the basement, garage, or crawl space?
- (h) Are the downspouts or gutters connected to a public system?
- (i) Does the property have a grinder pump? If so, how many? _____ Where are they located? _____

6. TERMITES, WOOD-DESTROYING INSECTS, DRY ROT, PESTS

	Yes	No	Unk
a			
b			
c			
d			

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

- (a) Are you aware of any termites/wood-destroying insects, dry rot, or pests affecting the property?
- (b) Are you aware of any damage to the property caused by termites, wood-destroying insects, dry rot, or pests?
- (c) Is the property currently under contract by a licensed pest control company?
- (d) Are you aware of any termite, pest control reports, or treatments to the property?

For purposes of this section, the reference to "pest" is to any insect, rodent, or other creature that has caused damage to, infiltrated and/or threatened to damage the property.

7. STRUCTURAL ITEMS

	Yes	No	Unk
a			
b			
c			
d			
e			
f			
g			
h			
i			

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

- (a) Are you aware of any past or present water leakage in the house or other structure in areas other than the roof, basement, and/or crawl spaces?
- (b) Are you aware of any past or present movement, shifting, infiltration, deterioration, or other problem with walls, foundations, or other structural components?
- (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the Property?
- (d) Have there been any repairs or other attempts to remedy or control the cause or effect of any defects or conditions described above?
- (e) Are you aware of any problem with the use or operation of the windows?
- (f) Are you aware of defects (including stains) in flooring or floor coverings?
- (g) Has there ever been fire damage to the Property?
- (h) Are you aware of any past or present water or ice damage to the Property?
- (i) Is the property constructed with an exterior insulating finishing system (known as "EIFS"), such as synthetic stucco, dryvit, or other similar material?

If "yes," provide the installation date: _____

4605 Carlton Street

Produced with zipForm by zipLogix 16070 Fifteen Mile Road, Fraser, Michigan 48226 www.ziplogix.com

Note to Seller and Buyer: If this Property is not serviced by a community sewage system, The Pennsylvania Sewage Facilities Act requires disclosure of this fact and compliance with provisions of the Act. A Sewage Facilities Disclosure of the type of sewage facility must be included in every Agreement of Sale.

A	Yes	No	Unk	N/A
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2				
3				
4				
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11				
12				

10. SEWAGE SYSTEM Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

A	Yes	No	Unk	N/A
1				
2				
3				
4				
5				
6				
7				
8				
9				
a				
b				

9. WATER SUPPLY Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair(s) or remediation efforts, on the lines below.

A	Yes	No	Unk	N/A
1				
2				
3				
4				
5				
6				
7				
8				
9				
a				
b				
c				

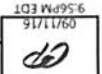
8. ADDITIONS/REMODELING (a) Have you made any additions, structural changes, or other alterations to the property during your ownership?

a	Yes	No	Unk
1			
2			
3			
4			
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8			
9			
10			
11			
12			

Were final inspections/approvals obtained (Yes/No/Unknown) Were permits obtained? Approximate date of work alterations

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

WPML SELLER DISCLOSURE STATEMENT



Buyer Initials

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Seller Initials

09/17/16 9:56PM EDT

Exhibit A
A WEST PENN MULT-LIST, INC. SELLER DISCLOSURE FORM
IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

Seller Initials JOS

WPML SELLER DISCLOSURE STATEMENT



Buyer Initials _____

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10. SEWAGE SYSTEM (continued)

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

	Yes	No	Unk	N/A
B				
1				
2				
3				
4				
5				

(B) Miscellaneous

1. Is there a sewage pump? _____
2. If there is a sewage pump, is the sewage pump in working order? _____
3. When was the septic system, holding tank, or cesspool last serviced? _____
4. Is the sewage system shared? If "yes," please explain: _____
5. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? If "yes," please explain: _____

11. PLUMBING SYSTEM

A	Yes	No	Unk
1			
2			
3			
4			
5			
6			
7			
B			
1			

(A) Type of plumbing:

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Mixed
7. Other. If "other," please explain: _____

(B) Known problems

1. Are you aware of any problems with any of your plumbing fixtures (including but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)? If "yes," please explain: _____

12. DOMESTIC WATER HEATING

A	Yes	No	Unk
1			
2			
3			
4			
5			
6			
7			
B			
1			
2			

(A) Type of water heating:

1. Electric
2. Natural Gas
3. Fuel Oil
4. Propane
5. Solar
6. Summer/Winter Hook-Up
7. Other. If "other," please explain: _____

(B) Known problems and age

1. Are you aware of any problems with any water heater or related equipment? If "yes," please explain: _____
2. If a water heater is present, what is its age? _____

13. AIR CONDITIONING SYSTEM

A	Yes	No	Unk
1			
2			
3			
4			
5			
6			
7			
B			
1			
2			

(A) Type of air conditioning:

1. Central electric
2. Central gas
3. Wall Units
4. None
5. Number of window units included in sale: _____ Location(s): _____
6. List any areas of the house that are not air conditioned: _____
7. Age of Central Air Conditioning System: _____ Date last serviced, if known: _____

8. Are you aware of any problems with any item in this section? If "yes," explain: _____
Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

14. HEATING SYSTEM

A	Yes	No	Unk
1			
2			
3			
4			
5			
6			
7			
8			
9			
B			
1			
2			
3			
4			

(A) Type(s) of heating fuel(s) (check all that apply):

1. Electric
2. Fuel Oil
3. Natural Gas
4. Propane
5. Coal
6. Wood
7. Pellet
8. Other. If "other," please explain: _____
9. Are you aware of any problems with any item in this section? If "yes," please explain: _____

(B) Type(s) of heating system(s) (check all that apply):

1. Forced Hot Air
2. Hot Water
3. Heat Pump
4. Electric Baseboard

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1605 Carlton Street

1. Please also identify the location if these items are not in the kitchen.

(C) Are the items in this sections (H) - (P) in working order? If "no," please explain:

(P) Freezer?
 (O) Garbage Disposal?
 (N) Trash Compactor?
 (M) Dishwasher?
 (L) Convection Oven?
 (K) Microwave?
 (J) Range/Oven?
 (I) Refrigerator?
 1. Are there covers available?
 (H) Spa/Hot Tub/Whirlpool Tub/Other similar equipment? Explain:
 7. List all pool equipment:
 6. Pool cover?
 5. In working order?
 4. Pool heater?
 3. Other (please explain):
 2. Is it out of ground?
 1. Is it in ground?
 (G) Swimming Pool?
 2. Is the system in working order?
 1. Number of sprinklers: _____ Automatic timer?
 (F) Lawn sprinkler system?
 2. Is system leased? If system is leased, please provide lease information:
 1. If "yes," is system owned?
 (E) Security Alarm system?
 (D) Carbon Monoxide and/or other detectors? Identify other types of detectors, if applicable, and their location(s):
 1. Location of smoke detectors:
 (C) Smoke detectors? How many?
 1. Is the system in working order?
 (B) Keypad entry?
 1. Are the transmitters in working order?
 (A) Electric garage door opener. Number of transmitters: _____
 Is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

16. OTHER EQUIPMENT AND APPLIANCES WHICH MAY BE INCLUDED IN SALE (COMPLETE WHERE APPLICABLE):

(A) Type of electrical system:
 1. Fuses
 2. Circuit Breakers - How many amps?
 3. Are you aware of any knob and tube wiring in the home?
 4. Are you aware of any problems or repairs needed in the electrical system?
 If "yes," please explain:
 Yes No Unk

15. ELECTRICAL SYSTEM

(I) Are you aware of any problems or repairs needed regarding any item in this section? If "yes," please explain:
 2. If you do not own the tank(s), explain:
 1. If "yes," please describe the location(s), including underground tank(s):
 (H) Are you aware of any heating fuel tanks on the Property?
 2. Are the chimney(s) working? If "no," explain:
 1. How many chimney(s)?
 (G) Are there any chimneys (from a fireplace, water heater, or any other heating system)?
 3. Were the fireplaces installed by a professional contractor or manufacturer's representative?
 2. Fireplace types (woodburning, gas, electric, etc.)?
 1. Are all fireplaces working?
 (F) Are there any fireplaces? How many?
 (E) List any areas of the house that are not heated:
 (D) Date last serviced, if known:
 (C) Age of Heating System:
 5. Steam
 6. Wood Stove (How many?)
 7. Other

14. HEATING SYSTEM (continued)

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 Buyer Initials
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2			
1			
P			
O			
N			
M			
L			
4			
3			
2			
1			
K			
J			
I			
H			

2. Is the maintenance responsibility with another person or entity?
 1. Is the owner of the property responsible for the ongoing maintenance of the stormwater facility?
 (P) If the answer to subparagraph (O) above is "yes":
 (O) Do you know the location and condition of any basin, pond, ditch, drain, swell, culvert, pipe, or other man-made feature of land that temporarily or permanently conveys or manages stormwater for the property?
 (N) Are you aware of any sinkholes that have developed on the property?
 (M) Has the property owner(s) obtained mine subsidence insurance? Details: _____
 (L) Has the property owner(s) attempted to secure mine subsidence insurance?
 4. Other: _____
 3. Agricultural Area Security Law - 3 P.S. § 901 et seq. (Development Rights)
 2. Open Space Act - 16 P.S. § 11941 et seq.
 1. Farmland and Forest Land Assessment Act - 72 P.S. § 5490.1 et seq. (Clean and Green Program)
 If "yes," check all that apply:
 (K) Is the Property, or a portion of it, preferentially assessed for tax purposes or subject to limited development rights?
 (J) Does the Property abut a public road?
 (I) If "yes," has the survey been made available to the Listing Real Estate Broker?
 (H) Are you aware of any shared or common areas (i.e., driveways, bridges, docks, walls, etc.) or maintenance agreements?

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the Property, and the Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the Property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the County before entering into an agreement of sale.

(G) Do you know of any past or present drainage or flooding problems affecting the Property or adjacent properties?
 (F) Do you know of any past or present drainage or flooding problems affecting the Property or adjacent properties?
 (E) To your knowledge, is the Property, or part of it, located in a flood zone or wetlands area?

	Yes	No	Unk
D			
C			
B			
A			

NOTE TO BUYER: THE PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE MAPS OF THE COUNTIES AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND INFORMATION ON MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH: DEPARTMENT OF ENVIRONMENTAL PROTECTION, MINE SUBSIDENCE INSURANCE FUND, 25 TECHNOLOGY DRIVE, CALIFORNIA TECHNOLOGY PARK, COAL CENTER, PA 15423, 1-800-922-1678 OR 724-769-1100.

(D) Do you currently have a flood insurance policy on this property?
 (C) Are you aware of any existing or proposed mining, strip mining, or any other excavations that might affect this Property?
 (B) Have you occurred on or that affect the Property?
 (A) Are you aware of any fill or expansive soil on the Property?
 Efforts, including a description of the problem/issue and a description of any repair summary.
 Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair effort, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

DD			
CC			
BB			
AA			
Z			
Y			
X			
W			
V			
U			
T			
S			
R			

17. LAND (SOILS, DRAINAGE, SINKHOLES, AND BOUNDARIES)
 (DD) Are any items in this section in need of repair or replacement? If "yes," please explain: _____
 (CC) Describe any equipment, appliance or items not listed above: _____
 (BB) Satellite dish?
 (AA) Any type of invisible animal fence?
 (Z) Deck?
 (Y) Storage Shed?
 (X) Exhaust Fans?
 (W) Attic Fans?
 (V) Awnings?
 2. Location of ceiling fans:
 1. Are they working order?
 (U) Ceiling fans? Number of ceiling fans _____
 1. Is it in working order?
 (T) Intercom system?
 1. Is it in working order?
 (S) Dryer?
 1. Is it in working order?
 (R) Washer?
 This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

16. OTHER EQUIPMENT AND APPLIANCES WHICH MAY BE INCLUDED IN SALE (COMPLETE WHERE APPLICABLE) (continued):

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Seller Initials _____

Buyer Initials _____

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NOTICE TO BUYER: Notice regarding condominiums, cooperatives, and homeowners' associations. According to Section 3407 of the Uniformed Condominium Act (68 Pa.C.S. §3407) (relating to resales of units) and 68 Pa.C.S. §4409 (relating to resales of cooperative interests) and Section 5407 of the Uniform Planned Community Act (68 Pa.C.S.A. 5407), a Buyer of a resale Unit must receive a Certificate of Resale issued by the Association. The Buyer will have the option of cancelling the Agreement with return of all deposit monies until the Certificate has been provided to the Buyer and for five (5) days thereafter or until conveyance, whichever occurs first. The Seller must be sure the Buyer receives a Resale Certificate. In addition, a Buyer of a Resale Unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees, or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of cancelling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five (5) days thereafter or until conveyance, whichever occurs first.

Table with 4 columns: A, 1, 2, 3, 4. Rows for Condominium Association, Cooperative Association, Homeowners Association or Planned Community, and Other. Includes a 'Please indicate whether the property is part of a' section.

19. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE)
Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination, lead-based paint, or other environmental concerns. If mold contamination, indoor air quality, lead-based paint, or any other type of environmental issue is a concern, Buyers are encouraged to engage the services of a qualified professional to do testing. Information on environmental issues is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO: P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

Details: Explain any "yes" answers in this section.

Table with 4 columns: J, K, L, M. Rows for lead-based paint, radon removal system, and hazardous substances.

Table with 4 columns: I, DATE INSTALLED, TYPE OF SYSTEM, PROVIDER. Row for radon removal system.

Table with 4 columns: A, B, C, D, E, F, G, H. Rows for hazardous substances and environmental issues.

18. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES
Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the Property. Explain any "yes" answers in this section.

Table with 4 columns: Q, Yes, No, Unk. Row for maintenance responsibility.

17. LAND (SOILS, DRAINAGE, SINKHOLES, AND BOUNDARIES) (continued)

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Buyer(s) acknowledged their right to investigate any of the rights or issues described within this Seller Disclosure Statement prior to signing or entering into the Agreement of Sale. The Buyer(s) acknowledge they have the option or right to investigate the status of any of the property rights by, among other means, obtaining a title examination or unlimited years, engaging legal counsel, conducting a search of the public records in the County Office of the Recorder of Deeds and elsewhere. Buyer(s) also expressly acknowledge the right to investigate the terms of any existing Leases to determine if the Buyer may be subject to the terms of these Leases. Please explain any "yes" answers in Section 20 above.

If the answer is "yes" to any of these items, please explain:

P	Are you aware of the transfer, sale, and/or lease of any of the following property rights, whether said transfer was by you or a prior Owner of the property?	Yes	No	Unk
1	1. Natural Gas			
2	2. Coal			
3	3. Oil			
4	4. Timber			
5	5. Other minerals or rights such as hunting rights, quarrying rights, or farming rights			
6	6. Have you been approached by an Oil & Gas Company to lease your OGM rights?			

If "yes," please provide the name of the company:

(P) Are you aware of the transfer, sale, and/or lease of any of the following property rights, whether said transfer was by you or a prior Owner of the property?

If the answer is "yes" to any of these items, please explain:

M	(M) Are you aware if any drilling has occurred on this property?			
N	(N) Are you aware if any drilling is planned for this property?			
O	(O) Are you aware if any drilling has occurred or is planned to occur on nearby property?			

Explain any "yes" answers by including specific information concerning the lease agreement(s) as well as the lease terms:

K	(K) Have you ever attempted to obtain insurance of any nature for the property and were rejected?			
L	(L) Are you aware of a lease of the oil, gas, or mineral rights being agreed to for this particular property?			

If any answer in this section is "yes," explain in detail:

A	Are you aware of any existing or threatened legal action affecting the Property?	Yes	No	Unk
B	(B) Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability?			
C	(C) Are you aware of any public improvement, condominium, or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety, or fire ordinances that remain uncorrected?			
D	(D) Are you aware of any judgment, encumbrances, lien (for example, comaker or equity loan), or other debt against this Property that cannot be satisfied by the proceeds of this sale?			
E	(E) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the Property?			
F	(F) Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?			
G	(G) Are you aware if the sale of this property would be subject to the provisions of the Foreign Investment in Real Property Tax Act, 26 U.S.C. §1445, as may be amended, which provides that a Buyer must withhold ten (10%) percent of the amount realized by a foreign Seller from the sale of an interest in U.S. Real Property? If the Seller is a foreign person and the Buyer fails to withhold this amount, the Buyer may be held liable for the tax.			
H	(H) Are you aware of any historic preservation restriction or ordinance or archaeological designation associated with the Property?			
I	(I) Are you aware of any insurance claims filed relating to the Property?			
J	(J) Is there any additional information that you feel you should disclose to a prospective Buyer because it may materially and substantially affect the value or desirability of the Property, e.g. zoning violation, set-back violations, zoning changes, road changes, pending land use appeals, pending municipal improvements, pending tax assessment appeals, etc.?			

A material defect is an issue/problem with the Property or any portion of it that would have significant adverse impact on the value of the residential real property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND. The fact that a structural element, system, or subsystem is near, at, or beyond the normal useful life of such structural element, system, or subsystem is not by itself a material defect.

20. MISCELLANEOUS

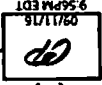
Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

B	(B) Damages/Fees/Miscellaneous Other	Yes	No	Unk
1	1. Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability?			
2	2. Do you know of any condition or claim which may result in an increase in assessments or fees?			
3	3. What are the current fees for the Association(s)?			
4	4. Are the Association fees paid: Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other <input type="checkbox"/>			
5	5. Are there any services or systems that the Association or Community is responsible for supporting or maintaining?			
6	6. Is there a capital contribution or initiation fee? If so, how much is said fee?			

If your answer to any of the above is "yes," please explain each answer:

19. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE) (continued)

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Buyer Initials

WPM SELLER DISCLOSURE STATEMENT

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

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Buyer Initials _____

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21. COMPLIANCE WITH REAL ESTATE SELLER DISCLOSURE LAW

In Pennsylvania, a Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law. These requirements are generally described in the notice found on the first page of this document. This law requires the Seller in a residential transfer of real estate to make certain disclosures regarding the property to potential Buyers. The notice is to be provided in a form defined by law and is required before an agreement of sale is signed. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant, or other transfer of an interest in real property where not less than one (1) and not more than four (4) residential dwelling units are involved. In transactions involving a condominium, homeowners association, or cooperative, the disclosure is to specifically refer to the Seller's Unit. Disclosure regarding common areas or facilities within such associations are not specifically required in this Disclosure Statement. However, compliance with the requirements that govern the resale of condominium, homeowner association, and cooperative interests is required as defined by the Uniform Condominium Act of Pennsylvania, the Uniform Planned Community Act of Pennsylvania, and/or the Real Estate Cooperative Act as such Act may be amended.

Seller(s) shall attach additional sheets to this Disclosure Statement if additional space is required for their answer to any section herein and these sheets are considered part of this Disclosure Statement. The undersigned Seller(s) represents that the information set forth in this Disclosure Statement is accurate and complete to the best of the Seller's knowledge. The Seller hereby authorizes the Listing Broker to provide this information to prospective Buyers of the Property and to other real estate agents. THE SELLER ALONE IS RESPONSIBLE FOR THE COMPLETION AND ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. The Broker, Agent, and/or West Penn Multi-List, Inc. are not responsible for the information contained herein. THE SELLER SHALL CAUSE THE BUYER TO BE NOTIFIED IN WRITING OF ANY INFORMATION SUPPLIED ON THIS FORM WHICH IS RENDERED INACCURATE BY A CHANGE IN THE CONDITION OF THE PROPERTY FOLLOWING THE COMPLETION OF THIS FORM. THE SELLER SHALL PROMPTLY NOTIFY THE BUYER OF ANY SUCH CHANGES IN THE CONDITION OF THE PROPERTY.

West Penn Multi-List, Inc. has not participated, in any way, in providing information in this statement. Seller is responsible to complete this form in its entirety. Every Seller signing a Listing Contract must sign this statement.

SELLER [Signature] DATE _____
Jeffrey Wikirica

SELLER _____ DATE _____

SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE, COURT APPOINTED GUARDIAN, RECORDED POWER OF ATTORNEY*

The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure Statement.

[Signature] DATE 09-03-16

Chapter 7 Bankruptcy Trustee

DATE _____

Please indicate capacity/title of person signing and include documentation.

CORPORATE LISTING

The undersigned has never occupied the Property. Any information contained in this Disclosure Statement was obtained from third-party sources and Buyer should satisfy himself or herself as to the condition of the Property.

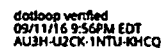
DATE _____

Please indicate capacity/title of person signing and include documentation.

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement and that the representations made herein have solely been made by the Seller(s). The Buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the Buyer is purchasing this Property in its present condition. It is the Buyer's responsibility to satisfy himself or herself as to the condition of the Property. The Buyer may request that the Property be inspected, at the Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER Christine Patti DATE 09/11/2016



BUYER _____ DATE _____

BUYER _____ DATE _____

* The undersigned has never occupied the property and lacks personal knowledge necessary to complete this Seller Disclosure. However, in the event that the individual completing this form does have such knowledge necessary to complete the form, this fact should be disclosed and the form completed. Individuals holding a Power of Attorney must complete this document based upon the Principal's knowledge. If the Principal is unable to complete the form, an Addendum should be completed and attached to explain the circumstances. The holder of the Power of Attorney must disclose defects of which they have knowledge.

WEST PENN MULTI-LIST, INC. RESIDENTIAL DISCLOSURE FORM FOR PROPERTIES BUILT PRIOR TO 1978 DISCLOSING INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Rev. 4/2012

PROPERTY ADDRESS: 4605 Carlton Street, Pittsburgh, PA 15201 (Complete Street, City and ZIP code)

SELLER'S NAME: Jeffrey Sikirica THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978 AND INITIALED IN EACH BOX BELOW AS APPROPRIATE

A. LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase. NOTICE: The inspection referenced herein must be performed by an inspector who is properly certified as required by Federal Law.

B. SELLER'S DISCLOSURE: 1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only): [] (a) Known lead-based paint and/or lead-based paint hazards are present in or about the Property (if so, provide the basis for determining that lead-based paint and/or lead-based hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning the seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property): [] (b) Seller has no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. 2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only): [] (a) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazard in the Property (list documents): [] (b) Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

C. AGENT ACKNOWLEDGEMENT AND CERTIFICATION: Agent/Licensee has informed Seller of Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act., 42 U.S. §4852(d), and is aware of Agent's responsibility to ensure such compliance. The Agent/Licensee has informed Seller of the obligation to provide the Buyer with a Federally approved pamphlet on lead poisoning prevention and the approved pamphlet has been presented to the Buyer prior to the Buyer signing the Acknowledgement set forth below.

The following have reviewed the information above and certify that the Agent statements are true and correct to the best of their knowledge and belief. Seller Agent and Buyer Agent must both sign and date this form.

BROKER FOR SELLER (Company Name) Coldwell Banker AGENT/LICENSEE Donna Fischer DATE 09/11/2016 BROKER FOR BUYER (Company Name) RE/MAX REALTY BROKER AGENT/LICENSEE Jason Kaney DATE 09/11/2016

D. BUYER'S ACKNOWLEDGMENT: Buyer has received the pamphlet Protect Your Family from Lead in Your Home and has read the Lead Warning Statement. Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records and reports regarding lead-based paint and/or lead-based paint hazards identified above. Buyer has (Initial (i) or (ii) below): (i) received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the premises of lead-based paint and/or lead-based paint hazards; or (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

E. CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Jeffrey Sikirica Date 09-11-16 Buyer Christine Patti Date 09-11-16 Seller Date Buyer Date Agent Donna Fischer Date Agent Date