

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

IN RE: : **CASE NO. 16-24827-GLT**
:
JASON J. MAZZEI : **CHAPTER 11**
DEBTOR :
JASON J. MAZZEI, :
MOVANT : **RE. DOCKET. NO. 157, 170**
v. :
: **Hearing Date and Time:**
NO RESPONDENT : **10/12/17 at 10:30 a.m.**

**MOTION TO SELL REAL PROPERTY FREE AND CLEAR OF ALL LIENS AND
ENCUMBRANCES**

NOW COMES the Debtor, Jason J. Mazzei, by and through his attorney, Albert G. Reese, Jr., of the Law Offices of Albert G. Reese, Jr., and files the within Motion to Sell Real Property Free and Clear of All Liens and Encumbrances, and in support thereof aver the following:

1. The Debtor is Jason Mazzei, an adult individual currently conducting business at 416 East Second Avenue, Tarentum, Pennsylvania 15084.1
2. The Debtor commenced the within case by filing a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the U.S. Code, 11 U.S.C. Section 101, et. Seq. with the United States Bankruptcy Court for the Western District of Pennsylvania on the 30th Day of December, 2016.
3. Jurisdiction of the Court is based on 28 U.S.C. Sections 1334 and 1322(b)(8).
4. This proceeding is a “core” proceeding over which this Court has jurisdiction pursuant to 28 U.S.C. §157(b)(2)(N).

5. Jason Mazzei is the Movant and is acting as the Debtor in the within Chapter 11 Case. He has the authority to sell assets as a debtor-in-possession. The Debtor has this right, exclusive of the trustee pursuant to 11 U.S.C. § 1303.
6. Among the Debtor's assets is a residential building located at 119 Wood Street, Wilkes-Barre, Pennsylvania 18702.
7. The Debtor owns said property as evidenced by the deed recorded in the Luzerne County Courthouse
8. The Debtor has engaged the services of a local real estate broker to assist with the local marketing and showings of this building. A motion to approve the retention of said agent is pending before this Court.
9. The local real estate found a buyer for the property on behalf of the Debtor.
10. The Debtor, Jason Mazzei ("Seller") and Danny Van Ho ("Purchaser") have entered into an agreement of sale, whereby the Seller has agreed to sell and the Purchaser has agreed to purchase the real property. The Purchaser will pay Nineteen Thousand Dollars (\$19,000.00) for said property.
11. There are no secured mortgage liens against this property.
12. Any remaining net proceeds of this sale after tax claims are provided for will be used to pay other secured, priority and unsecured creditors in this case pursuant to the terms of the Debtor's chapter 11 plan until such time as all allowed creditors have received a one-hundred percent (100%) distribution.
13. This sale is subject to the approval of the Bankruptcy Court.

14. This sale is in the best interest of all parties since it will help the Debtor consummate his Chapter 11 Plan of Reorganization.
15. The sale of the real estate is an “AS IS” sale.
16. The sale must be a judicial sale, free and clear of all liens and encumbrances and claims against the Debtor. In order to convey good title, it will be necessary that all these interests, claims and encumbrances be divested as liens against the real property and shifted to the funds realized from the sale.
17. The Debtor reserves the right to challenge the validity of any lien or claim at the time of distribution.
18. This sale is to a “bona fide” purchaser in accordance with the holding in In re: Abbots Dairies.
19. The Debtor will comply with all advertising requirements.
20. This sale is made in connection with, and pursuant to, the Debtor’s Chapter 11 Plan.
21. The settlement date per the Purchase Agreement is scheduled for September 26, 2017.

WHEREFORE, for the reasons set forth herein and in the interests of justice, the Debtor respectfully requests that this Court issue an order as follows:

(A). The liens and encumbrances and/or claims as to this property are divested. The Purchasers shall take, pursuant to this sale, free and clear of all rights of liens and encumbrances

and that all the interests and liens will be divested completely if no proceeds in excess of the indebtedness and administrative expenses are received.

(B). That the Court authorize the sale of the real property located at 119 Wood Street, Wilkes-Barre, Pennsylvania 18702 to Danny Van Ho for \$19,000.00.

(C). That the settlement officer be authorized to make the following disbursements:

- (1) Payoff of any existing real estate tax liens, if any;
- (2) All real estate transfer stamps;
- (3) Broker commission payable to Berkshire Hathaway Home Services Poggi Realtors;
- (4) Court approved attorney fees, if any;
- (5) Any other closing items necessary to consummate this transaction, including but not limited to deed preparation and recording fees, notary fees, etc.; and
- (6) The balance of the net proceeds payable to any secured and priority creditors in this case, with the remainder to be paid to allowed unsecured creditors until such time as payments are made equal to a one-hundred percent (100%) distribution.

Respectfully Submitted,

/s/ Albert G. Reese, Jr.
Albert G. Reese, Jr.
Law Office of Albert G. Reese
640 Rodi Road, 2nd Floor, Suite 2
Pittsburgh, PA 15235

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DEBTOR	:	
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MOVANT	:	RE. DOCKET. NO. 157, 170
v.	:	
	:	Hearing Date and Time:
NO RESPONDENT	:	10/12/17 at 10:30 a.m.

**ORDER CONFIRMING CHAPTER 11 SALE OF PROPERTY FREE AND
DIVESTED OF LIENS**

AND NOW, this _____ day of _____, 2017, on consideration of the Debtor’s Motion to Sell Real Property Free and Clear of all Liens and Encumbrances to Danny Van Ho, the property located at 119 Wood Street, Wilkes-Barre, Pennsylvania 18702, recorded in the Recorder’s Office in the Crawford County Court House, after hearing held in Courtroom _____, 54th Floor, U.S. Steel Tower, Pittsburgh, Pennsylvania on this date, the Court finds:

- (1) That service of the Notice of Hearing and Order setting hearing on said Motion for private sale of real property free and divested of liens of the above-named Respondents was effected on the following secured creditor whose lien is recited in said lien for private sale, viz.

<u>DATE OF SERVICE</u>	<u>NAME AND ADDRESS OF LIENHOLDER</u>
	Danny Van Ho 102 Park Street Dallas, PA 18612
	Karen Altavilla Berkshire Hathaway Home Services Poggi Realtors 1149 Wyoming Avenue Forty Fort, PA 18704

- (2) That sufficient general notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the moving party as shown by the certificate of service duly filed and that the named parties were duly served with the Motion.
- (3) That at the sale hearing the highest/best offer received was that of the above Purchaser and no objections to the sale were made which would result in cancellation of the sale.
- (4) That the price of \$19,000.00 offered by Danny Van Ho is a full and fair price for the property in question.
- (5) That the Purchaser has 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).

Now therefore, **IT IS ORDERED, ADJUDGED AND DECREED** that the sale by Special Warranty deed of the property located at 119 Wood Street, Wilkes-Barre, Pennsylvania 18702, Tax ID No. H9SE4-015-009, is hereby CONFIRMED to Danny Van Ho for \$19,000.00, free and divested of all liens and claims, and, that the Movant is authorized to make, execute and deliver to the Purchasers above named the necessary deeds and/or other documents required to transfer title to the property purchased upon compliance with the terms of the sale;

IT IS FURTHER ORDERED, that any liens and claims be, and they hereby are, transferred to the proceeds of the sale, if and to the extent they may be determined to be valid liens against the sold property, that the within decreed sale shall be free, clear, and divested of said liens and claims;

IT IS FURTHER ORDERED that the following expenses/costs shall immediately be paid at the time of closing. *Failure of the closing agent to timely make and forward the disbursements required by this Order will subject the closing agent to monetary*

sanctions, including among other things, a fine or the imposition of damages, after notice and hearing, for failure to comply with the above terms of this Order. Except as to the distribution specifically authorized herein, all remaining funds shall be held by Counsel for Movants pending further Order of this Court after notice and hearing.

- (1) Payoff of any delinquent real estate taxes owed to Luzerne County Tax Claim Bureau; Wilkes-Barre City School District; Wilkes-Barre City;
- (2) Current real estate taxes, pro-rated to the date of closing;
- (3) Chapter 11 Trustee fees in the amount of \$_____;
- (4) The Debtor shall not retain an exemption in the sale proceeds.
- (5) The balance of any net proceeds to be applied toward plan funding pursuant to the terms set forth in the Debtor's chapter 11 plan,
- (6) Other: _____

IT IS FURTHER ORDERED that

- (1) Within five (5) days following closing, the Movant shall file a report of sale, which shall include a copy of the HUD-1 or other Settlement Statement.
- (2) This Sale Confirmation Order survives any dismissal or conversion of the within case; and
- (3) Within five (5) days of the date of this Order, the Movant shall serve a copy of the within Order on each Respondent (i.e., each party against whom relief is sought) and its attorney of record, if any, upon any attorney or party who answered the motion or appeared at the hearing, the attorney for the Debtor, the Closing Agent, the Purchaser, and the attorney for the Purchaser, if any, and file a certificate of service.

BY THE COURT:

GREGORY L. TADDONIO,
United States Bankruptcy Judge

STANDARD AGREEMENT FOR THE 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): <u>Danny Van Ho</u> <u>Danny Van Ho</u> BUYER'S MAILING ADDRESS: <u>102 Park St. Dallas, Pa. 18612</u>	SELLER(S): <u>Jason Mazzei</u> SELLER'S MAILING ADDRESS: <u>416 2nd Ave. Tarentum, Pa. 15084</u>

PROPERTY	
ADDRESS (including postal city) <u>119 Wood St. Wilkes Barre, Pa.</u>	
ZIP <u>18702</u>	
in the municipality of <u>Wilkes Barre City</u> , County of <u>Luzerne</u>	
in the School District of <u>Wilkes Barre city</u> , in the Commonwealth of Pennsylvania.	
Tax ID #(s): _____ and/or	
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): <u>Deed Book 3006, Page 356516 Pin # H9SE4-015-009</u>	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>Berkshire Hathaway Home Services Poggi Realtors</u> Company License # <u>RB065115</u> Company Address <u>1149 Wyoming Ave Forty Fort Pa, , 18704</u> Company Phone <u>(570) 283-9100</u> Company Fax <u>(570) 283-9101</u> Broker is (check only one): <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Karen Altavilla</u> State License # <u>RS197314L</u> Direct Phone(s) <u>(570) 283-9100X28</u> Cell Phone(s) <u>(570) 262-0895</u> Email <u>kaltavilla@bhhsoggi.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licenses represent Buyer) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>Berkshire Hathaway Home Services Poggi Realtors</u> Company License # <u>RB065115</u> Company Address <u>1149 Wyoming Ave. Forty Fort, Pa., , 18704</u> Company Phone <u>(570) 283-9100</u> Company Fax <u>(570) 283-9101</u> Broker is (check only one): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Karen Altavilla</u> State License # <u>RS197314L</u> Direct Phone(s) _____ Cell Phone(s) _____ Email _____ Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licenses represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY

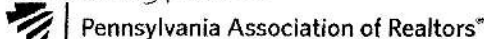
A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller.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

ASR Page 1 of 13

Seller Initials: JA



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1. **By this Agreement**, dated September 10, 2017

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 \$19,000.00

(Nineteen Thousand

U.S. Dollars), to be paid by Buyer as follows:

- 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement: \$ 1,000.00
- 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: _____),

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 September 26, 2017, 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: September 14, 2017

(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.

63 Buyer Initials: DH

X Seller Initials: DH
Danny Ho 119

64 **6. ZONING (4-14)**

65 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.

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

69 **7. FIXTURES AND PERSONAL PROPERTY (9-16)**

70 (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; gas fireplace logs; 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; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; 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. Unless stated otherwise, the following items are included in the sale, but not in the Purchase Price: _____

82 (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): _____

84 (C) EXCLUDED fixtures and items: _____

86 **8. MORTGAGE CONTINGENCY (9-16)**

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

89 ELECTED.

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

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
Mortgage lender _____	Mortgage lender _____
Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

106 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than _____.

109 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing.

114 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s):

116 a. Does not satisfy the terms of Paragraph 8(A), OR

118 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 approval 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 date indicated 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).

122 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(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).

128 Buyer Initials:

Seller Initials:
Denny Ho 119

- (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) 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(G)(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

(H) 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."

- (I) **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.
- (J) **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.**

191 Buyer Initials: PH

Seller Initials: [Signature]

192 10. SELLER REPRESENTATIONS (4-14)

193 (A) Status of Water

194 Seller represents that the Property is served by:

- 195 Public Water Community Water On-site Water None _____

196 (B) Status of Sewer

197 1. Seller represents that the Property is served by:

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

203 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

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

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

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

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

230 (C) Historic Preservation

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

232
233 (D) Land Use Restrictions

234 1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
235 following Act(s) (see Notices Regarding Land Use Restrictions below):

- 236 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
237 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
238 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
239 Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
240 Other _____

241 2. Notices Regarding Land Use Restrictions

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

245 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-
246 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
247 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
248 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.

249 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water
250 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open
251 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that
252 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific
253 termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply
254 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
255 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

256 Buyer Initials: *DL*

Seller Initials: *[Signature]*

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 (9-16)

(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. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

(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)

Waived *DK*

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 to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals

Waived *DK*

321 Buyer Initials: *DK*

Seller Initials: _____

322 active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide appli-
 323 cator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain
 324 a written Report from a professional contractor, home inspector or structural engineer that is limited to structural
 325 damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.
 326 **Deeds, Restrictions and Zoning**
 327 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- **Waived** *PH*
 328 / nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the /
 329 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is
 330 permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____
 331 _____
 332 **Water Service**
 333 **Elected** Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise **Waived** *PH*
 334 / qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will /
 335 locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous
 336 condition, at Seller's expense, prior to settlement.
 337 **Radon**
 338 **Elected** Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency **Waived** *PH*
 339 / (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels /
 340 or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay
 341 of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of
 342 lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem,
 343 it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates
 344 or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection.
 345 Information about radon and about certified testing or mitigation firms is available through Department of
 346 Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O.
 347 Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov
 348 **On-lot Sewage (If Applicable)**
 349 **Elected** Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional **Waived** *PH*
 350 / inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, and /
 351 empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at
 352 Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot
 353 Sewage Inspection Contingency.
 354 **Property and Flood Insurance**
 355 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance for **Waived** *PH*
 356 / the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the /
 357 insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may
 358 be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to
 359 Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance
 360 premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insur-
 361 ance agents regarding the need for flood insurance and possible premium increases.
 362 **Property Boundaries**
 363 **Elected** Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal **Waived** *PH*
 364 / description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property sur- /
 365 veyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or
 366 constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations
 367 of size of property are approximations only and may be inaccurate.
 368 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**
 369 **Elected** Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a **Waived** *PH*
 370 / risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint /
 371 hazards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard**
 372 **Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved**
 373 **lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a sep-**
 374 **arate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any**
 375 **lead-based paint records regarding the Property.**
 376 **Other**
 377 **Elected** _____ **Waived**
 378 / _____ /
 379 _____

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

383 **(D) Notices Regarding Property & Environmental Inspections**
 384 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating
 385 the surface of a structure where it may cause mold and damage to the building's frame.

386 Buyer Initials: / ASR Page 7 of 13 Seller Initials: /
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 Barry Ho 119

- 387 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 388 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal
- 389 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsi-
- 390 bility to dispose of them properly.
- 391 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to
- 392 investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the
- 393 property would be affected or denied because of its location in a wetlands area.
- 394 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
- 395 pollen and viruses) have been associated with allergic responses.
- 396 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be
- 397 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.
- 398 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,
- 399 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health
- 400 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by
- 401 calling 1-877-724-3258.

402 **13. INSPECTION CONTINGENCY (4-14)**

- 403 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected
- 404 in Paragraph 12(C).
- 405 (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer
- 406 will, **within the stated Contingency Period:**
- 407 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 408 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 409 Paragraph 26 of this Agreement, OR
- 410 3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**
- 411 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the cor-
- 412 rections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections.
- 413 Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental require-
- 414 ments if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- 415 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
- 416 Period.
- 417 (1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer's Proposal or negotiate, by written
- 418 or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements to
- 419 the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
- 420 (2) If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable
- 421 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
- 422 Negotiation Period ends.
- 423 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within
- 424 _____ days (2 if not specified) following the end of the Negotiation Period, Buyer will:
- 425 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
- 426 Agreement, OR
- 427 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
- 428 of Paragraph 26 of this Agreement.

429 **If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this**

430 **Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property**

431 **and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the**

432 **Negotiation Period.**

- 433 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____
- 434 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the
- 435 name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected comple-
- 436 tion date for corrective meas ures. Within _____ 5 _____ DAYS of receiving Seller's Proposal, or if no Proposal is provided within the
- 437 stated time, Buyer will notify Seller in writing of Buyer's choice to:
- 438 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 439 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 440 Paragraph 26 of this Agreement, OR
- 441 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mort-
- 442 gage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the
- 443 mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller,
- 444 which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer
- 445 may, within _____ 5 _____ DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned
- 446 to Buyer according to the terms of Paragraph 26 of this Agreement.

447 **If Buyer fails to respond** within the time stated in Paragraph 13(C) **or fails to terminate** this Agreement by written notice to

448 **Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.**

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

450 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-

451 Buyer Initials: *JK*

Seller Initials: *JK*

erty 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) NOTICE (9-16)

(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 INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant), Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

(C) THE FOLLOWING APPLIES TO REALES OF 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

515 Buyer Initials: /

Seller Initials:

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.
- 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.

580 Buyer Initials: DK

Seller Initials: [Signature]

- 581 (B) If any part of the Property included in the sale fails before settlement, Seller will:
- 582 1. Repair or replace that part of the Property before settlement, OR
- 583 2. Provide prompt written notice to Buyer of Seller's decision to:
- 584 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
- 585 if any, OR
- 586 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
- 587 part of the Property.
- 588 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
- 589 fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
- 590 whichever is earlier, that Buyer will:
- 591 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 592 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 593 Paragraph 26 of this Agreement.
- 594 **If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice**
- 595 **to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.**
- 596 (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
- 597 replaced prior to settlement, Buyer will:
- 598 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- 599 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 600 Paragraph 26 of this Agreement.

601 **19. HOME WARRANTIES (1-10)**

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

607 **20. RECORDING (9-05)**

608 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
609 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

610 **21. ASSIGNMENT (1-10)**

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

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

615 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
616 laws of the Commonwealth of Pennsylvania.

617 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
618 party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

619 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**

620 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
621 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
622 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
623 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
624 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. tax-
625 ation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer
626 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,
627 you may be held liable for the tax.

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

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

633 **25. REPRESENTATIONS (1-10)**

634 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their
635 licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this
636 Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations,
637 covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This
638 Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

639 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property
640 specifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**
641 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
642 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the struc-
643 tural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of con-
644 ditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems con-
645 tained therein.

646 Buyer Initials: PH

Seller Initials: [Signature]

- 647 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 648 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.
- 649 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14)**
- 650 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
- 651 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
- 652 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 653 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
- 654 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 655 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
- 656 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 657 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
- 658 Broker how to distribute some or all of the deposit monies.
- 659 3. According to the terms of a final order of court.
- 660 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
- 661 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
- 662 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
- 663 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
- 664 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
- 665 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the sub-
- 666 ject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for
- 667 distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and
- 668 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-
- 669 tribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the
- 670 passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue
- 671 litigation even after a distribution is made.
- 672 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
- 673 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
- 674 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming
- 675 them in litigation.
- 676 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 677 1. Fail to make any additional payments as specified in Paragraph 2, OR
- 678 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's
- 679 legal or financial status, OR
- 680 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 681 (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 682 1. On account of purchase price, OR
- 683 2. As monies to be applied to Seller's damages, OR
- 684 3. As liquidated damages for such default.
- 685 (G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED**
- 686 **DAMAGES.**
- 687 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
- 688 and Seller are released from further liability or obligation and this Agreement is VOID.
- 689 (I) Brokers and licensees are not responsible for unpaid deposits.

690 **27. MEDIATION (1-10)**

691 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,

692 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute

693 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-

694 tem offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided

695 equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party

696 to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any

697 statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any agree-

698 ment to mediate disputes or claims arising from this Agreement will survive settlement.

699 **28. RELEASE (9-05)**

700 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFI-

701 CER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through

702 them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the

703 consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-

704 based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system

705 or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the

706 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-

707 sue any remedies that may be available under law or equity. This release will survive settlement.

708 **29. REAL ESTATE RECOVERY FUND (9-05)**

709 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real

710 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been

711 Buyer Initials: JH / _____

Seller Initials: [Signature]
Dany Ho 119

712 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
713 3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

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

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

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

724 **31. HEADINGS (4-14)**

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

727 **32. SPECIAL CLAUSES (1-10)**

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

- 729 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 730 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 731 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 732 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 733 Appraisal Contingency Addendum (PAR Form ACA)
- 734 Short Sale Addendum (PAR Form SHS)
- 735
- 736
- 737

738 (B) **Additional Terms: Total commission to Berkshire Hathaway Home Services Poggi Realtors is**
739 **\$2,500**

740
741
742
743

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

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

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

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

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

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

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

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

757 **BUYER** DH  _____ **DATE** 9/10/17

758 **BUYER** _____ **DATE** _____

759 **BUYER** _____ **DATE** _____
Danny Van Ho

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

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

X 762 **SELLER**  _____ **DATE** 9-11-17 X

763 **SELLER** _____ **DATE** _____

764 **SELLER** _____ **DATE** _____

LISTING CONTRACT (SELLER AGENCY CONTRACT) EXCLUSIVE RIGHT TO SELL REAL ESTATE

XLS

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

1 Broker (Company) Berkshire Hathaway Home Services Poggi Realtors Licensee(s) (Name) Karen Altavilla
2 Services Poggi Realtors
3 Company Address 1149 Wyoming Ave. Forty Fort, Pa., , Direct Phone(s) (570) 283-9100x28
4 18704 Cell Phone(s) (570) 262-0895
5 Company Phone (570) 283-9100 Fax (570) 283-9101
6 Company Fax (570) 283-9101 Email kaltavilla@bhhsppoggi.com

7 SELLER Jason Mazzei

8
9 SELLER'S MAILING ADDRESS 416 E 2ND Ave Tarentum Pa. 15084

10
11 PHONE 724-316-7531 FAX

12 E-MAIL

13 Seller understands that this Listing Contract is between Broker and Seller.

14 Does Seller have a listing contract for this Property with another broker? [] Yes [X] No

15 If yes, explain:

16 1. PROPERTY LISTED PRICE \$
17 Address 119 Wood St Wilkes Barre PA ZIP 18702-3633
18 Municipality (city, borough, township) Wilkes Barre city
19 County Luzerne School District wilkes barre area
20 Zoning residential
21 Present Use
22 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) deed book 3006
23 pg. 356516 Pin # H9SE4015009

24 2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")

25 (A) No Association of Realtors® has set or recommended the term of this contract. Broker/Licensee and Seller have discussed
26 and agreed upon the term of this Contract.

27 (B) Starting Date: This Contract starts when signed by Broker and Seller, unless otherwise stated here:

28 (C) Ending Date: This Contract ends at 11:59 PM on 6 months . By law, the term of a listing contract may not
29 exceed one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is au-
30 tomatically 364 days from the Starting Date of this Contract.

31 3. DUAL AGENCY

32 Seller agrees that Broker and Broker's Licensees may also represent the buyer(s) of the Property. A Broker is a Dual Agent when a
33 Broker represents both a buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents a buyer
34 and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for
35 a buyer and Seller. If the same Licensee is designated for a buyer and Seller, the Licensee is a Dual Agent. Seller understands that
36 Broker is a Dual Agent when a buyer who is represented by Broker is viewing properties listed by Broker.

37 4. DESIGNATED AGENCY

38 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the inter-
39 ests of Seller. If Licensee is also the buyer's agent, then Licensee is a DUAL AGENT.

40 [] Designated Agency is not applicable.

41 5. BROKER'S FEE

42 (A) No Association of Realtors® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller
43 will pay Broker.

44 (B) Broker's Fee is 6.000 % of the sale price OR \$ 3000min , whichever is greater, AND \$
45 paid to Broker by Seller as follows:

46 1. \$ of Broker's Fee is earned and due (non-refundable) at signing of this Listing Contract, payable
47 to Broker.

48 Broker/Licensee Initials: KA XLS Page 1 of 6 Seller Initials:

2. Seller will pay the balance of Broker's Fee if:

- a. Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's Licensee(s), Seller, or by any other person or broker, at the listed price or any price acceptable to Seller, OR
- b. A ready, willing, and able buyer is found, during the term of this contract, by Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller, OR
- c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR
- d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to Sell the Property because of failing to do all the things required of the Seller in the agreement of sale (Seller default), OR
- e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay from any money paid by the government, OR
- f. A sale occurs after the Ending Date of this Contract IF:
 - (1) The sale occurs within 120 of the Ending Date, AND
 - (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
 - (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.

(C) If a sale occurs, balance of Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property is transferred by an installment contract, balance of Broker's Fee will be paid upon the execution of the installment contract.

6. BROKER'S FEE IF SETTLEMENT DOES NOT OCCUR

If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker 1/2 of/from deposit monies.

7. COOPERATION WITH OTHER BROKERS

Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay from Broker's Fee a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:

- (A) Represents Seller (SUBAGENT). Broker will pay 0 of/from the sale price.
- (B) Represents the buyer (BUYER'S AGENT). Broker will pay 3% or \$1500 of/from the sale price. A buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.
- (C) Does not represent either Seller or a buyer (TRANSACTION LICENSEE).
Broker will pay 0 of/from the sale price.

8. DUTIES OF BROKER AND SELLER

- (A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.
- (B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
- (C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.
- (D) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
- (E) Seller will not enter into, renew, or modify any leases, or enter into any option to sell, during the term of this Contract without Broker's written consent.

9. BROKER'S SERVICE TO BUYER

Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to: document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.

10. BROKER NOT RESPONSIBLE FOR DAMAGES

Seller agrees that Broker and Broker's Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

11. DEPOSIT MONEY

- (A) Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller have been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, not by the Real Estate Licensing and Registration Act. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
 - 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

106 Broker/Licensee Initials: JA

Seller Initials: [Signature]

- 107 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, direct-
108 ing Broker how to distribute some or all of the deposit monies.
109 3. According to the terms of a final order of court.
110 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
111 deposit monies if there is a dispute between the parties that is not resolved.

112 (C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and
113 costs of the Broker(s) and licensee(s) will be paid by Seller.

114 **12. OTHER PROPERTIES**

115 Seller agrees that Broker may list other properties for sale and that Broker may show and sell other properties to prospective buyers.

116 **13. ADDITIONAL OFFERS**

117 Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property,
118 Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by an-
119 other Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO
120 AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

121 **14. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS**

122 (A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or en-
123 vironmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

- 124 1. is a possible danger to those living on the Property, or
125 2. has a significant, adverse effect on the value of the Property.

126 The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a struc-
127 tural element, system or subsystem is not by itself a material defect.

128 (B) Seller will update the Seller's Property Disclosure Statement as necessary throughout the term of this Listing Contract.

129 (C) If Seller fails to disclose known material defects and/or environmental hazards:

- 130 1. Seller will not hold Broker or Licensee(s) responsible in any way;
131 2. Seller will protect Broker and Licensee(s) from any claims, lawsuits, and actions that result;
132 3. Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or
133 settlements (money Broker or Licensee pays to end a lawsuit or claim).

134 **15. IF PROPERTY WAS BUILT BEFORE 1978**

135 The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an
136 EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller
137 knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how
138 the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based
139 paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based
140 paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has
141 or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other
142 dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a
143 different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based
144 paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If
145 the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does
146 not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to hous-
147 ing built in 1978 or later.

148 **16. HOME WARRANTIES**

149 At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a
150 home warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing de-
151 fects of the Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that
152 Buyer may elect or waive as part of the Agreement. Seller understands that Broker who recommends a home warranty may have a
153 business relationship with the home warranty company that provides a financial benefit to Broker.

154 **17. RECOVERY FUND**

155 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
156 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund re-
157 pays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the
158 Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

159 **18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

160 Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED,
161 SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORI-
162 GIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCI-
163 ATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan
164 money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

165 Broker/Licensee Initials: VA

XLS Page 3 of 6

Seller Initials: JA

166 **19. TRANSFER OF THIS CONTRACT**

- 167 (A) Seller agrees that Broker may transfer this Contract to another broker when:
168 1. Broker stops doing business, OR
169 2. Broker forms a new real estate business, OR
170 3. Broker joins his business with another.
171 (B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all re-
172 quirements of this Contract with the new broker.

173 **20. NO OTHER CONTRACTS**

174 Seller will not enter into another listing contract for the property(s) identified in Paragraph 1 with another broker that begins before
175 the Ending Date of this Contract.

176 **21. CONFLICT OF INTEREST**

177 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller's inter-
178 ests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

179 **22. ENTIRE CONTRACT**

180 This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not
181 a part of this Contract.

182 **23. CHANGES TO THIS CONTRACT**

183 All changes to this Contract must be in writing and signed by Broker and Seller.

184 **24. MARKETING OF PROPERTY**

185 (A) Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in office, open houses and advertising in all
186 media, including print and electronic, photographs and videos, unless otherwise stated here: _____
187

- 188 1. Seller does not want the listed Property to be displayed on the Internet.
189 Seller does not want the address of the listed Property to be displayed on the Internet.
190 2. Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct
191 searches for listings on the Internet will not see information about the listed Property in response to their search.

192 (B) Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Inter-
193 net in connection to the open house.

194 (C) There are many ways of marketing properties electronically. Some brokers may use a virtual office website (also known as
195 "VOW") or Internet data exchange (also known as "IDX"), which are governed by specific rules and policies. Sellers have the
196 right to control some elements of how their property is displayed on a VOW and/or IDX websites.

197 Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):

- 198 Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with
199 Seller's listing.
200 Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with
201 the Seller's listing.

202 (D) Multiple Listing Services (MLS)

- 203 Broker will not use a Multiple Listing Service (MLS) to advertise the Property.
204 Broker will use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers and salespersons.
205 Listing broker shall communicate to the MLS all of Seller's elections made above.

206 (E) Seller agrees that Broker and Licensee, and the MLS are not responsible for mistakes in the MLS or advertising of the Property.

207 (F) Other _____

208 **25. PUBLICATION OF SALE PRICE**

209 Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of
210 the Property.

211 **26. COPYRIGHT**

212 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide
213 license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by
214 Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings,
215 virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to
216 submit the Materials to one or more multiple listing services, to include the Materials in compilations of property listings, and to otherwise
217 distribute, publicly display, reproduce, and produce derivative works from the Materials for any purpose that does not conflict with
218 the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants
219 Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the Li-
220 cense granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller
221 understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

222 Broker/Licensee Initials: MA

XLS Page 4 of 6

Seller Initials: MA

223 **27. FIXTURES AND PERSONAL PROPERTY**

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

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

237 (C) EXCLUDED fixtures and items: _____
238 _____

239 **28. TAXES & SPECIAL ASSESSMENTS**

240 (A) At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: _____
241 _____

242 (B) Yearly Property Taxes \$ _____ Property Assessed Value \$ _____

243 (C) Is the property preferentially assessed (including a tax abatement)? Yes No
244 If applicable, how many years remain? _____

245 (D) COA/HOA Name _____ COA/HOA Phone _____
246 COA/HOA special assessments \$ _____ Buyer's required capital contribution \$ _____
247 Please explain: _____
248 _____

249 (E) Municipality Assessments \$ _____

250 (F) COA/HOA Fees \$ _____ Quarterly Monthly Yearly

251 **29. TITLE & POSSESSION**

252 (A) Seller will give possession of Property to a buyer at settlement, or on _____

253 (B) At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:
254 Oil Gas Mineral Other
255 If checked, please explain: _____
256 _____

257 (C) Seller has:
258 First mortgage with _____ Amount of balance \$ _____
259 Address _____
260 Phone _____ Acct. # _____
261 Second mortgage with _____ Amount of balance \$ _____
262 Address _____
263 Phone _____ Acct. # _____
264 Home Equity line of credit with _____ Amount of balance \$ _____
265 Address _____
266 Phone _____ Acct. # _____
267 Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).

268 (D) Seller has:
269 Judgments \$ _____ Past Due Municipal Assessment \$ _____
270 Past Due Property Taxes \$ _____ Past Due COA/HOA Fees \$ _____
271 Federal Tax Liens \$ _____ Past Due COA/HOA Assessments \$ _____
272 State Tax Liens \$ _____
273 Other: _____ \$ _____

274 (E) If Seller, at any time on or since January 1, 1998, has been obligated to pay support under an order on record in any Pennsylva-
275 nia county, list the county and the Domestic Relations Number or Docket Number: _____

276 **30. BUYER FINANCING** Seller will accept the following arrangements for buyer to pay for the Property:

277 Cash Conventional mortgage FHA mortgage VA mortgage
278 Seller's Assist to buyer (if any) \$ _____, or _____ %

279 Broker/Licensee Initials: KA

Seller Initials: [Signature]

280 **31. SPECIAL INSTRUCTIONS**

281 The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

282 **32. SPECIAL CLAUSES**

284 (A) The following are part of this Listing Contract if checked:

- 285 Property Description Addendum to Listing Contract (PAR Form XLS-A)
- 286 Single Agency Addendum (PAR FormSA)
- 287 Consumer Services Fee Addendum (PAR Form CSF)
- 288 Vacant Land Addendum to Listing Contract (PAR Form VLA)
- 289 Short Sale Addendum (PAR Form SSL)
- 290 _____
- 291 _____

292 (B) Additional Terms:

293
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305

- 306 ~~/~~ _____ Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
- 307 ~~/~~ _____ Seller has received the Seller's Property Disclosure form and agrees to complete and return to Listing Broker in a timely manner, if required.
- 308 ~~/~~ _____ Seller has received the Lead-Based Hazards Disclosure form and agrees to complete and return to Listing Broker in a timely manner, if required.
- 309 ~~/~~ _____
- 310 ~~/~~ _____

- 311 Seller has read the entire Contract before signing. Seller must sign this Contract.
- 312 Seller gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed.
- 313
- 314 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.
- 315
- 316 This Contract 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.
- 317

318 NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A PENNSYLVANIA REAL ESTATE ATTORNEY.

320 SELLER  DATE 8-31-17

321 SELLER _____ DATE _____

322 SELLER _____ DATE _____

323 BROKER (Company Name) Berkshire Hathaway Home Services Poggi Realtors

324 ACCEPTED ON BEHALF OF BROKER BY  DATE 8-30-17
Karen Altavilla