

Seller Initials WTS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 1

SELLER INFORMATION

WPML LISTING # 05/2022 REVISED

Seller(s) Name(s): Shields Asphalt LLC

Property Address (Mailing Address and Municipality of Property) (hereinafter referred to as the "Property"):

3606 Edgewood St, South Park, PA 15129

Approximate age of Property: 1920

Years Seller has owned Property: 2009

NOTICE TO PARTIES

A Seller must comply with the Seller Disclosure Law and disclose to a Buyer all known material defects about the Property being sold that are not readily observable. This document must be completed by the Seller and each page initialed by the Buyer and Seller following their review. This Disclosure Statement is designed to assist the Seller in complying with disclosure requirements and to assist the Buyer in evaluating the Property being considered. This form is to be completed by every non-exempt Seller, even if the Seller does not occupy or never occupied the property. The compliance provisions are generally described in paragraphs 19 and 21 below.

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

- 1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership, or other association to its shareholders, partners, or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship, or trust.
10. Transfers of new construction that has never been occupied when:
a. The buyer has a warranty of at least one year covering the construction;
b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

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

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

This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by the Seller and is not a substitute for any inspections or warranties that the Buyer may wish to obtain. This Statement is not a warranty of any kind by the Seller or a warranty or representation by the West Penn Multi-List, Inc., any listing real estate broker, any selling real estate broker, or their agents. The Buyer is encouraged to address concerns about any condition of the Property that may not be included in this statement with the Seller and/or by and through an appropriate inspection. This Statement does not relieve the Seller of the obligation to disclose a material defect that may not be addressed on this form.

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

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

A material defect is an issue/problem with the residential real Property or any portion of it that would have a significant adverse impact on the value of the residential real Property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND OR PROPERTY. The fact that a structural element, system, or subsystem is near, at, or beyond the normal useful life of such structural element, system, or subsystem is not by itself a material defect. When completing this form, check "yes," "no," "unknown (unk)," or "not applicable (N/A)" for each question. If a question does not apply to the property, "N/A" should be selected. "Unknown (unk)" should only be checked when the question does apply to the property but the Seller is uncertain of the answer.

1. SELLER'S EXPERTISE

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

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

Explain any "yes" answers in section 1:

2. IDENTITY OF INDIVIDUAL COMPLETING THIS DISCLOSURE

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

Is the individual completing this form:

- 1. The Owner
2. The Executor/trix of an Estate
3. The Administrator of an Estate
4. The Trustee
5. An individual holding Power of Attorney

3. OWNERSHIP/OCCUPANCY

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

- (a) Do you, the Seller, currently occupy this Property? If "no," when did you last occupy the Property? (Year)
(b) Is the Property zoned for single family residential use?
(c) Will a Certificate of Occupancy be required by the municipality and/or government unit?
(d) Are you aware of any pets having lived in the house or other structures during your ownership?
(e) If the Seller was not the most recent occupant of the property, when did the Seller last occupy the property? Never
(f) When was the property purchased by Seller? 2009
(g) Are you aware of the Zoning Classification? If "yes," what is the Zoning Classification?

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Seller Initials WTS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 2

WPML LISTING # 05/2022 REVISED

4. ROOF & ATTIC

	Yes	No	Unk
a			X
b		X	
c		X	
d			X

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

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

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

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

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

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

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

	Yes	No	Unk
a		X	
b		X	
c		X	
d		X	

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

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

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

7. STRUCTURAL ITEMS

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

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

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

If "yes," provide the installation date: _____

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Seller Initials WTS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 3

WPML LISTING # 05/2022 REVISED

8. ADDITIONS/REMODELING

Table with columns Yes, No, Unk and a row with 'X' in the Unk column.

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

Table with 4 columns: If 'yes,' list additions, structural changes, or alterations; Approximate date of work; Were permits obtained?; Were final inspections/approvals obtained (Yes/No/Unknown).

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 et. seq. (effective 2004), and local codes establish standards for building or altering properties.

Table with columns Yes, No, Unk and a row with 'X' in the Unk column.

(b) Did you obtain all necessary permits and approvals and was all work in compliance with building codes? (c) Did any former owners of the Property make any additions, structural changes, or other alterations to the Property?

9. WATER SUPPLY

Explain any 'yes' answers in this section, including the location and extent of any problem(s) and any repair(s) or remediation efforts, on the lines below:

Table with columns Yes, No, Unk, N/A and rows A1-9, a, b.

- (A) Source 1. Public Water 2. A well on the property 3. Community Water 4. No Water Service (explain): 5. Other (explain): (B) Bypass valve (for properties with multiple water sources) 1. Does your water source have a bypass valve? 2. If 'yes,' is the bypass valve working? (C) General 1. Does the property have a water softener, filter, or other type of treatment system? If you do not own the system, explain: 2. Have you ever experienced a problem of any nature with your water supply? If 'yes,' please explain: 3. If the property has a well, do you know if the well has ever run dry? 4. Is there a well on the property not used as the primary source of drinking water? 5. Is the water system on this property shared? 6. Are you aware of any leaks or other problems, past or present, related to the water supply, pumping system, well, and related items? If 'yes,' please explain: 7. Are you aware of any issues/problems with the water supply or well as the result of drilling (for oil, gas, etc.) on the property? 8. Are you aware of any issues/problems with the water supply or well as the result of drilling (for possible oil and gas or any other substance) on any surrounding properties? 9. If your drinking water source is not public: When was your water last tested? Date (a) Was the test documented? (b) What was the result of the test?

10. SEWAGE SYSTEM

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

Table with columns Yes, No, Unk, N/A and rows A1-12.

- (A) What is the type of sewage system? 1. Public Sewer 2. Individual on-lot sewage system 3. Individual on-lot sewage system in proximity to well 4. Community sewage disposal system 5. Ten-acre permit exemption 6. Holding tank 7. Cesspool 8. Septic tank 9. Sand mound 10. None 11. None available/permit limitations in effect 12. Other. If 'other,' please explain:

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

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Seller Initials WTS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____

Page 4

WPML LISTING #
05/2022 REVISED

10. SEWAGE SYSTEM (continued)

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

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

(B) Miscellaneous

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

11. PLUMBING SYSTEM

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

(A) Type of plumbing:

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

(B) Known problems

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

12. DOMESTIC WATER HEATING

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

(A) Type of water heating:

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

(B) Known problems and age

1. Are you aware of any problems with any water heater or related equipment? If "yes," please explain: _____
2. If a water heater is present, what is its age? Both New in 2024

13. AIR CONDITIONING SYSTEM

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

(A) Type of air conditioning:

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

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

14. HEATING SYSTEM

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

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

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

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

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

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IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

Seller Initials WCS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____

Page 5

WPML LISTING #
05/2022 REVISED

14. HEATING SYSTEM (continued)

	Yes	No	Unk
5			
6			
7			
C			
D			
E			
F		X	
1			
2			
3			
G	X		
1			X
2	X		
H		X	X
1			
2			
I		X	

- 5. Steam
- 6. Wood Stove (How many? _____)
- 7. Other
- (C) Age of Heating System: Both Approx 15 yrs old
- (D) Date last serviced, if known: _____
- (E) List any areas of the house that are not heated: _____
- (F) Are there any fireplaces? How many? _____
 - 1. Are all fireplace(s) working?
 - 2. Fireplace types (woodburning, gas, electric, etc.)? _____
 - 3. Were the fireplaces installed by a professional contractor or manufacturer's representative?
- (G) Are there any chimneys (from a fireplace, water heater, or any other heating system)?
 - 1. How many chimney(s)? _____ When were they last cleaned? _____
 - 2. Are the chimney(s) working? _____ If "no," explain: _____
- (H) Are you aware of any heating fuel tanks on the Property?
 - 1. If "yes," please describe the location(s), including underground tank(s): _____
 - 2. If you do not own the tank(s), explain: _____
- (I) Are you aware of any problems or repairs needed regarding any item in this section? If "yes," please explain: _____

15. ELECTRICAL SYSTEM

	Yes	No	Unk
A			
1		X	
2	X		
3		X	
4		X	

- (A) Type of electrical system:
 - 1. Fuses
 - 2. Circuit Breakers - How many amps? _____
 - 3. Are you aware of any knob and tube wiring in the home?
 - 4. Are you aware of any problems or repairs needed in the electrical system?
- If "yes," please explain: _____

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

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

	Yes	No	Unk
A		X	
1			
B		X	
1			
C			X
1			
D			X
E		X	
1			
2			
F		X	
1			
2			
G		X	
1			
2			
3			
4			
5			
6			
7			
H		X	
1			
I	X		
J	X		
K		X	
L		X	
M		X	
N		X	
O		X	
P		X	
Q	X		
1			

- (A) Electric garage door opener. Number of transmitters: _____
 - 1. Are the transmitters in working order?
- (B) Keyless entry?
 - 1. Is the system in working order?
- (C) Smoke detectors? How many? _____
 - 1. Location of smoke detectors: _____
- (D) Carbon Monoxide and/or other detectors? Identify other types of detectors, if applicable, and their location(s): _____
- (E) Security Alarm system?
 - 1. If "yes," is system owned?
 - 2. Is system leased? If system is leased, please provide lease information: _____
- (F) Lawn sprinkler system?
 - 1. Number of sprinklers: _____ Automatic timer?
 - 2. Is the system in working order?
- (G) Swimming Pool?
 - 1. Is it in ground?
 - 2. Is it out of ground?
 - 3. Other (please explain): _____
 - 4. Pool heater?
 - 5. In working order?
 - 6. Pool cover?
 - 7. List all pool equipment: _____
- (H) Spa/Hot Tub/Whirlpool Tub/Other similar equipment? Explain: _____
 - 1. Are there covers available?
- (I) Refrigerator?
- (J) Range/Oven?
- (K) Microwave?
- (L) Convection Oven?
- (M) Dishwasher?
- (N) Trash Compactor?
- (O) Garbage Disposal?
- (P) Freezer?
- (Q) Are the items in this sections (H) - (P) in working order? If "no," please explain: _____
 - 1. Please also identify the location if these items are not in the kitchen. _____

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM
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Seller Initials WTS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

WPML LISTING #
05/2022 REVISED

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

Table with columns Yes, No, Unk and rows R1, S1, T1, U1, U2, V, W, X, Y, Z, AA, BB, CC, DD. Includes questions about Washer, Dryer, Intercom system, Ceiling fans, Awnings, Attic Fan(s), Exhaust Fans, Storage Shed, Deck, Animal fence, and Satellite dish.

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

Table with columns Yes, No, Unk and rows A, B, C, D. Includes questions about fill or expansive soil, sliding/settling problems, mining/excavations, and flood insurance.

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

Table with columns Yes, No, Unk and rows E, F, G. Includes questions about flood zone, drainage/flooding problems, and encroachments.

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

Table with columns Yes, No, Unk and rows H, I, J, K, L, M, N, O, P. Includes questions about shared areas, surveys, public roads, tax assessments, mine subsidence insurance, sinkholes, and stormwater facilities.

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

Seller Initials WTS WPML SELLER DISCLOSURE STATEMENT Buyer Initials

Page 7

WPML LISTING # 05/2022 REVISED

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

Table with 3 columns: Yes, No, Unk. Row Q has empty cells.

(Q) If the maintenance responsibility referenced in subparagraph (P) above is with another person or entity, please identify that person or entity by name and address, and also identify any documents the Owner believes establish this maintenance responsibility.

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

18. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

Table with 4 columns: Yes, No, Unk, N/A. Rows A-H with corresponding questions (A) through (H) regarding hazardous substances and environmental issues.

Table for radon removal system with columns: DATE INSTALLED, TYPE OF SYSTEM, PROVIDER, WORKING ORDER (Yes/No). Row I contains data.

Table with 4 columns: Yes, No, Unk, N/A. Rows J, K, L, M with corresponding questions (J) through (M) regarding lead-based paint and other hazardous substances.

Explain any "yes" answers in this section:

Details:

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination, lead-based paint, or other environmental concerns. If mold contamination, indoor air quality, lead-based paint, or any other type of environmental issue is a concern, Buyers are encouraged to engage the services of a qualified professional to do testing.

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

Table with 3 columns: Yes, No, Unk. Rows A, 1, 2, 3, 4 with corresponding questions (A) through (4) regarding homeowner associations.

(A) Please indicate whether the property is part of a: 1. Condominium Association 2. Cooperative Association 3. Homeowners Association or Planned Community 4. Other: If "other," please explain:

NOTICE TO BUYER: Notice regarding condominiums, cooperatives, and homeowners' associations: According to Section 3407 of the Uniformed Condominium Act (68 Pa.C.S. §3407) (Relating to resales of units) and 68 Pa. C.S. §4409 (Relating to resales of cooperative interests) and Section 5407 of the Uniform Planned Community Act (68 Pa.C.S.A. 5407), a Buyer of a resale Unit must receive a Certificate of Resale issued by the Association.

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

Seller Initials WCS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 8

WPML LISTING # 05/2022 REVISED

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

B	Yes	No	Unk
1		X	
2		X	
3		X	
4		X	
5		X	
6		X	

(B) Damages/Fees/Miscellaneous Other

1. Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability?
2. Do you know of any condition or claim which may result in an increase in assessments or fees?
3. What are the current fees for the Association(s)? _____
4. Are the Association fees paid: Monthly Quarterly Annually Other
5. Are there any services or systems that the Association or Community is responsible for supporting or maintaining?
6. Is there a capital contribution or initiation fee? If so, how much is said fee? _____

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

20. MISCELLANEOUS

A	Yes	No	Unk
A		X	
B		X	
C		X	
D		X	
E		X	
F		X	

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

- (A) Are you aware of any existing or threatened legal action affecting the Property?
- (B) Do you know of any violations of federal, state, or local laws or regulations relating to this Property?
- (C) Are you aware of any public improvement, condominium, or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety, or fire ordinances that remain uncorrected?
- (D) Are you aware of any judgment, encumbrances, lien (for example, comaker or equity loan), or other debt against this Property that cannot be satisfied by the proceeds of this sale?
- (E) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the Property?
- (F) Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?

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

G	Yes	No	Unk
G		X	
H		X	
I		X	
J		X	

- (G) Are you aware if the sale of this property would be subject to the provisions of the Foreign Investment in Real Property Tax Act, 26 U.S.C. §1445, as may be amended, which provides that a Buyer must withhold ten (10%) percent of the amount realized by a foreign Seller from the sale of an interest in U.S. Real Property? If the Seller is a foreign person and the Buyer fails to withhold this amount, the Buyer may be held liable for the tax.
- (H) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?
- (I) Are you aware of any insurance claims filed relating to the Property?
- (J) Is there any additional information that you feel you should disclose to a prospective Buyer because it may materially and substantially affect the value or desirability of the Property, e.g. zoning violation, set-back violations, zoning changes, road changes, pending land use appeals, pending municipal improvements, pending tax assessment appeals, etc.?

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

K		X	
L		X	

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

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

M		X	
N		X	
O		X	

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

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

P	Yes	No	Unk
1		X	
2		X	
3		X	
4		X	
5		X	
6		X	

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

1. Natural Gas
2. Coal
3. Oil
4. Timber
5. Other minerals or rights such as hunting rights, quarrying rights, or farming rights
6. Have you been approached by an Oil & Gas Company to lease your OGM rights?

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

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

Q	X		
---	---	--	--

(Q) Does this property currently have access to internet service?

If so, please identify the current internet provider for this property: _____

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

Seller Initials _____

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____

Page 9

WPML LISTING # 05/2022 REVISED

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

21. COMPLIANCE WITH REAL ESTATE SELLER DISCLOSURE LAW

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

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

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

SELLER DocuSigned by: Shields Asphalt LLC

DATE 10/15/2024 | 4:39 PM EDT

SELLER _____

DATE _____

SELLER _____

DATE _____

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

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

DATE _____

DATE _____

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

CORPORATE LISTING

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

DATE _____

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

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

BUYER _____

DATE _____

BUYER _____

DATE _____

BUYER _____

DATE _____

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

OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS DISCLOSURE

OGMD

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

1 **PROPERTY 3606 Edgewood St, South Park, PA 15129**
 2 **SELLER Shields Asphalt LLC**
 3 **BUYER**

4 **Surface and subsurface rights are often transferred together, but sometimes are transferred separately. Despite the best inten-**
 5 **tions of sellers, property owners are often not aware of the precise extent of the oil, gas and/or mineral rights/interests that they**
 6 **may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the oil,**
 7 **gas and/or mineral rights/interests for the Property and is not a substitute for any inspections or warranties that Buyer may wish**
 8 **to obtain. The responses provided below are given to the best of Seller's knowledge and may not reflect all oil, gas and/or mineral**
 9 **rights/interests for the Property. The statements contained herein are not a warranty of any kind by Seller or a warranty or rep-**
 10 **resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is advised to conduct a full**
 11 **examination of oil, gas and/or mineral rights/interests for the Property.**

12 **1. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS OWNED**

13 (A) Seller owns all or a portion of the following rights/interests (if unknown, state "unknown"):

- 14 Oil _____
- 15 Gas _____
- 16 Minerals _____
- 17 Coal _____
- 18 Other _____

19 (B) Owner of the following rights, if not Seller:

- 20 Oil _____ unknown
- 21 Gas _____ unknown
- 22 Minerals _____ unknown
- 23 Coal _____ unknown
- 24 Other _____ unknown

25 (C) Seller is is not aware of a lease affecting subsurface rights.

26 If Seller is aware of a lease affecting subsurface rights, does Seller have a copy of the lease(s)? Yes No

27 (D) The warranty of title in the Agreement of Sale does not pertain to any oil, gas, and/or mineral rights/interests that will be con-
28 veyed, excepted or reserved. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet
29 enjoyment of these rights/interests.

30 **2. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS EXCEPTED**

31 (A) Seller is aware that the following oil, gas and/or mineral rights/interests have been previously leased, sold or otherwise conveyed
32 by Seller or a previous owner of the Property (exceptions) as indicated and is not transferring them to Buyer:

- 33 Oil _____
- 34 Gas _____
- 35 Minerals _____
- 36 Coal _____
- 37 Other _____

38 (B) It cannot be presumed that Seller's failure to indicate an exception will entitle Buyer to all of those rights/interests. Buyer is ad-
39 vised to conduct a full examination of all oil, gas and/or mineral rights/interests for the Property.

40 (C) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that have been ex-
41 cepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these
42 rights/interests.

43 (D) Oil, gas and/or mineral rights and interests that have been previously conveyed are commonly transferred numerous times, with or
44 without proper recording or notice, from owner to owner as well as by corporate acquisitions. Buyer understands that any infor-
45 mation provided by Seller herein about Seller's knowledge of the excepted rights is only given to the best of Seller's ability and
46 may not be current.

47 Seller's Initials:

OGMD Page 1 of 3

Buyer's Initials: /



Mt Lebanon, 1679 Washington Road Mt Lebanon PA 15228
Lori Maffeo

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.ltwolf.com

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Phone: (412) 519-9162 Fax: (412) 833-5956

rev. 9/22; rel. 1/23
3606 Edgewood St,

48 **3. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS RESERVED**

49 (A) Seller is reserving the following oil, gas and/or mineral rights/interests as indicated and is not transferring them to Buyer:

- 50 Oil _____
- 51 Gas _____
- 52 Minerals _____
- 53 Coal _____
- 54 Other _____

55 This reservation(s) will be executed in its entirety at settlement, unless otherwise indicated.

56 (B) Seller's reservation does not apply to domestic free gas and surface damage rights/interests, which are set forth below.

57 (C) The warranty of title identified in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that are
58 reserved by Seller. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment
59 of these rights/interests.

60 **4. SURFACE RIGHTS**

61 (A) Surface rights owned by Seller: _____

62
63 (B) Surface rights excepted: _____

64
65 **5. SURFACE DAMAGES**

66 (A) Damages

67 1. Are you entitled to or do you receive surface damages, including pipeline rights-of-way, well pad sites, compression sites and
68 standing marketable timber, according to the terms of the current lease? Yes No

69 2. If known, what limitations are contained in the lease? _____

70
71 3. If applicable, is the right to claim surface damages and/or remediation rights transferable to a buyer? Yes No

72 4. Seller understands that the exclusive right to receive surface damages will be assigned to the buyer of the property unless oth-
73 erwise stated

74 (B) In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 2(A), then Seller
75 further agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages,
76 which include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and
77 ii) any and all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline
78 right-of-way agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the
79 lease is attached to this Disclosure or will be provided to Buyer within _____ days (10 if not specified).

80 **6. DOMESTIC FREE GAS**

81 (A) Generally, Domestic Free Gas is a byproduct of the drilling process which can be supplied to a residential structure located on the
82 property where drilling takes place to be used for heating the structure.

83 (B) If transferable, Seller will convey to Buyer 100% of the domestic free gas rights/interests.

84 **7. DOCUMENTATION**

85 Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other docu-
86 ments relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.

87 Seller has attached to this Disclosure copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements,
88 pipeline easements, and other documents (e.g., royalty agreements) within Seller's possession having to do with prior convey-
89 ances, assignments, or transfers of these rights/interests, as follows: _____

90
91
92 **8. EASEMENTS & LEGAL ISSUES**

93 (A) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens,
94 charges, agreements, or other matters, whether recorded or unrecorded, which affect title of the Property? Yes No

95 (B) Are you aware of any existing or threatened action, suit, or government proceeding relating to the oil, gas, mineral and/or other
96 rights discussed herein? Yes No

97 Seller's Initials:

Buyer's Initials: /

- 98 (C) Are you aware of any insurance claims filed relating to the oil, gas, mineral and/or other rights discussed herein? Yes No
- 99 (D) Are you aware of any apportionment or allocation issues affecting the Property? Yes No
- 100 (E) Because each interest may be transferred separately (e.g., surface rights transferred separately from mineral rights), each parcel
- 101 might be identified with a separate Tax Identification Number or parcel number.

102 **9. VALUATION**

103 The parties understand that no licensee acting on Seller's behalf is an expert in establishing a value for the subsurface rights to the
 104 Property and that the value of oil, gas, and/or minerals can fluctuate. Either party may, at their own expense, hire an expert to appraise
 105 the subsurface rights to the Property.

106 **10. OTHER**

107 _____

108 _____

109 _____

110 _____

111 **SELLER**  Shields Asphalt LLC **DATE** 10/4/2024 | 1:26 P

112 **SELLER** 7CD1FA02E41B41D _____ **DATE** _____

113 **SELLER** _____ **DATE** _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure. Buyer acknowledges that this Statement is not a warranty and that Buyer is purchasing the Property with only the oil, gas and/or mineral rights/interests that Seller is able and willing to convey. It is Buyer's responsibility to satisfy himself or herself as to the ownership status of the oil, gas and/or mineral rights/interests to the Property. Buyer may investigate the ownership status of the oil, gas and/or mineral rights/interests, at Buyer's expense and by qualified professionals.

120 **BUYER** _____ **DATE** _____

121 **BUYER** _____ **DATE** _____

122 **BUYER** _____ **DATE** _____

OIL, GAS AND MINERAL RIGHTS/INTERESTS ADDENDUM TO AGREEMENT OF SALE OGM

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

1 **PROPERTY** 3606 Edgewood St, South Park, PA 15129

2 **SELLER** Shields Asphalt LLC

3 **BUYER** _____

4 **1. TITLE**

5 Notwithstanding the default language of the Agreement of Sale regarding title to the Property, Seller will not warrant title to any oil,
6 gas and/or mineral rights/interests regardless of whether they are conveyed, excepted or reserved. Buyer is advised to conduct an
7 investigation as to the history of the ownership rights/interests and status of the oil, gas and/or mineral rights/interests pertaining to
8 the Property.

9 **2. TITLE SEARCH CONTINGENCY**

10 (A) Buyer understands and acknowledges that the warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or
11 mineral rights/interests that have been excepted. Seller will not defend title to these rights/interests and does not covenant that
12 Buyer will have quiet enjoyment of these rights/interests.

13 (B) A typical title search examines transfers made during the previous sixty years and may not specifically research surface or subsur-
14 face rights that have been sold or leased by a previous owner. Buyer is advised to ask their title agent about the scope and depth
15 of the title search performed prior to deciding whether to waive or elect a title search contingency pertaining to oil, gas, mineral
16 and/or surface rights.

17 (C) Buyer may elect, at Buyer's expense, to conduct an investigation of the history of the ownership rights/interests and status of the
18 oil, gas and/or mineral rights/interests to the Property to be performed by a properly licensed or otherwise qualified professional.

19 **WAIVED.** Buyer understands and acknowledges that Seller may not own all oil, gas and/or mineral rights/interests to the
20 Property and that Buyer has the option to make this Agreement contingent on receiving a certain interest in the oil, gas and/or
21 mineral rights/interests. **BUYER WAIVES THIS OPTION and agrees to the RELEASE in the Agreement of Sale.**

22 **ELECTED.** Investigation Period: _____ days (60 if not specified) from the Execution Date of the Agreement of Sale.

23 1. **Within the Investigation Period,** Buyer will have completed an investigation of the ownership rights/interests and status
24 of the oil, gas and/or mineral rights/interests to the Property. Buyer will pay for any and all costs associated with the title
25 search.

26 2. If the result of the investigation demonstrates terms that are unsatisfactory to Buyer, Buyer will, **within the stated Investigation**
27 **Period:**

28 a. **Accept the Property** and agree to the **RELEASE** in the Agreement of Sale, OR

29 b. **Terminate the Agreement of Sale** by written notice to Seller, with all deposit monies returned to Buyer according to the
30 terms contained in the Agreement of Sale, OR

31 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

32 **If Buyer and Seller do not reach a written agreement before the conclusion of the Investigation Period, and Buyer does**
33 **not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and**
34 **agree to the terms of the RELEASE in the Agreement of Sale.**

35 **3. EXCEPTION (IF APPLICABLE)**

36 (A) Buyer is aware that the following oil, gas, mineral and/or surface rights/interests have been previously leased, assigned, sold or
37 otherwise conveyed by Seller or a previous owner of the Property (exceptions) and cannot be transferred to Buyer: _____
38 _____
39 _____
40 _____
41 _____

42 (B) Buyer acknowledges that Seller may not own 100% of all oil, gas, mineral and/or surface rights/interests to the Property and agrees
43 that, notwithstanding the default language of the Agreement of Sale regarding title to the Property, Buyer will accept only the
44 rights/interests and title that Seller is able to convey, free and clear of all other liens, encumbrances, and easements, subject to the
45 exceptions referenced above.

46 **4. RESERVATION OF RIGHTS/INTERESTS (IF APPLICABLE)**

47 (A) Buyer acknowledges that Seller is reserving and retaining ownership of the following oil, gas and/or mineral rights/interests and
48 royalties and is not transferring them to Buyer. The rights/interests being reserved and retained by Seller include the right to receive
49 royalties regarding the same, unless otherwise stated below. This reservation will be executed in its entirety at settlement.

- 50 Oil _____
- 51 Gas _____
- 52 Minerals _____
- 53 Coal _____
- 54 Other _____

55 **Buyer Initials:** _____

Seller Initials: _____



- 56 (B) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests and royalties that
- 57 have been reserved. Seller will not defend title to these rights/interests or royalties and does not covenant that Buyer will have
- 58 quiet enjoyment of these rights/interests.
- 59 (C) Seller's reservation, if any, does not apply to domestic free gas and surface damage rights/interests, which are set forth below.
- 60 (D) If Seller is reserving an interest in any non-excepted oil, gas and/or mineral rights/interests and royalties, within _____ days of
- 61 the Settlement Date (30 if not specified) Seller will deliver to Buyer the proposed reservation language that will appear in the deed
- 62 that conveys title to the Property to Buyer for Buyer's review. If this reservation language does not reflect the terms in Paragraph
- 63 4(A) above, or if Seller fails to provide the proposed reservation language within the time provided, Seller may be in default of
- 64 the Agreement of Sale.
- 65 (E) Within _____ days (15 if not specified) of receiving Seller's proposed reservation language, or if no reservation language is
- 66 provided within the stated time, Buyer will notify Seller of Buyer's choice to:
- 67 1. Agree to Seller's proposed reservation language, accept the Property, and agree to the RELEASE in the Agreement of Sale,
- 68 OR
- 69 2. Terminate the Agreement of Sale by written notice to Seller with all deposit monies returned to Buyer according to the terms
- 70 of the Agreement of Sale, OR
- 71 3. Enter into a mutually acceptable written agreement with Seller.
- 72 **If Buyer and Seller do not reach a written agreement during the time stated in this Paragraph, and Buyer fails to respond**
- 73 **within the time provided for Buyer's response in Paragraph 4(E) above, or fails to terminate the Agreement of Sale by written notice**
- 74 **to Seller within that time, Buyer will accept the Property and agree to the RELEASE in the Agreement of Sale.**
- 75 (F) If Seller fails to deliver the proposed reservation language as specified in Paragraph 4(D), and Buyer exercises the right to terminate
- 76 this Agreement as a result, all deposit monies shall be returned to Buyer according to the terms of the Agreement of Sale. Upon
- 77 termination, Seller will reimburse Buyer for any investigative costs incurred by Buyer to verify the title, status and ownership of the
- 78 oil, gas and/or mineral rights/interests underlying the Property.

79 **5. SURFACE DAMAGES**

80 In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 4(A), then Seller fur-

81 ther agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages, which

82 include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and ii) any and

83 all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline right-of-way

84 agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the lease is attached to this

85 Addendum or will be provided to Buyer within _____ days (10 if not specified).

86 **6. DOMESTIC FREE GAS**

87 Seller will convey to Buyer 100% of the domestic free gas rights unless otherwise stated here _____

89 **7. DOCUMENTATION**

- 90 Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other doc-
- 91 uments relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.
- 92 Seller has attached to this Addendum copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements,
- 93 pipeline easements, and other documents (e.g., royalty agreements/statements) within Seller's possession having to do with prior
- 94 conveyances, assignments, or transfers of these rights/interests, as follows: _____
- 95 _____

96 **8. ASSIGNMENT OF INTEREST**

97 Buyer, or someone acting on Buyer's behalf, will be responsible for promptly notifying any and all lessees in writing of the assignment

98 of any oil, gas and/or mineral rights/interests to Buyer. This paragraph will survive settlement.

99 **9. ADDITIONAL RESOURCES**

- 100 (A) For additional information regarding oil, gas and mineral ownership, leasing and transfer in the Commonwealth of Pennsylvania,
- 101 both parties are encouraged to contact the Pennsylvania Department of Environmental Protection's Bureau of Oil and Gas
- 102 Management, the Pennsylvania Department of Conservation and Natural Resources, or the Penn State Institute for Natural Gas
- 103 Research.
- 104 (B) **Prior to signing this Addendum, both parties are advised to contact legal counsel experienced in oil, gas and/or mineral**
- 105 **rights/interests if either has any questions about the transfer of these rights. Broker(s) and/or Licensee(s) will not provide**
- 106 **legal advice concerning the ownership status of the oil, gas and/or mineral rights/interests of the Property. Buyer and Seller**
- 107 **have been given the opportunity to negotiate the terms of this Agreement, including the reservation of oil, gas and/or miner-**
- 108 **al rights/interests. All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.**

109 BUYER _____ DATE _____

110 BUYER _____ DATE _____

111 BUYER _____ DATE _____

112 SELLER  _____ DATE 10/4/2024 | 1:26 PM E

113 SELLER 7CD1FA02E41B41D _____ DATE _____

114 SELLER _____ DATE _____

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 PROPERTY 3606 Edgewood St, South Park, PA 15129
2 SELLER Shields Asphalt LLC

3 LEAD WARNING STATEMENT
4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such
5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead
6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest
8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or
9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for
10 possible lead-based paint hazards is recommended prior to purchase.

11 SELLER'S DISCLOSURE
12 [Signature] Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
13 [Signature] Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the
14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other
15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

17 SELLER'S RECORDS/REPORTS
18 [Signature] Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
19 [Signature] Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in
20 or about the Property. (List documents):

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.
23 SELLER [Signature] Shields Asphalt LLC DATE 10/4/2024 | 1:26 P
24 SELLER [Signature] DATE
25 SELLER [Signature] DATE

26 BUYER DATE

27 DATE OF AGREEMENT

28 BUYER'S ACKNOWLEDGMENT
29 [Signature] Buyer has received the pamphlet Protect Your Family from Lead in Your Home and has read the Lead Warning Statement.
30 [Signature] Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.
32 Buyer has (initial one):
33 [Signature] received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of
34 lead-based paint and/or lead-based paint hazards; or
35 [Signature] waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based
36 paint hazards.

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

38 BUYER DATE
39 BUYER DATE
40 BUYER DATE

41 AGENT ACKNOWLEDGEMENT AND CERTIFICATION
42 LM Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint
43 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

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

46 BROKER FOR SELLER (Company Name) BHHS THE PREFERRED REALTY
47 LICENSEE [Signature] Lori Maffeo DATE 10/4/2024 | 12:51
48 BROKER FOR BUYER (Company Name)
49 LICENSEE DATE



DUAL AGENCY CONSENT AND CONFIRMATION AGREEMENT

(To be signed by Buyer before signing offer and to be signed by Seller before reviewing offer.)

1. Seller and Buyer acknowledge and agree that the purchase agreement they are considering involves representation by a Disclosed Dual Agent. The following information details the roles of the parties regarding Dual Agency.

Note: When the term "DUAL AGENT" is used, it will always mean the Broker (Berkshire Hathaway HomeServices The Preferred Realty) who, by contracts previously entered into, represents the interests of both the Buyer and the Seller in this agreement. The term DUAL AGENT will apply to a Salesperson/Associate Broker only if the same Salesperson/Associate Broker has been previously identified as the Designated Agent to represent the interests of both parties (Buyer and Seller) named in this agreement. If the Designated Agent of the Buyer and the Designated Agent of the Seller are not the same Salesperson/Associate Broker, then the term Dual Agent will apply only to the Broker, and the Buyer and Seller will each continue to be fully represented by their previously identified Designated Agents.

2. **Description of Dual Agents' Role:** Seller and Buyer acknowledge that, prior to the creation of the Dual Agency, the Agent represented either the Buyer or the Seller. The Agent acted as the Agent of Seller or acted as the Agent of Buyer. In those separate roles, the Agent may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to the Agent. Seller and Buyer agree that the Dual Agent shall not be liable to either party for refusing or failing to disclose information which would harm one party's bargaining position and would benefit the other party. However, this Agreement shall not prevent the Agent from disclosing to Buyer any known material defects in the property or any other matter that must be disclosed by state law and/or regulation. The Agent agrees not to disclose (a) to Buyer information about what price Seller will accept other than the Listing Price, or (b) to Seller information about what price Buyer will pay other than any written offered price. In the event that Seller and Buyer do not enter into an agreement for the purchase of Seller's property by Buyer (the "Purchase Agreement"), or in the event that the Purchase Agreement between Seller and Buyer does not close, the Dual Agency role and this Agreement will be terminated.
3. **Description of Seller's and Buyer's Role:** Seller and Buyer acknowledge that they are aware of the implication of the Agent's Dual Agency role including the limitation on the Agent's ability to represent Seller or Buyer fully and exclusively. Seller and Buyer have determined that the benefits of entering into a transaction between them with the Agent acting as agent for both of them outweigh such implications. Seller and Buyer understand that they may each seek independent legal counsel in order to assist with any matter relating to a Purchase Agreement or to the transaction which is the subject matter of a Purchase Agreement. Seller and Buyer agree that Agent shall not be liable for any claims, damages, losses, expenses or liabilities arising from the Agent's role as a dual Agent. Seller and Buyer shall have a duty to protect their own interests and should read this Agreement and any Purchase Agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.
4. Both Seller and Buyer agree that all "comparable" property information available through the Multiple Listing Service or otherwise, including listed and sold properties, may be disclosed to both Seller and Buyer. Agent will not advise or counsel Seller or Buyer, interpret data, or make recommendations based on this information.
5. Both Parties understand and agree that Broker shall have the right to collect a compensation or fee from the Seller or from the Buyer or both.
6. Both parties are advised to seek competent legal and tax advice with regard to this transaction, and with regard to all documents executed in connection with this transaction including this Dual Agency Consent Agreement.
7. Seller and Buyer recognize and agree that this document does not replace those documents signed earlier, i.e. the Buyer Agency Contract signed by the Buyer on _____, and the Exclusive Right to Sell Listing Agreement signed by the Seller on 10/4/2024 | 1:26 PM EDT. However, in any areas where this document contradicts or conflicts with those documents, this Dual Agency Consent Agreement shall supersede. This agreement hereby becomes a part of the attached Purchase Agreement entered into between the parties whose signatures appear below.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT.

Buyer: _____ DATE _____

Buyer: _____ DATE _____

Seller: DocuSigned by:
Shields Asphalt LLC
7CD1FA02E41B41D _____ DATE 10/4/2024 | 1:26 PM EDT

Seller: _____ DATE _____



**BERKSHIRE
HATHAWAY**
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The Preferred Realty

8/8/18

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