

Seller Initials MB

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____

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WPML LISTING #
05/2022 REVISED

SELLER INFORMATION

Seller(s) Name(s): Stephen R Bachmann Jr., Jennifer K Bachmann

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

60 Iroquois Drive, Mt Lebanon, PA 15228Approximate age of Property: 1947Years Seller has owned Property: 2018

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

- | | Yes | No | |
|---|-----|-------------------------------------|--|
| a | | ☒ | (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 | | ☒ | (b) Is the Seller the landlord for the property? |
| c | | ☒ | (c) Is the Seller a real estate licensee? |

Explain any "yes" answers in section 1: _____

2. IDENTITY OF INDIVIDUAL COMPLETING THIS DISCLOSURE

- | | Yes | No | Unk | |
|---|-------------------------------------|-------------------------------------|-----|--|
| 1 | ☒ | | | 1. The Owner |
| 2 | | ☒ | | 2. The Executor/trix of an Estate |
| 3 | | ☒ | | 3. The Administrator of an Estate |
| 4 | | ☒ | | 4. The Trustee |
| 5 | | ☒ | | 5. An individual holding Power of Attorney |

3. OWNERSHIP/OCCUPANCY

- | | Yes | No | Unk | |
|---|-------------------------------------|-------------------------------------|-----|---|
| a | ☒ | | | (a) Do you, the Seller, currently occupy this Property? If "no," when did you last occupy the Property? _____ (Year) |
| b | ☒ | | | (b) Is the Property zoned for single family residential use? |
| c | | ☒ | | (c) Will a Certificate of Occupancy be required by the municipality and/or government unit? |
| d | | ☒ | | (d) Are you aware of any pets having lived in the house or other structures during your ownership? |
| e | | | | (e) If the Seller was not the most recent occupant of the property, when did the Seller last occupy the property? _____ |
| f | | | | (f) When was the property purchased by Seller? <u>2018</u> |
| g | ☒ | | | (g) Are you aware of the Zoning Classification? If "yes," what is the Zoning Classification? <u>Residential</u> |

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4. ROOF & ATTIC

	Yes	No	Unk
a			
b	✓		
c		✓	
d		✓	

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

- (a) Date roof was installed: 2008 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?

Exhaust vent installed, nail pops tightened, gutters cleaned

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

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

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

- (a) Does the Property have a sump pump, or grinder pump?
- (b) Does the property have a sump pit? If so, how many? 2 Where are they located? garage
- (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?

Dehumidifier run in basement, dampness in garage
Former owner installed french drain to deter water from coming inside

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

	Yes	No	Unk
a		✓	
b		✓	
c		✓	
d		✓	

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

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

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

7. STRUCTURAL ITEMS

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

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

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

If "yes," provide the installation date:

Kitchen & bathroom sink traps replaced
Brick sidewalk/walkway installed, driveway skim coat applied, stone retaining walls rebuilt
Horizontal cracks in ceramic tiles

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Page 3**8. ADDITIONS/REMODELING**WPML LISTING #
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	Yes	No	Unk	
a		☒		(a) Have you made any additions, structural changes, or other alterations to the property during your ownership?
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. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changes made by prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.

	Yes	No	Unk	
b				(b) Did you obtain all necessary permits and approvals and was all work in compliance with building codes?
c			☒	(c) Did any former owners of the Property make any additions, structural changes, or other alterations to the Property?
If "yes," please identify the work that was done and indicate whether all necessary permits and approvals were obtained along with compliance with building codes: _____				

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:

	Yes	No	Unk	N/A	
A	☒				(A) Source
1					1. Public Water
2		☒			2. A well on the property
3		☒			3. Community Water
4		☒			4. No Water Service (explain): _____
5		☒			5. Other (explain): _____
B				☒	(B) Bypass valve (for properties with multiple water sources)
1		☒			1. Does your water source have a bypass valve?
2				☒	2. If "yes," is the bypass valve working?
C					(C) General
1		☒			1. Does the property have a water softener, filter, or other type of treatment system?
2	☒				If you do not own the system, explain: _____
3				☒	2. Have you ever experienced a problem of any nature with your water supply?
4		☒			If "yes," please explain: <u>replaced pressure regulator</u>
5		☒			3. If the property has a well, do you know if the well has ever run dry?
6		☒			4. Is there a well on the property not used as the primary source of drinking water?
7		☒			5. Is the water system on this property shared?
8		☒			6. Are you aware of any leaks or other problems, past or present, related to the water supply, pumping system, well, and related items?
9					If "yes," please explain: _____
a					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?
b					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.

	Yes	No	Unk	N/A	
A	☒				(A) What is the type of sewage system?
1					1. Public Sewer
2		☒			2. Individual on-lot sewage system
3		☒			3. Individual on-lot sewage system in proximity to well
4		☒			4. Community sewage disposal system
5		☒			5. Ten-acre permit exemption
6		☒			6. Holding tank
7		☒			7. Cesspool
8		☒			8. Septic tank
9		☒			9. Sand mound
10		☒			10. None
11		☒			11. None available/permit limitations in effect
12		☒			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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10. SEWAGE SYSTEM (continued)

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

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

(B) Miscellaneous

1. Is there a sewage pump?
2. If there is a sewage pump, is the sewage pump in working order?
3. When was the septic system, holding tank, or cesspool last serviced? _____
4. Is the sewage system shared? If "yes," please explain: _____
5. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? If "yes," please explain: Sewer line has been snaked proactively. Have never had a backup.

11. PLUMBING SYSTEM

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

(A) Type of plumbing:

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

(B) Known problems

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

12. DOMESTIC WATER HEATING

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

(A) Type of water heating:

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

(B) Known problems and age

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

13. AIR CONDITIONING SYSTEM

	Yes	No	Unk
A			
1	✓		
2		✓	
3		✓	
4		✓	
5			
6			
7			
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: Garage + attic7. Age of Central Air Conditioning System: 2025 Date last serviced, if known: _____

8. Are you aware of any problems with any item in this section? If "yes," explain: _____

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

14. HEATING SYSTEM

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

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

1. Electric
2. Fuel Oil
3. Natural Gas
4. Propane
5. Coal
6. Wood
7. Pellet
8. Other. If "other," please explain: _____

9. Are you aware of any problems with any item in this section? If "yes," please explain: _____

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

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

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14. HEATING SYSTEM (continued)

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

5. Steam
6. Wood Stove (How many? _____)
7. Other _____
- (C) Age of Heating System: 2012
- (D) Date last serviced, if known: 2026
- (E) List any areas of the house that are not heated: Attic + garage
- (F) Are there any fireplaces? How many? 1
1. Are all fireplace(s) working?
2. Fireplace types (woodburning, gas, electric, etc.): Woodburning
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)? 1 When were they last cleaned? 2018
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		☒	
2	☒		
3		☒	
4		☒	

- (A) Type of electrical system:
1. Fuses
2. Circuit Breakers - How many amps? 100
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):

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

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.

- (A) Electric garage door opener. Number of transmitters: 2 Brand new 2026
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: Refrigerator light intermittent
1. Please also identify the location if these items are not in the kitchen. _____

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

	Yes	No	Unk	
R	☒	☐	☐	(R) Washer? 1. Is it in working order?
1	☒	☐	☐	(S) Dryer? 1. Is it in working order?
S	☒	☐	☐	(T) Intercom system? 1. Is it in working order?
1	☒	☐	☐	(U) Ceiling fans? Number of ceiling fans _____ 1. Are they working order?
T	☒	☐	☐	2. Location of ceiling fans: _____
1	☒	☐	☐	(V) Awnings?
U	☒	☐	☐	(W) Attic Fan(s)
2	☒	☐	☐	(X) Exhaust Fans?
V	☒	☐	☐	(Y) Storage Shed?
W	☒	☐	☐	(Z) Deck?
X	☒	☐	☐	(AA) Any type of invisible animal fence?
Y	☒	☐	☐	(BB) Satellite dish?
Z	☒	☐	☐	(CC) Describe any equipment, appliance or items not listed above: _____
AA	☒	☐	☐	(DD) Are any items in this section in need of repair or replacement? If "yes," please explain: _____
BB	☒	☐	☐	
CC	☒	☐	☐	
DD	☒	☐	☐	

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

	Yes	No	Unk	
A	☐	☒	☐	(A) Are you aware of any fill or expansive soil on the Property?
B	☐	☒	☐	(B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or that affect the Property?
C	☐	☒	☐	(C) Are you aware of any existing or proposed mining, strip mining, or any other excavations that might affect this Property?
D	☐	☒	☐	(D) Do you currently have a flood insurance policy on this property?

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.

	Yes	No	Unk	
E	☒	☒	☐	(E) To your knowledge, is the Property, or part of it, located in a flood zone or wetlands area?
F	☒	☐	☐	(F) Do you know of any past or present drainage or flooding problems affecting the Property or adjacent properties?
G	☒	☐	☐	(G) Do you know of encroachments, boundary line disputes, rights of way, or easements?
H	☐	☒	☐	(H) Are you aware of any shared or common areas (i.e., driveways, bridges, docks, walls, etc.) or maintenance agreements?
I	☒	☐	☐	(I) Do you have an existing survey of the Property? If "yes," has the survey been made available to the Listing Real Estate Broker?
J	☒	☐	☐	(J) Does the Property abut a public road? If not, is there a recorded right-of-way and maintenance agreement to a public road?
K	☒	☐	☐	(K) Is the Property, or a portion of it, preferentially assessed for tax purposes or subject to limited development rights? If "yes," check all that apply: 1. Farmland and Forest Land Assessment Act - 72 P.S. § 5490.1 et seq. (Clean and Green Program) 2. Open Space Act - 16 P.S. § 11941 et seq. 3. Agricultural Area Security Law - 3 P.S. § 901 et seq. (Development Rights) 4. Other: <u>Homestead exemption</u>
1	☐	☒	☐	(L) Has the property owner(s) attempted to secure mine subsidence insurance?
2	☐	☒	☐	(M) Has the property owner(s) obtained mine subsidence insurance? Details: _____
3	☐	☒	☐	(N) Are you aware of any sinkholes that have developed on the property?
4	☒	☐	☐	(O) Do you know the location and condition of any basin, pond, ditch, drain, swell, culvert, pipe, or other man-made feature of land that temporarily or permanently conveys or manages stormwater for the property?
L	☐	☒	☐	(P) If the answer to subparagraph (O) above is "yes:" 1. Is the owner of the property responsible for the ongoing maintenance of the stormwater facility?
M	☐	☒	☐	2. Is the maintenance responsibility with another person or entity?
N	☐	☒	☐	
O	☐	☒	☐	
P	☐	☒	☐	
1	☐	☒	☐	
2	☐	☒	☐	

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Buyer Initials _____

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

Q	Yes	No	Unk

(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: Prior owners added French drain system to alleviate water entering house.

18. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

	Yes	No	Unk	N/A
A		☒		
B		☒		
C		☒		
D	☒			
E		☒		
F		☒		
G		☒		
H	☒			

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 underground tanks (other than home heating fuel or septic tanks disclosed above)?
- (B) Are you aware of any past or present hazardous substances present on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs), etc.?
- (C) Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
- (D) Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
- (E) Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?
- (F) Are you aware of any dumping on the Property?
- (G) Are you aware of the presence of an environmental hazard or biohazard on your property or any adjacent property?
- (H) Are you aware of any tests for radon gas that have been performed in any buildings on the Property?

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)	NAME OF TESTING SERVICE
4/11/18	Radon	3.2 pCi/L	Inspection Services
4/11/18	Mold	See attached	GHS Pittsburgh

I	Yes	No	Unk	N/A
	☒			

(I) Are you aware of any radon removal system on the Property?

If "yes," list date installed and type of system, and whether it is in working order below:

DATE INSTALLED	TYPE OF SYSTEM	PROVIDER	WORKING ORDER
			Yes No

J	Yes	No	Unk	N/A
	☒			
1				
K		☒		
1				
L		☒		
M		☒		

(J) If Property was constructed, or if construction began before 1978, you must disclose any knowledge of lead-based paint on the Property. Are you aware of any lead-based paint or lead-based paint hazards on the Property?

1. If "yes," explain how you know of them, where they are, and the condition of those lead-based paint surfaces:

(K) If Property was constructed, or if construction began before 1978, you must disclose any reports or records of lead-based paint or lead based paint hazards on the Property. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

1. If "yes," list all available reports and records:

(L) Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

(M) Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in this section: We removed growth in garage because it did not require professional treatment

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. Information on environmental issues is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO: P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

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

A	Yes	No	Unk
1			
2			
3			
4			

(A) Please indicate whether the property is part of a:

- Condominium Association
- Cooperative Association
- Homeowners Association or Planned Community
- 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. The Buyer will have the option of canceling the Agreement with return of all deposit moneys until the Certificate has been provided to the Buyer and for five days thereafter or until conveyance, whichever occurs first. The Seller must be sure the Buyer receives a Resale Certificate. In addition, a Buyer of a Resale Unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees, or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five (5) days thereafter or until conveyance, whichever occurs first.

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

	Yes	No	Unk
1			
2			
3			
4			
5			
6			

(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

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

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		✓	
H		✓	
I		✓	
J		✓	

- (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		✓	
L		✓	

- (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		✓	
N		✓	
O		✓	

- (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		✓	
2		✓	
3		✓	
4		✓	
5		✓	
6		✓	

- (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	☒	☐	☐
---	-------------------------------------	--------------------------	--------------------------

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

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

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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 Stephen R Bachmann Jr

DATE 6/30/26

SELLER Jennifer K Bachmann

DATE 6/30/26

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.



by InspectorLab

3301 N.W. 55th St., Ft. Lauderdale, FL 33309 | 888-854-0477

PREPARED FOR: GHS-PITTSBURGH

TEST ADDRESS: 60 IROQUOIS DR PITTSBURGH, PA 15228

CERTIFICATE OF MOLD ANALYSIS

PREPARED FOR:

GHS-PITTSBURGH

PHONE NUMBER: (412) 447-5582

EMAIL: PITTNORTH@GREENHOMESOLUTIONS.COM

TEST LOCATION:

STEPHEN BACHMANN

60 IROQUOIS DR

PITTSBURGH, PA 15228

CHAIN OF CUSTODY #: 52189568

COLLECTED: WED APRIL 11, 2018

RECEIVED: THU APRIL 12, 2018

REPORTED: THU APRIL 12, 2018

APPROVED BY: JOHN D. SHANE PH.D.,
LABORATORY MANAGER

VERSION: 1.0 (A VERSION NUMBER GREATER THAN ONE (1) INDICATES THAT THE DATA IN THIS REPORT HAS BEEN AMENDED)

EPA regulations or standards for airborne or surface mold concentrations have not been established. There are also no EPA regulations or standards for evaluating health effects due to mold exposure. Information about mold can be found at www.epa.gov/mold.

All samples were received in an acceptable condition for analysis unless noted specifically in the Comments section under a particular sample. All results relate only to the samples submitted for analysis.

A version greater than 1.0 indicates that the lab report has been revised.

FOR MORE INFORMATION, PLEASE CONTACT INSPECTORLAB AT (888) 854-0477 OR EMAIL ASK@INSPECTORLAB.COM

PREPARED FOR: GHS-PITTSBURGH

TEST ADDRESS: 60 IROQUOIS DR PITTSBURGH, PA 15228

Detailed Mold Report

(WATER-INDICATING FUNGI ARE SHOWN BELOW IN RED)

Analysis Method	Air Analysis	Surface Analysis	Air Analysis	Air Analysis
Lab Sample #	52189568-1	52189568-2	52189568-3	52189568-4
Sample Identification	25570344	B1532733	25570754	25570786
Sample Location	MASTER BEDROOM	GARAGE	BASEMENT	OUTSIDE
Sample Type / Metric	Bio-Tape/150.0L	Bio-Tape	Air-O-Cell/150.0L	Bio-Tape/150.0L
Analysis Date	Thu April 12, 2018	Thu April 12, 2018	Thu April 12, 2018	Thu April 12, 2018
Determination	NORMAL	GROWTH	NORMAL	CONTROL

Fungal Types Identified	Raw Count	Spores / m ³	% of Total		Mold Present		Raw Count	Spores / m ³	% of Total	Raw Count	Spores / m ³	% of Total									
*INDOOR PROBLEM FUNGI																					
Cladosporium	---	---	---		X		---	---	---	---	---	---									
Hyphae	---	---	---		X		---	---	---	---	---	---									
**Non-Problem Fungi																					
Ascospores	1	7	5		---		---	---	---	---	---	---									
Basidiospores	8	54	41		---		4	27	50	---	---	---									
Cladosporium	1	7	5		*		---	---	---	8	54	100									
Epicoccum	1	7	5		---		---	---	---	---	---	---									
Penicillium/Aspergillus	4	27	20		---		4	27	50	---	---	---									
Pithomyces	1	7	5		---		---	---	---	---	---	---									
Smut/Myxomycetes	1	7	5		---		---	---	---	---	---	---									
Stachybotrys	1	7	5		---		---	---	---	---	---	---									
Unclassified Pigmented Spores	1	7	5		---		---	---	---	---	---	---									
Total Spore Count	19	130	100		X		8	54	100	8	54	100									
Minimum Detection Limit	7			N/A			7			7											
Comments/Definitions	Mold counts are within a NORMAL RANGE and there is no indication, based on the mold counts, that there is any exposure concern to the occupants. The LIGHT DEBRIS present in the sample likely had no effect on the accuracy of the mold count.			Presence of current or former MOLD GROWTH observed. EXPOSURE TO SPORES LIKELY and will continue if the growth is not removed. An active or intermittent water source will cause the mold to continue to grow if the water source is not eliminated.			Mold counts are within a NORMAL RANGE and there is no indication, based on the mold counts, that there is any exposure concern to the occupants. The LIGHT DEBRIS present in the sample likely had no effect on the accuracy of the mold count.			CONTROL samples are normally taken outside a building to provide a baseline from which samples on the interior of the building are compared. Outside air is considered normal whatever the mold counts may be. LIGHT DEBRIS: The debris present in the sample likely had no effect on the accuracy of the mold count.											
Raw Count:												Actual number of spores observed and counted.									
Spores/m ³ :												Spores per cubic meter.									
% of Total:												Percentage of a particular spore in relation to total number of spores.									
X:												Spore type was observed.									
---	Spore type was not observed.																				

* Indoor Problem Fungi are generally capable of growing on wetted building materials.

** Non-Problem Fungi are less capable or do not grow on wetted building materials. They are commonly found in the air outside and infiltrate into indoor air naturally. High numbers of any one of these spore types as compared to the Control sample may indicate that they are growing on wetted building materials indoors.

Spore types not listed in this report were not observed.

Background debris estimates the amount of non-spore particles. Increasing amount of debris will affect the accuracy of the spore counts. Total percent may not equal 100% due to rounding.



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PREPARED FOR: GHS-PITTSBURGH

TEST ADDRESS: 60 IROQUOIS DR PITTSBURGH, PA 15228

Detailed Mold Report

Analysis Method	Surface Analysis	Intentionally Blank	Intentionally Blank	Intentionally Blank
Lab Sample #	52189568-5			
Sample Identification	TAPE LIFT			
Sample Location	ATTIC			
Sample Type / Metric	Tape Lift			
Analysis Date	Thu April 12, 2018			
Determination	NO GROWTH			
Fungal Types Identified				
Comments/Definitions Raw Count: Actual number of spores observed and counted. Spores/m ³ : Spores per cubic meter. % of Total: Percentage of a particular spore in relation to total number of spores. X: Spore type was observed. ---: Spore type was not observed.	NO GROWTH or former mold growth observed. NO FUNGAL SPORES OBSERVED in this sample.	INTENTIONALLY BLANK	INTENTIONALLY BLANK	INTENTIONALLY BLANK

PREPARED FOR: GHS-PITTSBURGH**TEST ADDRESS:** 60 IROQUOIS DR PITTSBURGH, PA 15228**Introduction**

All spores found in indoor air are also normally found in outdoor air because most originate or live in the soil and on dead or decaying plants. Therefore, it is not unusual to find mold spores in indoor air. This Mold Glossary is only intended to provide general information about the mold found in the samples that were provided to the laboratory.

Ascospores

Outdoor Habitat: Soil and decaying vegetation, dead and dying insects. These spores constitute a large part of the spores in the air and can be found in the air in very large numbers in the spring and summer, especially during and up to three (3) days after a rain.

Indoor Habitat: Very few of fungi that produce ascospores grow indoors. Some fungi that produce ascospores are recognizable by their spores and when observed are listed under their own categories. Wetted wood and gypsum wallboard paper

Allergy Potential: Depends on the type of fungus producing the ascospores.

Disease Potential: Not normally pathogenic as a group

Toxin Potential: None known

Comments: Ascospores are produced from a very large group of fungi. Notable ascospores that are considered problematic for indoor environments are Chaetomium, Peziza, and Ascotricha. If these types of ascospores are observed they will be listed in the report under their own names.

Basidiospores

Outdoor Habitat: These are mushroom spores and are common everywhere outside, especially in the late summer and fall.

Indoor Habitat: Mushrooms can grow on very wet wood products, especially on footer plates, basements, and crawlspaces. Sometimes mushrooms can be observed growing in potted plants indoors.

Allergy Potential: Rarely reported, but some Type I (hay fever, asthma) and Type III (hypersensitivity pneumonitis) has been reported.

Disease Potential: None known

Toxin Potential: None known

Comments: Mushroom spores are commonly found indoors, especially when the outdoor spore count is high. When spores of this group are derived from wood rotting fungi, including dry rot (*Serpula* and *Poria*), they can be especially destructive to buildings. When spores from destructive types of mushrooms (dry and wet rot group) are observed in the sample they are listed under their own names on the report.

PREPARED FOR: GHS-PITTSBURGH**TEST ADDRESS:** 60 IROQUOIS DR PITTSBURGH, PA 15228***Cladosporium***

Outdoor Habitat: Cladosporium is one of the most common environmental fungi observed worldwide and is widely reported from soil and decaying vegetation.

Cladosporium herbarum and C. cladosporioides are among the most frequently encountered species, both in outdoor and indoor environments.

Indoor Habitat: Wetted wood and gypsum wallboard paper, paper products, textiles, rubber, window sills. Cladosporium has the ability to grow at low temperatures and can thus, grow on rubber gaskets and food in refrigerators.

Allergy Potential: Type I (hay fever, asthma) - an important and common outdoor allergen

Disease Potential: Opportunistic pathogen in immunocompromised persons, not normally a pathogen in healthy individuals. Cladosporium are some of the most common species reported as indoor contaminants, occasionally linked to health problems.

Toxin Potential: Cladosporium has two known toxins (cladosporin and emodin). These toxins are not known to be highly toxic. There is no evidence in the literature of toxic effects associated to inhalation of Cladosporium conidia (spores) indoors.

Comments: The most commonly reported spore in the outdoor air worldwide. This makes Cladosporium one of the most commonly reported and abundant spore types both indoors and outdoors. The prevalence of this spore can vary throughout the year, but is especially high in late summer and autumn, especially where cereal crops are commonly planted.

An important and common allergen source.

Epicoccum

Outdoor Habitat: Epicoccum is a widespread cosmopolitan that grows on dead or decaying organic matter, wood, textiles, paper, a variety of foods, insects and human skin. It is commonly found in the soil. Epicoccum spores are more prevalent on dry, windy days, with higher counts late in the day.

Indoor Habitat: Capable of growing on a wide variety of substrates and manufactured products found indoors when wetted such as gypsum board, floors, carpets, mattress dust, and house plants.

Allergy Potential: Type I (hay fever, asthma)

Disease Potential: None known

Toxin Potential: None known

Comments: Very common in outdoor air in the summer months, especially in the midwest USA during harvest times.

PREPARED FOR: GHS-PITTSBURGH**TEST ADDRESS:** 60 IROQUOIS DR PITTSBURGH, PA 15228***Hyphae*****Outdoor Habitat:** Soil and decaying vegetation**Indoor Habitat:** Wetted wood and gypsum wallboard paper**Allergy Potential:** Known to be allergenic.**Disease Potential:** None known**Toxin Potential:** None known**Comments:** "Root-like" structures of fungal growth that can become airborne and may be allergenic.

When hyphae are found growing on a surface and associated with fruiting bodies and/or fungal spores, they indicate that growth has taken place and remedial action is suggested. Sometimes hyphae grow and do not produce spores. A hyphal mass is indicative of mold growth.

Penicillium/Aspergillus**Outdoor Habitat:** Soil and decaying vegetation, textiles, fruits. These spores are commonly observed and are a normal part of outside air.**Indoor Habitat:** Wetted wood and gypsum wallboard paper, textiles, leather, able to grow on many types of substrates.**Allergy Potential:** Type I (hay fever, asthma), Type III (hypersensitivity pneumonitis)**Disease Potential:** Opportunistic pathogen in immunocompromised persons, not normally a pathogen in healthy individuals.**Toxin Potential:** Several known**Comments:** Extremely common in indoor air in low amounts. This type of spore should not constitute an overwhelming percentage and be present in very high numbers.

These two genera are grouped together because they cannot be reliably differentiated into their respective genera based solely on spore morphology.

Pithomyces**Outdoor Habitat:** Soil and decaying vegetation and their spores are easily dispersed into the air by wind**Indoor Habitat:** Wetted wood and gypsum wallboard paper**Allergy Potential:** None known**Disease Potential:** None known**Toxin Potential:** One known (sporidesmin)**Comments:** A very common spore type in the air. Can be a water indicator mold type indoors

PREPARED FOR: GHS-PITTSBURGH**TEST ADDRESS:** 601 ROQUOIS DR PITTSBURGH, PA 15228***Smut/Myxomycetes*****Outdoor Habitat:** Soil and decaying vegetation and wood, especially dead stumps and bark**Indoor Habitat:** Not known to grow indoors, sometimes found on firewood**Allergy Potential:** Type I (hay fever, asthma), rare**Disease Potential:** None known**Toxin Potential:** None known**Comments:** These two groups are difficult to distinguish due to their "round, brown" morphology. Smuts are especially common in the environment and can be seen in indoor air samples even during the winter in homes because the spores can get trapped in carpets***Stachybotrys*****Outdoor Habitat:** Soil and decaying vegetation, especially straw**Indoor Habitat:** Wetted wood, gypsum wallboard paper, cardboard boxes and ceiling tiles. This type of mold needs significant water to grow and thrive**Allergy Potential:** Type I (hay fever, asthma)**Disease Potential:** None known**Toxin Potential:** Several known (including macrocyclic trichothecenes, satratoxin F, G, H)**Comments:** Spores can be dispersed into the air when old and dry, but are wet, slimy and heavy when actively growing and thus are not easily dispersed into the air. Significantly higher numbers of spores, as compared to outside background levels, of this genus are not normal for indoor environments and indicate a current or former water problem. It is not that unusual to find the occasional *Stachybotrys* spore in the air indoors. *Stachybotrys* has several mycotoxins and has been implicated as a causative agent in disease. HIGH CONCENTRATIONS AND LONG EXPOSURES TO STACHYBOTRYS SHOULD BE AVOIDED.***Unclassified Pigmented Spores*****Outdoor Habitat:** None specified**Indoor Habitat:** None specified**Allergy Potential:** Unknown**Disease Potential:** None known**Toxin Potential:** Unknown**Comments:** Unknown spores that have at least some color, but do not have enough distinctive characteristics to be identified as any particular type of spore.

This type of spore may also be new to science and therefore, unclassified.



INSPECTIONEERING^{LLC}

Building Consultants

150 River Road, Templeton, PA 16259

412-421-9100

www.inspectioneeringpgh.com



RADON INSPECTION REPORT

This radon inspection was performed in accordance with EPA protocols as contained in the *Pennsylvania's Home Buyer's and Seller's Guide to Radon*. This report is for the exclusive use of the client in this transaction only. Inspectioneering LLC will not recognize use of this report for any purpose by any third party.

Customer Name	Stephen Bachmann	Analysis Date	4-11-2018
Test Location Address	60 Iroquois Dr. Pittsburgh, PA 15228		
County	Allegheny		
Detector placed/retrieved by	Robert Morrow		
PA Dept. of Environmental Protection Radon ID#	3100		

TEST CONDITIONS

Start Date	4-9-2018	Start Time	1pm	Start Weather	Overcast
Stop Date	4-11-2018	Stop Time	1pm	Stop Weather	Sunny
Those present at start of test	Home Inspector	Structure occupied during test?	Yes		
Compliance Agreement Signed?	No	Radon Test Results	3.2pCi/L		

TEST DETAILS

Type	Location Tested	Serial #	Calibration Date	Calibration Expiration Date	Radon Test Results	Tamper Controls
Sun Nuclear Continuous Radon Monitor 1028	Basement	103145004	7/11/17	7/11/18	3.2pCi/L	Motion Detector

PROTOCOLS OBSERVED	
Were "Closed House Conditions" observed at the start of the test? If no, please comment:	Yes
Were "Closed House Conditions" observed at the end of this test? If no, please comment:	Yes
Was the testing device placed away from drafts & heat?	Yes
Was there at least 4" of clearance around the testing device?	Yes
Was the testing device placed at least 20" above floor, 1' from exterior walls and 3' from exterior openings?	Yes
Were sustained wind speeds in excess of 30mph experienced during this test?	No
Did rainfall exceed .5" during this test?	No
Were certification seals requested for placement on doors and windows during this test?	No
Were exterior doors and windows monitored by Inspectioneering LLC during this testing?	No
Was an active mitigation system in operation during the entire test?	No
BUILDING INFORMATION	
Approximate age of home	71Years
House type	Two story
Foundation type	Basement
Basement finish	Finished
Basement wall construction	block
Is there a crawl space?	No
Are vents present?	N/A
Is a vapor barrier present?	N/A
If present, vapor barrier covers % of ground	%
Is there a foundation water removal system?	Yes
Does the home use well water?	No
Potential Radon Entry Points:	Floor and wall cracks

MITIGATION INFORMATION	
Is there an active mitigation system present?	No
System installed by	n/a
Date of installation	n/a
Fan Manufacturer	n/a
Model #	n/a
Fan location	n/a
Is exhaust above eave, 10' above ground and away from windows, doors or breathing zones?	n/a
System failure indicator	n/a
Does the installation meet current DEP standards?	n/a

Mitigation system comments:

PURPOSE OF THIS INSPECTION REPORT

To provide a professional opinion of a structure's radon levels as of the date of inspection, limited to the conditions in this report. All homes have some level of radon gas. The following is provided as frame of reference to help you understand the results of your test.

1. A reported result of less than 4.0 pCi/L is below the present maximum recommended level by the Pennsylvania DEP and follow up measurements are probably not needed.
2. A reported result equal to or greater than 4.0 pCi/L is above the present recommended level. Longer term follow up measurements or mitigation by a Pennsylvania certified contractor is recommended.

For further information please refer to the "Pennsylvania's Home Buyer's and Seller's Guide to Radon" or the "Pennsylvania Citizen's Guide to Radon".

RADON HEALTH RISK INFORMATION

Radon is the second leading cause of lung cancer, after smoking. The U.S. Environmental Protection Agency (EPA) and the Surgeon General strongly recommend taking further action when the home's radon test results are 4.0 pCi/L or greater. The national average indoor level is about 1.3 pCi/L. The higher the home's radon level the greater the health risk to you and your family. Reducing your radon levels can be done easily, effectively and fairly inexpensively. Even homes with very high radon levels can be reduced below 4.0 pCi/L. For further information about reducing elevated radon levels please refer to the "Pennsylvania Consumer's Guide to Radon Reduction".

Inspectioneering LLC cannot be assured the necessary conditions were maintained during the testing period. There can be uncertainty with any radon measurement due to statistical variations and other factors such as changes in the weather and operations of the dwelling. While we make every effort to maintain quality control and include checks and verification steps in our procedures, we make NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, for the consequences of erroneous test results. Inspectioneering LLC nor its employees shall be liable under any claim, charge or demand, whether in contract, tort or otherwise, for any and all loss, cost, charge, claim, demand, fee, expense or damage of any nature or kind arising out of, connected with, resulting from, or sustained as a result of any radon test.

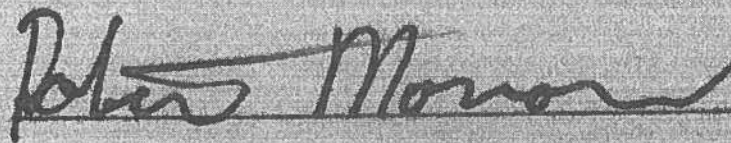
NOTICE

"The Radon Certification Act" requires that anyone who provides any radon-related service or products to the general public must be certified by the Pennsylvania Department of Environmental Protection. You are entitled to evidence of certification from any person who provides such services or products. You are also entitled to a price list of services or products offered. All radon measurements data will be sent to the Department as required in the act and will be kept confidential. If you have questions, comments or complaints concerning persons who provide radon-related services please contact the Department at The Bureau of Radiation Protection, Department of Environmental Protection, P.O. Box 8469, Harrisburg, PA 17105-8469, (717) 783-3594 or (800) 237-2366.

TERMS FOR RADON TESTING

The radon test was performed with due diligence according to Pennsylvania DEP protocols. However, no guarantee of the appropriate test conditions is possible on property owned by a third party. Inspectioneering LLC assumes no liability or responsibility for retesting necessitated by a breach of the appropriate test conditions by others. The radon test indicates with accepted reasonable accuracy the radon levels during the duration of the test. Radon levels can vary significantly due to fluctuating weather, seasonal conditions, ventilation rates, test location, and other factors. No guarantee of future levels is therefore included. No testing or determination of the longevity or quality of any installed equipment is included in this report.

Technician:



Robert Morrow

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 60 Iroquois Drive, Mt Lebanon, PA 15228**
2 **SELLER Stephen R Bachmann Jr, Jennifer K Bachmann**
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:** _____

OGM Page 1 of 2

Seller Initials: SRB JKB

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rev. 9/22; rel. 1/23



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

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60 Iroquois Drive,

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

5. SURFACE DAMAGES

In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 4(A), then Seller further agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages, which include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and ii) any and all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline right-of-way agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the lease is attached to this Addendum or will be provided to Buyer within _____ days (10 if not specified).

6. DOMESTIC FREE GAS

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

7. DOCUMENTATION

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

8. ASSIGNMENT OF INTEREST

Buyer, or someone acting on Buyer's behalf, will be responsible for promptly notifying any and all lessees in writing of the assignment of any oil, gas and/or mineral rights/interests to Buyer. This paragraph will survive settlement.

9. ADDITIONAL RESOURCES

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

BUYER _____

DATE _____

BUYER _____

DATE _____

BUYER _____

DATE _____

SELLER *✓* 

Stephen R Bachmann Jr

DATE 6/30/26

SELLER *✓* 

Jennifer K Bachmann

DATE 6/30/26

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

PROPERTY 60 Iroquois Drive, Mt Lebanon, PA 15228

SELLER Stephen R Bachmann Jr, Jennifer K Bachmann

LEAD WARNING STATEMENT

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

SELLER'S DISCLOSURE

☒ / ☒ Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
☐ / ☐ Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

SELLER'S RECORDS/REPORTS

☒ / ☒ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
☐ / ☐ Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in or about the Property. (List documents):

Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

SELLER ☒ Stephen R Bachmann Jr DATE 6/30/26

SELLER ☒ Jennifer K Bachmann DATE 6/30/26

SELLER _____ DATE _____

BUYER

DATE OF AGREEMENT

BUYER'S ACKNOWLEDGMENT

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

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

BUYER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____

AGENT ACKNOWLEDGEMENT AND CERTIFICATION

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

The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

Seller Agent and Buyer Agent must both sign this form.

BROKER FOR SELLER (Company Name) BHHS THE PREFERRED REALTY

LICENSEE ☒ Lori Maffeo DATE 6/30/26

BROKER FOR BUYER (Company Name)

LICENSEE _____ DATE _____



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10/16

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. **Dual Agent's 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. **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. 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. Seller and Buyer understand and agree that Broker compensation is not set by law and is fully negotiable. Broker shall have the right to collect compensation or a fee from the Seller, the Buyer, or both according to the terms of their respective agency contracts as well as the agreement of sale.
6. Seller and Buyer 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 6/30/26, and the Exclusive Right to Sell Listing Agreement signed by the Seller on 6/30/26. 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.
8. This Dual Agency Consent form 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 consent of the Parties.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: Stephen R Bachmann Jr
Stephen R Bachmann Jr

Date: 6/30/26

Seller: Jennifer K Bachmann
Jennifer K Bachmann

Date: 6/30/26



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