

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 PROPERTY 2337 Los Angeles Avenue, Pittsburgh, PA 15216

2 SELLER Estate of Anthony C Nowinski

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and **is not a substitute for any**
14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

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

COMMON LAW DUTY TO DISCLOSE

34 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
35 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
36 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**
37

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

38 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required
39 to fill out a Seller's Property Disclosure Statement. **The executor, administrator or trustee, must, however, disclose any known**
40 **material defect(s) of the Property.**
41 *Lori Maffeo, Co Executor*
42

DATE 7/29/2026 | 2:28 PM EDT

43 **Seller's Initials** LH ANE **Date** 7/29/2026 | 2:28 **SPD** **Page 1 of 11** **Buyer's Initials** ____ / ____ **Date** ____



44 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 45 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

46 **1. SELLER'S EXPERTISE**

- 47 (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or
 48 other areas related to the construction and conditions of the Property and its improvements?
 49 (B) Is Seller the landlord for the Property?
 50 (C) Is Seller a real estate licensee?

	Yes	No	Unk	N/A
A		X		
B		X		
C		X		

51 **Explain any "yes" answers in Section 1:** _____
 52 _____

53 **2. OWNERSHIP/OCCUPANCY**

- 54 (A) **Occupancy**
 55 1. When was the Property most recently occupied? April 2026
 56 2. By how many people? 1
 57 3. Was Seller the most recent occupant?
 58 4. If "no," when did Seller most recently occupy the Property? March 2012
 59 (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
 60 1. The owner
 61 2. The executor or administrator
 62 3. The trustee
 63 4. An individual holding power of attorney
 64 (C) When was the Property acquired? November 1979
 65 (D) List any animals that have lived in the residence(s) or other structures during your ownership: _____
 66 Parakeets, guinea pigs, turtle, a fish

	Yes	No	Unk	N/A
A1				
A2				
A3		X		
A4				
B1		X		
B2	X			
B3		X		
B4		X		
C				

67 **Explain Section 2 (if needed):** _____
 68 _____

69 **3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS**

- 70 (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures
 71 regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.
 72 (B) **Type.** Is the Property part of a(n):
 73 1. Condominium
 74 2. Homeowners association or planned community
 75 3. Cooperative
 76 4. Other type of association or community _____
 77 (C) If "yes," how much are the fees? \$ _____, paid ([] Monthly)([] Quarterly)([] Yearly)
 78 (D) If "yes," are there any community services or systems that the association or community is responsi-
 79 ble for supporting or maintaining? Explain: _____
 80 (E) If "yes," provide the following information:
 81 1. Community Name _____
 82 2. Contact _____
 83 3. Mailing Address _____
 84 4. Telephone Number _____
 85 (F) How much is the capital contribution/initiation fee(s)? \$ _____

	Yes	No	Unk	N/A
B1		X		
B2		X		
B3		X		
B4		X		
C				X
D				X
E1				X
E2				X
E3				X
E4				X
F				X

86 **Notice to Buyer:** A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration
 87 (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium,
 88 cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition
 89 to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the cer-
 90 tificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

91 **4. ROOFS AND ATTIC**

- 92 (A) **Installation**
 93 1. When was or were the roof or roofs installed? _____
 94 2. Do you have documentation (invoice, work order, warranty, etc.)?
 95 (B) **Repair**
 96 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
 97 2. If it or they were replaced or repaired, were any existing roofing materials removed?
 98 (C) **Issues**
 99 1. Has the roof or roofs ever leaked during your ownership?
 100 2. Have there been any other leaks or moisture problems in the attic?
 101 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-
 102 spouts?

	Yes	No	Unk	N/A
A1			X	
A2				X
B1			X	
B2			X	
C1		X		
C2		X		
C3		X		

103 Seller's Initials Initial Initial Date 7/29/2026 | 2:28 PM EDT Page 2 of 11 Buyer's Initials _____/____ Date _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: _____

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

- 1. Does the Property have a sump pit? If "yes," how many? _____
- 2. Does the Property have a sump pump? If "yes," how many? _____
- 3. If it has a sump pump, has it ever run?
- 4. If it has a sump pump, is the sump pump in working order?

	Yes	No	Unk	N/A
A1		X		
A2		X		
A3				X
A4				X
B1		X		
B2		X		
B3			X	

(B) Water Infiltration

- 1. Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space?
- 2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- 3. Are the downspouts or gutters connected to a public sewer system?

Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: _____

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(A) Status

- 1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?
- 2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

	Yes	No	Unk	N/A
A1		X		
A2		X		
B1		X		
B2				

(B) Treatment

- 1. Is the Property currently under contract by a licensed pest control company?
- 2. Are you aware of any termite/pest control reports or treatments for the Property?

Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable: _____

7. STRUCTURAL ITEMS

- (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?
- (B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property?
- (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)?
- (D) **Stucco and Exterior Synthetic Finishing Systems**
 - 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 - 2. If "yes," indicate type(s) and location(s) _____
 - 3. If "yes," provide date(s) installed _____
- (E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?
- (F) Are you aware of any defects (including stains) in flooring or floor coverings?

	Yes	No	Unk	N/A
A	X			
B		X		
C		X		
D1			X	
D2			X	
D3			X	
E		X		
F	X	X		

Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: Foundation was repaired in 2024. Carpets need to be removed or replaced

8. ADDITIONS/ALTERATIONS

- (A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below.

	Yes	No	Unk	N/A
A		X		

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

Seller's Initials LSH **Date** 7/29/2026 | **Buyer's Initials** _____ **Date** _____

162 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
163 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Addition, structural change or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

☐ A sheet describing other additions and alterations is attached.

(B) Are you aware of any private or public architectural review control of the Property other than zoning codes? If "yes," explain: _____

Yes

No

Unk

N/A

176 **Note to Buyer:** The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and
177 altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work
178 and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to up-
179 grade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine
180 if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous
181 owners without a permit or approval.

182 **Note to Buyer:** According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for
183 drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-per-
184 vious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan
185 to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your
186 ability to make future changes.

187 **9. WATER SUPPLY**

(A) **Source.** Is the source of your drinking water (check all that apply):

1. Public

2. A well on the Property

3. Community water

4. A holding tank

5. A cistern

6. A spring

7. Other _____

8. If no water service, explain: _____

(B) **General**

1. When was the water supply last tested? _____
Test results: _____

2. Is the water system shared?
If "yes," is there a written agreement? _____

4. Do you have a softener, filter or other conditioning system?

5. Is the softener, filter or other treatment system leased? From whom? _____

6. If your drinking water source is not public, is the pumping system in working order? If "no,"
explain: _____

(C) **Bypass Valve** (for properties with multiple sources of water)

1. Does your water source have a bypass valve?

2. If "yes," is the bypass valve working?

(D) **Well**

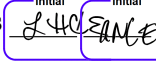
1. Has your well ever run dry?

2. Depth of well _____

3. Gallons per minute: _____, measured on (date) _____

4. Is there a well that is used for something other than the primary source of drinking water?
If "yes," explain _____

5. If there is an unused well, is it capped?

Seller's Initials 

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Buyer's Initials _____ / _____

Date _____

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2337 Los

217 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 218 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

	Yes	No	Unk	N/A
219 (E) Issues				
220 1. Are you aware of any leaks or other problems, past or present, relating to the water supply, 221 pumping system and related items?		X		
222 2. Have you ever had a problem with your water supply?		X		

223 **Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:**
 224 _____
 225 _____

226 **10. SEWAGE SYSTEM**

	Yes	No	Unk	N/A
227 (A) General				
228 1. Is the Property served by a sewage system (public, private or community)?	X			
229 2. If "no," is it due to unavailability or permit limitations?				X
230 3. When was the sewage system installed (or date of connection, if public)?			X	
231 4. Name of current service provider, if any: <u>PWSA</u>				

	Yes	No	Unk	N/A
232 (B) Type Is your Property served by:				
233 1. Public	X			
234 2. Community (non-public)		X		
235 3. An individual on-lot sewage disposal system		X		
236 4. Other, explain: _____			X	

	Yes	No	Unk	N/A
237 (C) Individual On-lot Sewage Disposal System. (check all that apply):				
238 1. Is your sewage system within 100 feet of a well?		X		
239 2. Is your sewage system subject to a ten-acre permit exemption?		X		
240 3. Does your sewage system include a holding tank?		X		
241 4. Does your sewage system include a septic tank?		X		
242 5. Does your sewage system include a drainfield?		X		
243 6. Does your sewage system include a sandmound?		X		
244 7. Does your sewage system include a cesspool?		X		
245 8. Is your sewage system shared?		X		
246 9. Is your sewage system any other type? Explain: _____				X
247 10. Is your sewage system supported by a backup or alternate system?		X		

	Yes	No	Unk	N/A
248 (D) Tanks and Service				
249 1. Are there any metal/steel septic tanks on the Property?		X		
250 2. Are there any cement/concrete septic tanks on the Property?		X		
251 3. Are there any fiberglass septic tanks on the Property?		X		
252 4. Are there any other types of septic tanks on the Property? Explain _____		X		
253 5. Where are the septic tanks located? _____				X
254 6. When were the tanks last pumped and by whom? _____				X

	Yes	No	Unk	N/A
256 (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic				
257 1. Are you aware of any abandoned septic systems or cesspools on the Property?		X		
258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's 259 ordinance?				X

	Yes	No	Unk	N/A
260 (F) Sewage Pumps				
261 1. Are there any sewage pumps located on the Property?		X		
262 2. If "yes," where are they located? _____				X
263 3. What type(s) of pump(s)? _____				X
264 4. Are pump(s) in working order?				X
265 5. Who is responsible for maintenance of sewage pumps? _____				X

	Yes	No	Unk	N/A
267 (G) Issues				
268 1. How often is the on-lot sewage disposal system serviced? _____				X
269 2. When was the on-lot sewage disposal system last serviced and by whom? _____				X
270				
271 3. Is any waste water piping not connected to the septic/sewer system?				X
272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage 273 system and related items?				X

275 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
276 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**
277 **Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation ef-**
278 **forts, the name of the person or company who did the repairs and the date the work was done:** _____
279

280 **11. PLUMBING SYSTEM**

281 (A) **Material(s).** Are the plumbing materials (check all that apply):

- 282 1. Copper
283 2. Galvanized
284 3. Lead
285 4. PVC
286 5. Polybutylene pipe (PB)
287 6. Cross-linked polyethylene (PEX)
288 7. Other _____

	Yes	No	Unk	N/A
A1			X	
A2			X	
A3			X	
A4			X	
A5			X	
A6			X	
A7			X	
B		X		

289 (B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but
290 not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

291 If "yes," explain: _____
292

293 **12. DOMESTIC WATER HEATING**

294 (A) **Type(s).** Is your water heating (check all that apply):

- 295 1. Electric
296 2. Natural gas
297 3. Fuel oil
298 4. Propane
299 If "yes," is the tank owned by Seller?
300 5. Solar
301 If "yes," is the system owned by Seller?
302 6. Geothermal
303 7. Other _____

	Yes	No	Unk	N/A
A1		X		
A2	X			
A3		X		
A4		X		
A5				X
A6		X		
A7		X		
B1				
B2			X	
B3			X	
C		X		

304 (B) **System(s)**

- 305 1. How many water heaters are there? 1
306 Tanks 1 Tankless _____
307 2. When were they installed? _____
308 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

309 (C) Are you aware of any problems with any water heater or related equipment?

310 If "yes," explain: _____
311

312 **13. HEATING SYSTEM**

313 (A) **Fuel Type(s).** Is your heating source (check all that apply):

- 314 1. Electric
315 2. Natural gas
316 3. Fuel oil
317 4. Propane
318 If "yes," is the tank owned by Seller?
319 5. Geothermal
320 6. Coal
321 7. Wood
322 8. Solar shingles or panels
323 If "yes," is the system owned by Seller?
324 9. Other: _____

	Yes	No	Unk	N/A
A1		X		
A2	X			
A3		X		
A4		X		
A5				X
A6		X		
A7		X		
A8		X		
A9		X		
B1	X			
B2		X		
B3		X		
B4		X		
B5		X		
B6		X		
B7		X		

325 (B) **System Type(s)** (check all that apply):

- 326 1. Forced hot air
327 2. Hot water
328 3. Heat pump
329 4. Electric baseboard
330 5. Steam
331 6. Radiant flooring
332 7. Radiant ceiling

334 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

		Yes	No	Unk	N/A
336	8. Pellet stove(s)		X		
337	How many and location? _____				
338	9. Wood stove(s)		X		
339	How many and location? _____				X
340	10. Coal stove(s)		X		
341	How many and location? _____				X
342	11. Wall-mounted split system(s)		X		
343	How many and location? _____				X
344	12. Other: _____		X		
345	13. If multiple systems, provide locations _____				X
346					
347	(C) Status				
348	1. Are there any areas of the house that are not heated?		X		
349	If "yes," explain: _____				X
350	2. How many heating zones are in the Property? _____			X	
351	3. When was each heating system(s) or zone installed? _____			X	
352	4. When was the heating system(s) last serviced? _____			X	
353	5. Is there an additional and/or backup heating system? If "yes," explain: _____		X		
354					
355	6. Is any part of the heating system subject to a lease, financing or other agreement?		X		
356	If "yes," explain: _____				
357	(D) Fireplaces and Chimneys				
358	1. Are there any fireplaces? How many? <u>1</u>	X			
359	2. Are all fireplaces working?		X		
360	3. Fireplace types (wood, gas, electric, etc.): _____			X	
361	4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?			X	
362	5. Are there any chimneys (from a fireplace, water heater or any other heating system)?	X			
363	6. How many chimneys? <u>1</u>			X	
364	7. When were they last cleaned? _____			X	
365	8. Are the chimneys working? If "no," explain: _____			X	
366	(E) Fuel Tanks				
367	1. Are you aware of any heating fuel tank(s) on the Property?		X		
368	2. Location(s), including underground tank(s): _____				X
369	3. If you do not own the tank(s), explain: _____				X
370	(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"		X		
371	explain: _____				
372	14. AIR CONDITIONING SYSTEM				
373	(A) Type(s). Is the air conditioning (check all that apply):				
374	1. Central air		X		
375	a. How many air conditioning zones are in the Property? _____				X
376	b. When was each system or zone installed? _____				X
377	c. When was each system last serviced? _____				X
378	2. Wall units		X		
379	How many and the location? _____				X
380	3. Window units		X		
381	How many? _____				X
382	4. Wall-mounted split units		X		
383	How many and the location? _____				X
384	5. Other _____		X		
385	6. None	X			
386	(B) Are there any areas of the house that are not air conditioned?	X			
387	If "yes," explain: <u>No central air</u>				
388	(C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____		X		
389					

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

15. ELECTRICAL SYSTEM

(A) Type(s)

- 1. Does the electrical system have fuses?
- 2. Does the electrical system have circuit breakers?
- 3. Is the electrical system solar powered?
 - a. If "yes," is it entirely or partially solar powered?
 - b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain:

- (B) What is the system amperage?
- (C) Are you aware of any knob and tube wiring in the Property?
- (D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

	Yes	No	Unk	N/A
A1		X		
A2	X			
A3		X		
3a				X
3b				X
B			X	
C		X		
D		X		

16. OTHER EQUIPMENT AND APPLIANCES

(A) THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS and must be completed for each item that will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property. THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.

(B) Are you aware of any problems or repairs needed to any of the following:

Item	Yes	No	N/A	Item	Yes	No	N/A
A/C window units			X	Pool/spa heater			X
Attic fan(s)			X	Range/oven		X	
Awnings		X		Refrigerator(s)		X	
Carbon monoxide detectors		X		Satellite dish			X
Ceiling fans		X		Security alarm system			X
Deck(s)	X			Smoke detectors		X	
Dishwasher			X	Sprinkler automatic timer			X
Dryer		X		Stand-alone freezer			X
Electric animal fence			X	Storage shed	X		
Electric garage door opener			X	Trash compactor			X
Garage transmitters			X	Washer		X	
Garbage disposal			X	Whirlpool/tub			X
In-ground lawn sprinklers			X	Other:			
Intercom			X	1.			
Interior fire sprinklers			X	2.			
Keyless entry			X	3.			
Microwave oven			X	4.			
Pool/spa accessories			X	5.			
Pool/spa cover			X	6.			

(C) Explain any "yes" answers in Section 16: Deck railing is loose, shed needs removed

17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,":

- 1. Above-ground or in-ground?
- 2. Saltwater or chlorine?
- 3. If heated, what is the heat source?
- 4. Vinyl-lined, fiberglass or concrete-lined?
- 5. What is the depth of the swimming pool?
- 6. Are you aware of any problems with the swimming pool?
- 7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

(B) Is there a spa or hot tub on the Property?

- 1. Are you aware of any problems with the spa or hot tub?
- 2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17:

	Yes	No	Unk	N/A
A		X		
A1				X
A2				X
A3				X
A4				X
A5				X
A6				X
A7				X
B		X		
B1				X
B2				X

450 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
451 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**

452 **18. WINDOWS**

453 (A) Have any windows or skylights been replaced during your ownership of the Property? A

454 (B) Are you aware of any problems with the windows or skylights? B

455 **Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or**

456 **remediation efforts, the name of the person or company who did the repairs and the date the work was done:** _____

457

	Yes	No	Unk	N/A
A			X	
B		X		

458 **19. LAND/SOILS**

459 (A) **Property**

460 1. Are you aware of any fill or expansive soil on the Property? A1

461 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth

462 stability problems that have occurred on or affect the Property? A2

463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being

464 spread on the Property? A3

465 4. Have you received written notice of sewage sludge being spread on an adjacent property? A4

466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on

467 the Property? A5

468 *Note to Buyer: The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence*

469 *damage may occur and further information on mine subsidence insurance are available through Department of Environmental*

470 *Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.*

	Yes	No	Unk	N/A
A1		X		
A2		X		
A3		X		
A4		X		
A5		X		

471 (B) **Preferential Assessment and Development Rights**

472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-

473 opment rights under the:

474 1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program) B1

475 2. Open Space Act - 16 P.S. §11941, et seq. B2

476 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights) B3

477 4. Any other law/program: _____ B4

478 *Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under*

479 *which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any*

480 *agricultural operations covered by the Act operate in the vicinity of the Property.*

	Yes	No	Unk	N/A
B1				
B2				
B3				
B4				

481 (C) **Property Rights**

482 Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a

483 previous owner of the Property):

484 1. Timber C1

485 2. Coal C2

486 3. Oil C3

487 4. Natural gas C4

488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain: C5

489

490 *Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means,*

491 *engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of*

492 *the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject*

493 *to terms of those leases.*

494 **Explain any "yes" answers in Section 19:** _____

495

496 **20. FLOODING, DRAINAGE AND BOUNDARIES**

497 (A) **Flooding/Drainage**

498 1. Is any part of this Property located in a wetlands area? A1

499 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)? A2

500 3. Do you maintain flood insurance on this Property? A3

501 4. Are you aware of any past or present drainage or flooding problems affecting the Property? A4

502 5. Are you aware of any drainage or flooding mitigation on the Property? A5

503 6. Are you aware of the presence on the Property of any man-made feature that temporarily or per-

504 manently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert,

505 pipe or other feature? A6

506 7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages

507 storm water for the Property? A7

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				

508 **Seller's Initials** Initial Initial **Date** 7/29/2026 | **2:38 PM** **Page 9 of 11** **Buyer's Initials** _____ / **Date** _____

568 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
569 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**

570 3. Are you aware of any reason, including a defect in title or contractual obligation such as an option
571 or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the
572 Property?

	Yes	No	Unk	N/A
A3		X		
B1		X		
B2		X		
B3		X		
C1		X		
C2		X		
D1		X		

573 (B) Financial

- 574 1. Are you aware of any public improvement, condominium or homeowner association assessments
575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or
576 fire ordinances or other use restriction ordinances that remain uncorrected?
- 577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support
578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of
579 this sale?
- 580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?

581 (C) Legal

- 582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-
583 erty?
- 584 2. Are you aware of any existing or threatened legal action affecting the Property?

585 (D) Additional Material Defects

- 586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis-
587 closed elsewhere on this form?

588 *Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant*
589 *adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a*
590 *structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or*
591 *subsystem is not by itself a material defect.*

- 592 2. After completing this form, if Seller becomes aware of additional information about the Property, including through
593 inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the
594 inspection report(s). These inspection reports are for informational purposes only.

595 Explain any "yes" answers in Section 22: _____
596 _____

597 23. ATTACHMENTS

598 (A) The following are part of this Disclosure if checked:

- 599 [] Seller's Property Disclosure Statement Addendum (PAR Form SDA)
600 [] _____
601 [] _____
602 [] _____

603 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best
604 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-
605 erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-
606 TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-
607 tion of this form, Seller shall notify Buyer in writing.

608 SELLER Signed by: *Anthony C Nowinski, Co Executor* Estate of Anthony C Nowinski DATE 7/29/2026 | 2:28 PM
609 SELLER *Anthony C Nowinski, Co Executor* DATE 7/29/2026 | 2:17 PM
610 SELLER 82705EAE134E4F0... DATE _____
611 SELLER _____ DATE _____
612 SELLER _____ DATE _____
613 SELLER _____ DATE _____

614 RECEIPT AND ACKNOWLEDGEMENT BY BUYER

615 The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and
616 that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's re-
617 sponsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at
618 Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

619 BUYER _____ DATE _____
620 BUYER _____ DATE _____
621 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 2337 Los Angeles Avenue, Pittsburgh, PA 15216**

2 **SELLER Estate of Anthony C Nowinski**

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: AN EL

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rev. 9/22; rel. 1/23



(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.**

109 BUYER _____	DATE _____
110 BUYER _____	DATE _____
111 BUYER _____	DATE _____
112 SELLER <i>Signed by: [Signature] Estate of Anthony C Nowinski</i>	DATE 7/29/2026 2:28 PM E
113 SELLER <i>[Signature]</i>	DATE 7/29/2026 2:17 PM P
114 SELLER _____	DATE _____

82706EAE134E4F0...

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 2337 Los Angeles Avenue, Pittsburgh, PA 15216****SELLER Estate of Anthony C Nowinski****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): _____

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

SELLER _____ **DATE** 7/29/2026 | 2:28 P
SELLER _____ **DATE** 7/29/2026 | 2:17 P
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

☒ 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** 7/29/2026 | 12:05

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 7/29/2026 | 2:28 PM EDT, and the Exclusive Right to Sell Listing Agreement signed by the Seller on 7/29/2026 | 2:28 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.
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: Lori Hiles, Co Executor Date: 7/29/2026 | 2:28 PM EDT
 Signed by: Estate of Anthony C Nowinski

Seller: Anthony Nowinski, Co Executor Date: 7/29/2026 | 2:17 PM PDT
 Signed by: 82705EAE134E4F0...



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