

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

482 Mill St, Boyertown, PA 19512

2 SELLER:

Barry Missimer

3 The Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that a seller of a property must disclose to a
4 buyer all known material defects about the property being sold that are not readily observable. While the Law requires certain
5 disclosures, this disclosure statement covers common topics beyond the basic requirements of the Law in an effort to assist
6 sellers in complying with disclosure requirements and to assist buyers in evaluating the property being considered. Sellers
7 who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate
8 Commission.

9 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a
10 substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind
11 by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees.
12 Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This
13 Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

14 A Material Defect is a problem with a residential real property or any portion of it that would have a significant adverse
15 impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural
16 element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or
17 subsystem is not by itself a material defect.

18 1. SELLER'S EXPERTISE Seller does not possess expertise in contracting, engineering, architecture, or other areas
19 related to the construction and conditions of the property and its improvements, except as follows: _____

21 2. OCCUPANCY/OWNERSHIP

22 (a) Is the property currently occupied? [X] Yes [] No If "yes", by whom? [] Seller [] Other occupants (tenants)

23 If property is not occupied, when was it last occupied? ALISA WILL LANDES

24 (b) How long have you owned the property? 9 years

25 (c) Are you aware of any pets having lived in the house or other structures during your ownership? [X] Yes [] No

26 If "yes," describe: Some Tenn

27 3. ROOF

28 (a) Date roof installed: front 01 side 03 Documented? [X] Yes [] No [] Unknown

29 (b) Has the roof been replaced or repaired during your ownership? [X] Yes [] No

30 If "yes," was the existing roofing material removed? [X] Yes [] No [] Unknown

31 (c) Has the roof ever leaked during your ownership? [] Yes [X] No

32 (d) Are you aware of any problems with the roof, gutters, flashing or downspouts? [] Yes [X] No

33 Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or
34 remediation efforts:

36 4. BASEMENTS AND CRAWL SPACES (Complete only if applicable)

37 (a) Does the property have a sump pump? [X] Yes [] No [] Unknown

38 If "yes," has it ever run? [X] Yes [] No [] Unknown Is it in working order? [X] Yes [] No [] Unknown

39 (b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?

40 [X] Yes [] No

41 (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl
42 space? [] Yes [X] No

43 Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or
44 remediation efforts:

45 Crawl space gets water during heavy rain - Pump - Pumps, Tank

46 5. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS



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02/09

Buyer Initials: _____ Date _____

Seller Initials: [Signature] Date 7/15/10

- 47 (a) Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property? Yes No
 48 (b) Are you aware of any damage to the property caused by termites/wood-destroying insects, dryrot, or pests?
 49 Yes No
 50 (c) Is your property currently under contract by a licensed pest control company? Yes No
 51 (d) Are you aware of any termite/pest control reports or treatments for the property? Yes No

52 Explain any "yes" answers in this section, including the name of any service/treatment provider, if applicable:
 53 _____

54 **6. STRUCTURAL ITEMS**

- 55 (a) Are you aware of any past or present water leakage in the house or other structures? Yes No
 56 (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or
 57 other structural components? Yes No
 58 (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?
 59 Yes No
 60 (d) Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco?
 61 Yes No Unknown If yes, date installed, if known _____
 62 (e) Are there any defects (including stains) in flooring or floor coverings? Yes No Unknown
 63 (f) Are you aware of any fire, storm, water or ice damage to the property? Yes No Unknown

64 Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or
 65 remediation efforts:
 66 _____

67 **7. ADDITIONS/ALTERATIONS** Have any additions, structural changes, or other alterations been made to the property
 68 during your ownership? Yes No
 69 _____

If yes, list additions, structural changes, or alterations (use additional sheets if necessary).	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Were final inspections/approvals obtained? (Yes/No/Unknown)

78 *Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 et seq. (effective 2004), and local codes establish*
 79 *standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or*
 80 *approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not*
 81 *obtained, the municipality might require the current owner to upgrade or remove changes made by prior owners. Buyers*
 82 *can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance*
 83 *policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or*
 84 *approval.*

85 **8. WATER SUPPLY**

- 86 (a) What is the source of your drinking water? Public Water Well on Property Community Water None
 87 Other (explain): _____
 88 (b) When was your water last tested? when purchased Test results? _____
 89 If your drinking water source is not public, is the pumping system in working order? Yes No
 90 If "no," explain: _____
 91 (c) Do you have a softener, filter, or other treatment system? Yes No
 92 If you do not own the system, explain: _____
 93 (d) Have you ever had a problem with your water supply? Yes No
 94 (e) Has your well ever run dry? Yes No Not Applicable
 95 (f) Is there a well on the property not used as the primary source of drinking water? Yes No
 96 If yes, is the well capped? Yes No

- 97 (g) Is the water system shared? Yes No
 98 (h) Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and
 99 related items? Yes No

100 Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or
 101 remediation efforts:

102 Well is shared by House & Apartment
 103

104 9. SEWAGE SYSTEM

- 105 (a) What is the type of sewage system? Public Sewer Individual On-lot Sewage Disposal System
 106 Individual On-lot Sewage Disposal System in Proximity to Well Community Sewage Disposal System
 107 Ten-acre Permit Exemption Holding Tank None None Available/Permit Limitations in Effect
 108 Other type of sewage system (explain): _____
 109 (b) If Individual On-lot sewage system, what type? Cesspool Drainfield Unknown
 110 Other (specify): _____
 111 (c) Are there any septic tanks on the Property? Yes No Unknown
 112 If "yes," what type of tank(s)? Metal/steel Cement/concrete Fiberglass Unknown
 113 Other (specify): _____
 114 (d) When was the on-site sewage disposal system last serviced? _____
 115 (e) Are there any sewage pumps located on the property? Yes No
 116 If yes, type(s) of pump(s) Are pump(s) in working order? Yes No
 117 Who is responsible for maintenance of sewage pumps? _____
 118 (f) Is the sewage system shared? Yes No
 119 (g) Are you aware of any past or present leaks, backups or other problems relating to the sewage system and related
 120 items? Yes No

121 Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or
 122 remediation efforts:

123

124 10. PLUMBING SYSTEM

- 125 (a) Type of plumbing (check all that apply): Copper Galvanized Lead PVC Polybutylene pipe (PB)
 126 Mixed Unknown Other (explain): _____
 127 (b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen,
 128 laundry, or bathroom fixtures; wet bars; etc.)? Yes No
 129 If "yes," explain: _____

130 11. DOMESTIC WATER HEATING

- 131 (a) Type of water heating: Electric Natural Gas Fuel Oil Propane Solar Summer/Winter Hook-
 132 Up
 133 Other (explain): _____
 134 (b) Are you aware of any problems with any water heater or related equipment? Yes No
 135 If "yes," explain: _____

136 12. AIR CONDITIONING SYSTEM

- 137 (a) Type of air conditioning: Central Electric Wall Units Window Units None
 138 Other (explain): in APARTMENTS ONLY
 139 Number of window units included in sale _____ Location(s) _____
 140 (b) Age of Central Air Conditioning System: 9 yr Unknown Date last serviced, if known APR 09
 141 (c) List any areas of the house that are not air conditioned: House - window units only
 142 (d) Are you aware of any problems with any item in this section? Yes No
 143 If "yes," explain: _____

144 13. HEATING SYSTEM

- 145 (a) Type(s) of heating fuel(s) (check all that apply): Electric Fuel Oil Natural Gas Propane

- 146 Coal Wood Other: _____
- 147 (b) Type(s) of heating system(s) (check all that apply): Forced Hot Air Hot Water Heat Pump
- 148 Electric Baseboard Steam Wood Stove (How many? _____) Coal Stove (How many? _____)
- 149 Other: _____
- 150 (c) Age of Heating System: _____ Unknown Date last serviced, if known 09
- 151 (d) Are there any fireplaces? Yes No If "yes," how many? _____ Are they working? Yes No
- 152 (e) Are there any chimneys (from a fireplace, water heater or any other heating system)? Yes No
- 153 If "yes," how many? 1 Each When were they last cleaned? ? Unknown
- 154 Are they working? Yes No If "no," explain: _____
- 155 (f) List any areas of the house that are not heated: _____
- 156 (g) Are you aware of any heating fuel tanks on the property? Yes No
- 157 Location(s), including underground tank(s): Above Ground - behind Each Dwelling
- 158 If you do not own the tanks, explain: _____

159 Are you aware of any problems or repairs needed regarding any item in this section? Yes No

160 If "yes," explain: _____

162 **14. ELECTRICAL SYSTEM**

- 163 (a) Type of Electrical System: Fuses Circuit Breakers How Many Amps? 100 Each Unknown
- 164 (b) Are you aware of any knob and tube wiring in the home? Yes No
- 165 Are you aware of any problems or repairs needed regarding any item in this section? Yes No
- 166 If "yes," explain: _____

167 **15. OTHER EQUIPMENT AND APPLIANCES**

168 This section must be completed for each item that will, or may, be sold with the property. The fact that an item is

169 listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between

170 Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

- 171 (a) Electric Garage Door Opener Number of Transmitters _____ Keyless Entry
- 172 (b) Smoke Detectors How many? _____ Location(s) _____
- 173 (c) Security Alarm System Owned Leased (Lease Information _____)
- 174 (d) Lawn Sprinkler(s) How many? _____ Automatic Timer _____
- 175 (e) Swimming Pool Hot Tub/Spa Pool/Spa Heater Pool/Spa Cover Whirlpool/Tub
- 176 Pool/Spa Equipment and Accessories (list): _____
- 177 (f) Refrigerator(s) Range/Oven Microwave Oven Dishwasher Trash Compactor Garbage
- 178 Disposal
- 179 Chest Freezer Washer Dryer Intercom
- 180 (g) Ceiling Fan(s) How many? _____ Location(s) _____
- 181 (h) Awnings Attic Fan(s) Satellite Dish Storage Shed Deck(s) Electric Animal Fence
- 182 (i) Other: _____

183 Are you aware of any problems or repairs needed regarding any item in this section? Yes No

184 If "yes," explain: _____

185 **16. LAND (SOILS, DRAINAGE, FLOODING AND BOUNDARIES)**

- 186 (a) Land/Soils
- 187 1) Are you aware of any fill or expansive soil on the property? Yes No
- 188 2) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that
- 189 have occurred on or affect the property? Yes No
- 190 3) Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect
- 191 this property? Yes No

192 *Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines*

193 where mine subsidence damage may occur and mine subsidence insurance are available through:
194 Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California
195 Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside
196 Pennsylvania).

197 4) Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development
198 rights?

199 Yes No If "yes," check all that apply below:

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

201 Open Space Act - 16 P.S. §11941 et seq.

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

203 Other _____

204 **Note to Buyer:** Pennsylvania has enacted the Right to Farm Act (3 P.S. §§951-957) in an effort to limit the
205 circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are
206 encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the
207 property.

208 5) Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the
209 property, or have you received written notice of sewage sludge being spread on an adjacent property? Yes
210 No

211 6) Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous
212 owner of the property)? Timber Coal Oil Natural Gas Other minerals

213 **Note to Buyer:** Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among
214 other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official
215 records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of
216 any existing leases, as Buyer may be subject to terms of those leases.

217 Explain any "yes" answers in this section: _____

218

219 (b) **Flooding/Drainage**

220 1) Is any part of this property located in a wetland area or a FEMA flood zone? Yes No Unknown

221 2) Do you know of any past or present drainage or flooding problems affecting the property? Yes No

222 Explain any "yes" answers in this section, including dates and extent of flooding: _____

223

224 (c) **Boundaries**

225 1) Do you know of any encroachments, boundary line disputes, or easements affecting the property?

226 Yes No

227 **Note to Buyer:** Most properties have easements for utility services and other reasons. These easements generally do not
228 restrict the ordinary use of the property and Seller may not be aware of them. Before entering into an agreement of sale,
229 Buyers can investigate the existence of easements and similar restrictions by ordering an Abstract of Title or searching
230 the official records in the county Office of the Recorder of Deeds.

231 2) Do you access the property from a private road or lane? Yes No

232 If yes, do you have a recorded right of way or maintenance agreement? Yes No

233 3) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance
234 agreements? Yes No

235 Explain any "yes" answers in this section: _____

236

237 **17. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES**

238 (a) Are you aware of any underground tanks (other than home heating fuel or septic tanks disclosed above)? Yes
239 No

240 (b) Are you aware of any past or present hazardous substances present on the property (structure or soil) such as, but not
241 limited to asbestos, or polychlorinated biphenyls (PCBs), etc.? Yes No

242 (c) Are you aware of any tests for mold, fungi, or indoor air quality in the property? Yes No

243 (d) Other than general household cleaning, have you taken any efforts to control or remediate mold or

244 mold-like substances in the property? Yes No
245 **Note to Buyer:** Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or
246 indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing.
247 Information on this issue is available from the United States Environmental Protection Agency and may be obtained by
248 contacting LAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

249 (c) Are you aware of any dumping on the property? Yes No
250 (f) Have you received written notice regarding the presence of an environmental hazard or biohazard on your property or
251 any adjacent property? Yes No

252 (g) Are you aware of any tests for radon gas that have been performed in any buildings on the property? Yes No
253 If "yes," list date, type, and results of all tests below:
254 DATE TYPE OF TEST RESULTS (picocuries/liter or working levels) NAME OF TESTING SERVICE
255 _____

256 _____
257 (h) Are you aware of any radon removal system on the property? Yes No
258 If "yes," list date installed and type of system, and whether it is in working order below:
259 DATE INSTALLED TYPE OF SYSTEM PROVIDER WORKING ORDER?
260 _____
261 _____ Yes No
262 _____ Yes No

263 (i) If property was constructed, or if construction began, before 1978, you must disclose any knowledge of lead-based
264 paint on the property. Are you aware of any lead-based paint or lead-based paint hazards on the property? Yes
265 No
266 If "yes," explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____
267 _____

268 (j) If property was constructed, or if construction began, before 1978, you must disclose any reports or records of lead-
269 based paint or lead-based paint hazards on the property. Are you aware of any reports or records regarding lead-based
270 paint or lead-based paint hazards on the property? Yes No
271 If "yes," list all available reports and records: _____

272 (k) Are you aware of testing on the property for any hazardous substances or environmental concerns? Yes No
273 (l) Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?
274 Yes No

275 Explain any "yes" answers in this section: _____
276 _____
277 _____
278 _____

279 18. CONDOMINIUMS AND OTHER HOMEOWNER ASSOCIATIONS (Complete only if applicable)
280 Type: Condominium Cooperative Homeowner Association or Planned Community
281 Other: _____

282 **Notice Regarding Condominiums, Cooperatives, and Planned Communities:** A buyer of a resale unit in a condominium,
283 cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws,
284 the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned
285 community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to
286 regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit
287 monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever
288 occurs first.

289 19. MISCELLANEOUS
290 (a) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the
291 property? Yes No
292 (b) Are you aware of any existing or threatened legal action affecting the property? Yes No
293 (c) Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
294 Yes No

- 295 (d) Are you aware of any public improvement, condominium or homeowner association assessments against the property
 296 that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain
 297 uncorrected? Yes No
 298 (e) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan), overdue payment on a
 299 support obligation, or other debt against this property that cannot be satisfied by the proceeds of this sale?
 300 Yes No
 301 (f) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or
 302 conveying title to the property? Yes No
 303 (g) Are you aware of any insurance claims filed relating to the property? Yes No
 304 (h) Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this
 305 form? Yes No
 306 A material defect is a problem with a residential real property or any portion of it that would have a significant
 307 adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact
 308 that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural
 309 element, system or subsystem is not by itself a material defect.

310 Explain any "yes" answers in this section: _____
 311 _____

312 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete
 313 to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective
 314 buyers of the property and to other real estate licensees. **SELLER ALONE IS RESPONSIBLE FOR THE**
 315 **ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT.** Seller shall cause Buyer to be
 316 notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition
 317 of the property following completion of this form.
 318

WITNESS _____ SELLER *[Signature]* DATE 7/15/10
 Barry Missimer

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

321 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is
 322 not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however,
 323 disclose any known material defect(s) of the property.
 324

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

330 The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a
 331 warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is
 332 Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be
 333 inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.
 334
 335

WITNESS _____ BUYER _____ DATE _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved.

The Law defines a number of exceptions where the disclosures do not have to be made:

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 received a one-year warranty 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.

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.

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)

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

337 PROPERTY

338 32-00-01612-003

339 SELLER

Barry Missimer

340 LEAD WARNING STATEMENT

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

348 SELLER'S DISCLOSURE

349 [x] Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
350 [] Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide
351 the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces,
352 and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint
353 hazards.)

354 SELLER'S RECORDS/REPORTS

355 [x] Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
356 [] Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards
357 in or about the Property. (List documents):

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

360 WITNESS _____ SELLER [Signature] DATE 7/15/10
Barry Missimer

361 AGENT ACKNOWLEDGEMENT AND CERTIFICATION

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

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

367 BROKER FOR SELLER (Company Name) _____

368 LICENSEE _____ DATE _____

370 BROKER FOR BUYER (Company Name) KWCommercial

371 LICENSEE _____ DATE _____

372 Joe Leone

373 BUYER

374 DATE OF AGREEMENT

375 BUYER ACKNOWLEDGEMENT

376 [] Buyer has received the pamphlet Protect Your Family from Lead in Your Home and has read the Lead Warning Statement.
377 [] Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the
378 records and reports regarding lead-based paint and/or lead-based paint hazards identified above.

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

WITNESS _____ BUYER _____ DATE _____