

INVITATION TO BID
FOR THE PURCHASE OF
1120 E. MARKET STREET
BOROUGH OF DANVILLE, MONTOUR COUNTY, PA 17821
SOLICITATION #94735



Date of Issue:

June 23, 2015

Issuing Office:

Department of General Services
Bureau of Real Estate
401 North Street, Room 503 North Office Building
Harrisburg, Pennsylvania 17125
(717) 787-1321



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

June 23, 2015

Re: Bid Offering for 2.462-acres +/- of Land and Single Family Dwelling
Parcel ID 12-89-145
1120 E. Market Street
Borough of Danville, Montour County, Pennsylvania 17821

Dear Interested Bidder:

I appreciate your interest in the purchase of the 1120 E. Market Street property. Enclosed are the forms for submitting a bid offering. To be considered for the purchase of the property, your minimum bid offering must meet or exceed the sum of \$95,000.00. The property will be awarded to the highest responsible bidder who must execute an Agreement of Sale with the Department of General Services (DGS) within 15 calendar days of the DGS notice of award. A certified check, made payable to the Commonwealth of Pennsylvania for 2% of your bid offering, must accompany your bid submission.

Should you be the successful bidder and later decide you do not want the property, cannot obtain financing, or, for whatever reason, have not executed an Agreement of Sale within the allotted timeframe, your 2% deposit will be forfeited. The successful bidder, upon full execution of an Agreement of Sale by all parties, will be required to submit a 3% deposit towards the purchase price of the property.

DGS will reject any bid that is not received by the deadline, does not have the required 2% bid guarantee or does not meet the minimum bid offering. In addition, DGS reserves the right, in its sole discretion, to reject any or all bids in accordance with the best interest of DGS. If you are not the successful bidder, your 2% bid guarantee will be returned without interest. **All bids whether delivered or sent by mail, must be received in the bid opening room on or before 3:00 PM on Wednesday, August 26, 2015.** The bid opening room is located in Room 503 North Office Building, Harrisburg, Pennsylvania. If a bidder decides to mail its bid, it should allow adequate time for delivery. Bids should be mailed to the Department of General Services, Bureau of Real Estate, 401 North Street, Room 503 North Office Building, Harrisburg, Pennsylvania, 17125. All bid envelopes should be clearly marked "**Solicitation #94735 – 1120 E. Market Street, Danville, PA**" on the outside of the mailer package. All bids received after 3:00 PM, Wednesday, August 26, 2015 will be rejected, and returned. Bids will be opened on Wednesday, August 26, 2015 at 3:00 PM in Room 503 North Office Building, Harrisburg, Pennsylvania.

Thank you for your interest in the purchase of the property and I look forward to receiving your offer. Should you have any questions regarding the bid process, please contact me at (717) 787-1321.

Sincerely,

Lisa M. Kettering
Real Estate Coordinator
Bureau of Real Estate
Lkettering@pa.gov

INVITATION TO BID INSTRUCTIONS

1120 E. Market Street
Borough of Danville, Montour County, Pennsylvania 17821
Parcel ID 12-89-145

1. Pursuant to Act 48 of 1981, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of approximately 2.462 acres +/- of land and improvements thereon situate in the Borough of Danville, Montour County, Commonwealth of Pennsylvania. The property will be sold on an “**as-is**” basis.
2. Minimum acceptable bid is **\$95,000.00**. **A certified check made payable to the “Commonwealth of Pennsylvania” for 2% of your bid offering must accompany your bid.**
3. All bids, whether delivered or sent by mail, **must be received in the bid opening room on or before 3:00 P.M. on Wednesday, August 26, 2015.** The bid opening room is located in Room 503, North Office Building, Harrisburg, Pennsylvania. If a bidder decides to mail the bid, the bidder should allow adequate time for delivery. Bids should be mailed to Department of General Services, Bureau of Real Estate, 401 North Street, Room 503 North Office Building, Harrisburg, Pennsylvania, 17125. All bid envelopes should be clearly marked with “**Solicitation #94735 – 1120 E. Market Street, Danville, PA**” on the outside of the mailer package. All bids received after **3:00 P.M., Wednesday, August 26, 2015**, will be rejected, and returned.
4. Bids will be opened on **Wednesday, August 26, 2015**, in Room 503, North Office Building, Harrisburg, Pennsylvania, at **3:00 P.M.**
5. Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions in this invitation to bid, it shall be rejected.
6. Inspection of the property may be arranged by contacting: Lisa Kettering, DGS, Bureau of Real Estate, (717) 787-1321.
7. DGS will accept only one Bid Offering from each bidder. If a bidder submits more than one Bid Offering, DGS shall accept the highest responsible bid submitted and reject any lower Bid Offerings. The [Bid Offering](#) form (**form attached**) must be fully completed, dated and submitted. A fully completed [W-9](#) (**form attached**) must be submitted with your Bid Offering. A [Non-Collusion Affidavit](#) (**form attached**) must also be completed, notarized and submitted with your Bid Offering.
8. Bids must be signed by an individual(s) authorized to sign the bid on behalf of the bidder. When applicable, the bidder must complete and submit, with your bid, the [Buyer Identity Disclosure](#) (**form attached**).
9. Unless all bids are rejected, award will be made to the highest responsible bidder. Tie bids will be broken by the Secretary of the Department of General Services. The Agreement of Sale will be consummated with the awarded bidder. The highest responsible bidder must be current in the payment of taxes or other fiscal obligations owed to the Commonwealth of Pennsylvania. **The right to reject any or all bids and to rebid is hereby reserved.**

10. The awarded bidder will have 15 calendar days following the notice of award to enter into an Agreement of Sale with the Commonwealth. Failure to enter into an Agreement of Sale within this period may result in rejection of the bid and the Department may proceed to the next highest responsible bidder. The second highest responsible bidder will have 15 calendar days and so on.
11. The Commonwealth of Pennsylvania will not pay reimbursement expenses to Real Estate Brokers. These fees must be paid by the purchaser should a Real Estate Broker be used.
12. The Commonwealth will ***not*** be responsible for abatement or removal of any hazardous materials located on the premises, including, but not limited to, the building and other improvements on the property.
13. The Commonwealth will retain all oil, gas and mineral rights to the subject property in accordance with Act 48 of 1981 (P.L. 143, No. 48: 71 Section 651.5(6)).
14. The Commonwealth and its employees shall not be liable for any error in any advertisement, hand bill or announcement made by it or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein. All verbal communication by employees or agents of the Commonwealth of Pennsylvania is for information purposes only. DGS does not guarantee the accuracy or the validity of the information conveyed by its employees or agents.
15. In the event it becomes necessary to revise any part of this Invitation to Bid (ITB) an amendment will be issued to all interested parties who received the original ITB. **For interested parties who download the ITB from the DGS website, it will be the interested party's responsibility to check the website for amendments to the ITB prior to submission of their proposal.**

Bid Offering

1120 E. MARKET STREET
Borough of Danville, Montour County, PA 17821

Minimum Acceptable Bid Offering \$95,000.00

Dollar Amount of Bid - \$ _____

THE PROPERTY WILL BE SOLD "AS-IS"

Should you be the successful bidder, and later decide you do not want the property, cannot obtain financing, or for whatever reason, have not executed an Agreement of Sale within the allotted timeframe, your 2% deposit will be forfeited.

In compliance with the Invitation to Bid and subject to the terms and conditions hereof, the undersigned offers and agrees, if this bid is accepted, to purchase the property described in this Invitation to Bid at the bid price indicated above.

CORPORATION:

DATE: _____

ATTEST:

Signature

Corporation Name (SEAL)

Name

Signature

Title

Title

Email

INDIVIDUALS:

PARTNERSHIP:

Bidder's Name

Partnership Name

Signature of Bidder

Signature of Managing Partner

Address

Address

Email

Email

Home, Work or Cell Phone (circle)

Home, Work or Cell Phone (circle)

You must complete the W-9 form attached with either your Social Security Number or your Federal Identification Number.

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____
 Requester's name and address (optional) _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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OR

Employer identification number

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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 6 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply, if you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ²
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) [A])	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii) [B])	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____ of _____ ("the firm") and that I am authorized to make this affidavit on behalf of the firm, and its owners, directors, and officers. I am the person responsible in the firm for the price(s) in this bid.

I state that:

- (1) The price(s) in this bid were arrived at independently and without consultation, communication or agreement with any other bidder or potential bidder.
- (2) No assistance or cooperation was provided to, nor did the firm/individual act as a consultant or contractor to, any other entity or affiliate that is/was a bidder or potential bidder relative to this transaction.
- (3) Neither the price(s) and neither the approximate price(s) have been disclosed to any other firm or person who is a bidder or potential bidder, and they were not disclosed before bid opening or the quote receipt date.
- (4) No attempt was made to induce any firm or person to refrain from bidding or submitting a quote on this contract or to submit any intentionally high or noncompetitive bid or quote or other form of complementary bid.
- (5) The price(s) of the firm are offered in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid or quote.
- (6) The firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or any public contract.

I state that the firm understands and acknowledges that the above representations are material and important, and will be relied on by the Department of General Services in awarding the contract for which the bid was submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this bid.

Non-Collusion Affidavit Continued
Page 2 of 2

Verified Declaration – I understand that by submitting this completed Non-Collusion Affidavit to the Pennsylvania Department of General Services, I am agreeing to be bound by the following declaration: “I declare that all of the information provided in this affidavit, and on any other required supplement or document also provided by me, is complete, accurate, true and correct. I make this declaration subject to the penalties of 18 PA.C.S. 4904 relating to unsworn falsification to authorities.”

The Firm or Individual(s)

Signature

Signatory's Name

Signatory's Title

BUYER IDENTITY DISCLOSURE

The following information must be filled out accurately and accompany your bid.

Date _____

NAME OF BUYER: _____

BUYER FEDERAL I.D. #: _____

Please indicate the legal status of your company and complete the appropriate section(s):

___ Corporation (Complete Section A) ___ Partnership (Complete Section C) ___ Sole Proprietor (Complete Section D)

___ Limited Liability Company (Complete Section B) ___ Limited Liability Partnership (Complete Section C)

A. CORPORATION: Provide the names of all officers of the corporation and all stockholders of greater than 5% below and the percent of stock held by each. Attach additional sheets if needed.

NAME: _____

TITLE: PRESIDENT _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: SECRETARY _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: VICE PRESIDENT _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: TREASURER _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

B. LIMITED LIABILITY COMPANY (L.L.C.): Provide the name of each member of the L.L.C. For L.L.C.s managed by a manager, please identify the manager.

NAME: _____

TITLE: _____ Member Manager

ADDRESS: _____

NAME: _____

TITLE: _____ Member Manager

ADDRESS: _____

NAME: _____

TITLE: _____ Member Manager

ADDRESS: _____

NAME: _____

TITLE: _____ Member Manager

ADDRESS: _____

C. PARTNERSHIP or Limited Liability Partnership (L.L.P.): List all general, limited or special partners. Identify any managing partner.

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED,

SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED,

SPECIAL)

ADDRESS: _____

D. SOLE PROPRIETOR: If the bidder is a sole proprietorship, individual or owner doing business under any name or designation other than that of the name of the individual bidder.

BUSINESS NAME: _____

SIGNATURE OF SOLE PROPRIETOR/INDIVIDUAL/OWNER: _____

ADDRESS: _____

APPENDIX A

“SAMPLE”

AGREEMENT OF SALE

SAMPLE

AGREEMENT OF SALE

By and Between

**COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF GENERAL SERVICES**

AND

THIS AGREEMENT, dated _____, 20___, is entered into by and between the **COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES**, 515 North Office Building, Harrisburg, Pennsylvania 17125, hereinafter referred to as "**Seller**",

AND

_____, _____, _____,
_____, _____, hereinafter referred to as "**Buyer**".

WITNESSETH THAT:

WHEREAS, *Act 48 of 1981* authorizes the Department of General Services to convey title to a tract of land and improvements thereon, known as 1120 E. Market Street, situate in the Borough of Danville, Montour County, Pennsylvania; and

WHEREAS, Seller desires to sell to Buyer the property, containing approximately 2.462 acres more or less, and single family dwelling, known as 1120 E. Market Street, located in the Borough of Danville, Montour County, Pennsylvania, as shown in the attached property description, made a part hereof, and marked as *Exhibit "A"*, hereinafter referred to as the "**Premises**"; and

WHEREAS, Buyer desires to purchase the Premises from Seller;

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and promises herein contained and intending to be legally bound hereby, the parties hereto promise, covenant and agree as follows:

EXAMPLE:

(1) **Consideration.** The purchase price is **\$95,000.00**, which shall be paid to Seller by Buyer as follows:

a.	A two percent (2%) bid guarantee which has already been paid	\$ 1,900.00
b.	Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (3% of purchase price)	\$ 2,850.00
c.	Cash or certified check at time of Final Settlement and Delivery of the Deed	\$ 90,250.00
	Total	<u>\$ 95,000.00</u>

The Comptroller of the Department of General Services, pending settlement, shall hold the 5% deposit in escrow.

(2) **Closing.** Time is hereby agreed to be of the essence. Unless otherwise agreed upon in writing by the parties, closing shall occur within ninety (90) days from the execution of this Agreement by the Secretary of General Services. The date the Secretary of General Services executes this Agreement shall establish the "**Execution Date.**"

(3) **Default of Buyer.** Should Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then and in that case, any and all sums paid by Buyer under this Agreement may be retained in full by Seller as liquidated damages for such breach. In such event, both parties shall be released from further liability or obligation hereunder, and this Agreement shall become null and void.

(4) **Default of Seller.** In the event that title to the Premises cannot be conveyed by Seller to Buyer at settlement in accordance with the requirements of this Agreement or closing does not occur as provided herein or Seller is otherwise in default in the performance of the provisions hereof, Buyer may either (a) disregard such default and perform this Agreement by accepting said title and the Premises in such condition as Seller can convey without abatement in price, or (b) rescind this Agreement and recover all sums paid on account of the Purchase Price without interest. In the latter event, there shall be absolutely no further liability or obligation by either party hereunder, and this Agreement shall become null and void.

(5) **Transfer Taxes.** Seller is exempt by law from paying realty transfer taxes. Such exemption shall not relieve Buyer from liability for the full amount of such taxes. The realty transfer tax due in connection with the transaction contemplated by this Agreement shall be paid by Buyer at Closing.

- (6) **Real Estate Taxes.** The Seller is immune from the payment of real estate taxes. There shall be no apportionment of real estate taxes. The Buyer shall be liable for the entire tax upon transfer of title to the Premises.
- (7) **Utilities.** Water, sewer, and electrical charges, if any, shall be apportioned between the parties as of the date of final settlement.
- (8) **Warranties.** The title is to be good and marketable and such as will be insured by any responsible title insurance company, licensed to do business in Pennsylvania, at regular rates, and the Premises shall be conveyed to Buyer by Special Warranty Deed warranting said Premises to be free from all liens and encumbrances, except as may be otherwise herein stated, but to be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of road, zoning regulations, ordinances, statutes and regulations of any constituted public authority, now in force or which may be passed prior to final settlement.
- (9) **Covenants, Conditions and Restrictions.**
- (A) To Seller's knowledge, the zoning classification of the Premises is Residential, R2B.
- (B) Buyer acknowledges that this Agreement is subject to final execution by the Office of General Counsel, Office of Attorney General and Secretary of General Services and that until properly signed, executed and approved by these officials or their authorized designees, the Purchase Agreement will not be valid.
- (C) The parties acknowledge and agree that the deed of conveyance shall contain a provision expressly excepting and reserving to Seller all oil, gas and mineral rights, in accordance with Section 2405-A(6) of the Administrative Code of 1929, as amended, 71 P.S. § 651.5(6).
- (10) **Costs.** Seller agrees to prepare the Deed. All costs and expenses relating to Buyer's title examination or the purchase of title insurance shall be the sole responsibility of the Buyer.
- (11) **Assignment.** Buyer may not assign its rights hereunder, without the prior written consent of Seller.
- (12) **Condition of Premises.** Buyer acknowledges that it has entered into this Agreement with the knowledge that the Premises will be acquired on an "as is" basis, that it has had the opportunity to inspect the Premises, and that said Premises are being purchased as a result of said inspection and not as a result of any advertisement, hand bill or representation, either oral or written, made by the Seller. Buyer agrees that Seller and its employees shall not be liable for any error

in any advertisement, hand bill or announcement made by Seller or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein.

(13) Care of Premises.

(A) Between the Execution Date and the date of Closing, Seller shall perform all customary and ordinary repairs to the Premises as Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the Execution Date, as such condition shall be changed by wear and tear, damage by fire or other casualty or by eminent domain. Notwithstanding the foregoing, Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Premises between the Execution Date and the date of Settlement.

(B) From and after the date of this Agreement until the date of Closing, the Seller shall materially comply with all state and municipal laws, ordinances, regulations and orders or notices of violations relating to the subject Premises, except that compliance may be postponed while Seller is in good faith contesting the validity of said orders or notices.

(14) Risk of Loss. Risk of loss shall remain with Seller until settlement. In the event of material damage to the Premises that affects the value of the Premises by fire or other casualty, Buyer shall have the option of terminating this Agreement or accepting the Premises in its then condition by paying a reduced purchase price if the parties can mutually agree upon a reduced purchase price.

(15) Miscellaneous.

(A) Seller agrees to furnish to the Buyer all title data which Seller may have, including but not limited to deeds, maps, surveys, plans, abstracts, title reports and title policies.

(B) Buyer shall receive possession of the Premises at the time of closing by delivery of the Deed and such keys as Seller may possess at that time. Prior to Settlement, Buyer shall have the right, at reasonable times and upon reasonable notice to Seller, to enter upon the Premises for purposes of inspecting the Premises or any conditions existing thereon.

(C) Neither party hereto has dealt with or through any real estate broker or agent in connection with this transaction. In the event that any real estate broker or agent claims a commission as a result of this transaction, the party with whom said broker or agent allegedly dealt shall have the responsibility for defending against and, if unsuccessful, paying the claim of such broker or agent.

- (16) **Recording.** This Agreement shall *not* be recorded by Seller or Buyer in the Recorder of Deeds of Montour County or other public office of record.
- (17) **Right-to-Know.**
- (A) The Pennsylvania Right-to-know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement.
- (B) If the Seller needs the Buyer's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Buyer using the legal contact information provided in this Agreement. The Buyer, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Seller.
- (C) Upon written notification from the Seller that it requires the Buyer's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Buyer's possession, constituting or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Buyer shall:
- (1) Provide the Seller, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Buyer's possession arising out of this Agreement that the Seller reasonably believes is Requested Information and may be a public record under the RTKL; and
- (2) Provide such other assistance as the Seller may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- (D) If the Buyer considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Buyer considers exempt from production under the RTKL, the Buyer must notify the Seller and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Buyer explaining why the requested material is exempt from public disclosure under the RTKL.
- (E) The Seller will rely upon the written statement from the Buyer in denying a RTKL request for the Requested Information unless the Seller determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Seller determine that the Requested Information is clearly not exempt from disclosure; the Buyer shall provide the Requested Information within five (5) business days of receipt of written notification of the Buyer's determination.
- (F) If the Buyer fails to provide the Requested Information within the time period required by these provisions, the Buyer shall indemnify and hold

the Seller harmless for any damages, penalties, costs, detriment or harm that the Seller may incur as a result of the Buyer's failure, including any statutory damages assessed against the Seller.

- (G) The Seller will reimburse the Buyer for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (H) The Buyer may file a legal challenge to any Seller decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Buyer shall indemnify the Seller for any legal expenses incurred by the Seller as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Seller may incur as a result of the Buyer's failure, including any statutory damages assessed against the Seller, regardless of the outcome of such legal challenge. As between the parties, the Buyer agrees to waive all rights or remedies that may be available to it as a result of the Seller's disclosure of Requested Information pursuant to the RTKL.
- (I) The Buyer's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Buyer had Requested Information in its possession.

(18) **Subsequent Liens and Ordinances.** Any notices or ordinances filed subsequent to the date of settlement by any governing authority for which a lien could be filed are to be complied with at the expense of the Buyer, provided that Buyer takes title hereunder. Any such notices or ordinances filed before the date of settlement are to be complied with at the expense of the Seller.

(19) **Representations and Warranties of Seller.** Seller, to induce Buyer to enter into this Agreement and to complete settlement, makes the following representations and warranties to Buyer, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the date of settlement in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the date of settlement.

- (A) Seller has not received any notice from any insurance company which has issued a policy with respect to the Premises or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Premises or suggesting or requesting the performance of any repairs, alterations or other work to the Premises.
- (B) There are no leases, service equipment, supply, security, maintenance, or other agreements with respect to or affecting the Premises, which shall be

binding upon Buyer or with respect to the Premises from and after the date of Settlement.

- (C) There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller with respect to the Premises or any portion thereof or relating to or arising out of the ownership, management or operation of the Premises, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.
 - (D) Seller has not received any notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") in connection with the Premises and, to Seller's knowledge, no Taking has been threatened.
 - (E) All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies for the Premises have been paid in full, and there are no claims against the Seller or the Premises in connection therewith.
 - (F) The undersigned represents and warrants that they have full power and authority to execute and deliver this Agreement on behalf of Seller.
 - (G) Seller has disclosed to Buyer, Seller's belief, that although no testing has been conducted by Seller, it is likely that asbestos, lead-based paint or lead-based paint hazards are present in or about the Premises. Buyer agrees that Seller has offered Buyer opportunity to conduct a risk assessment or inspection of the Premises to determine the presence of asbestos, lead-based paint and/or lead-based paint hazards.
- (20) **Release.** Buyer hereby releases, quit claims and forever discharges Seller and its agents and employees, from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood boring insects, radon, lead-based paint hazards, environmental hazards, or any defects or conditions on the Premises. This Release shall survive settlement.

SUBJECT TO THE FOREGOING, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on

_____, 20____.

ATTEST:

BUYER:

ATTEST:

SELLER:

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

Curtis M. Topper
Secretary

DATE

Approved as to Form and Legality:

Office of Chief Counsel
Department of General Services

APPROVED:

Office of General Counsel

GOVERNOR

Office of Attorney General

**1120 E. Market Street
Borough of Danville, Montour County, PA 17821
Tax Parcel No. 12-89-145**

PROPERTY DESCRIPTION - Parcel "X"

All that certain lot or parcel of ground situate in the Borough of Danville, County of Montour, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point located on the West right-of-way line of East Market Street, said point being situate South twenty-three degrees thirteen minutes and forty-three seconds East (S 23°13'43" E) a distance of one hundred ten and twenty-six hundredths feet (110.26') from a point located at the intersection of the projected centerline of Fishers Court with the centerline of aforementioned East Market Street; **THENCE FROM THE PLACE OF BEGINNING** along the aforementioned West right-of-way line of East Market Street, around a curve having an angle of eight degrees twenty-three minutes and thirty-nine seconds (8°23'39"), a radius of two thousand twenty-five and no hundredths feet (2,025.00'), a tangent of one hundred forty-eight and sixty hundredths feet (148.60'), an arc of two hundred ninety-six and sixty-seven hundredths feet (296.67'), for a chord course of South forty-one degrees fifteen minutes and thirty-seven seconds East (S 41°15'37" E) for a chord distance of two hundred ninety-six and forty-one hundredths feet (296.41') to a point; thence along line of other lands of the PA Department of General Services, designated as Parcel "Y", and of which this is a part, South forty-four degrees thirty-two minutes and thirty-four seconds West (S 44°32'34" W) for a distance of one hundred one and twenty-three hundredths feet (101.23') to a point; thence further along the same, South forty-five degrees twenty-seven minutes and twenty-six seconds East (S 45°27'26" E) for a distance of nineteen and forty-nine hundredths feet (19.49') to a point; thence still further along the same, South forty-four degrees thirty-two minutes and thirty-four seconds West (S 44°32'34" W) for a distance of two hundred forty-seven and seven hundredths feet (247.07') to a point; thence, North thirty-nine degrees forty minutes and thirteen seconds West (N 39°40'13" W) for a distance of three hundred thirty and seventy-five hundredths feet (330.75') to an iron pin with disc found; thence, North forty-six degrees fifty-five minutes and one second East (N 46°55'01" E) for a distance of three hundred thirty-six and ninety-three hundredths feet (336.93') to the place of **BEGINNING**.

CONTAINING 107,237.75 Square Feet (2.462 Acres) and being shown in greater detail on a plan laid out by Merlyn J. Jenkins, Registered Professional Land Surveyor, of Merlyn J. Jenkins & Associates, Inc., Pottsville, Pennsylvania, dated April 30, 2014 and being designated as Parcel "X" on Drawing No. SK-3172, Sheet 5 of 8. Said plan entitled PA Department of General Services, Danville State Hospital, Danville, PA, recorded September 11, 2014, in Map 1546-2014.

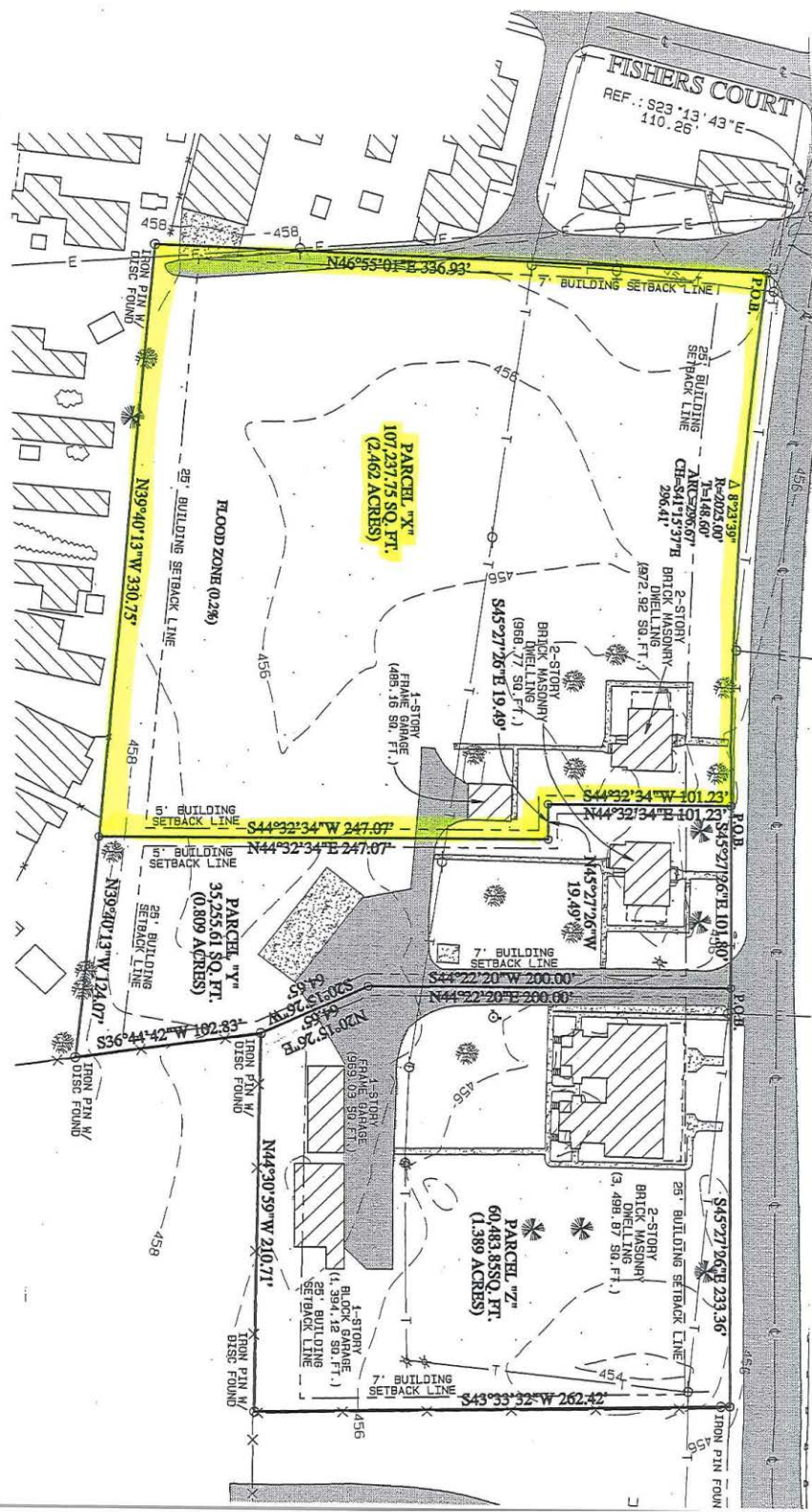
BEING part of the same property conveyed to the Commonwealth of Pennsylvania, from Eugene M. Applebaugh, et ux, by deed dated August 25, 1917 and recorded September 14, 1917, in the County of Montour, in Deed Book V32, Page 591.

ALSO BEING part of the same property conveyed to the Commonwealth of Pennsylvania, from Orpha G. Cooke, widow, by deed dated and recorded April 23, 1957, in the County of Montour, in Deed Book 68, Page 356.

Exhibit "A"

- LEGEND
- Corner Monument
 - (Iron pin, except if noted)
 - Catch Basin
 - Flood Basin
 - Light Standard

- DRAWING SCHEDULE:
- Sheet 1 of 8 - Cover/Title Sheet
 - Sheet 2 of 8 - Descriptions
 - Sheet 3 of 8 - Plan of Overall PA Department of General Services Lands



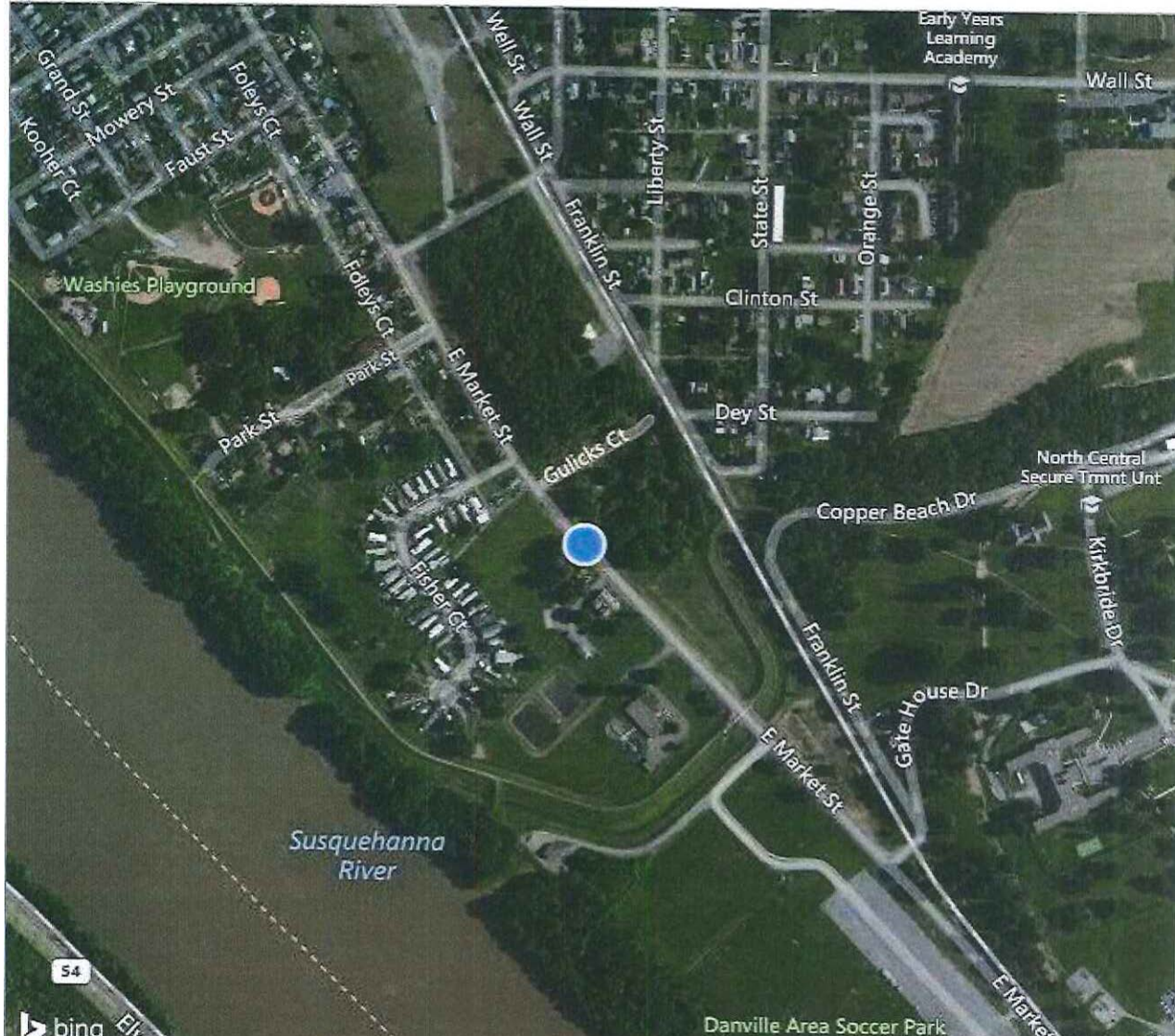
NOTE: Sheet 5 of 8
 3-LOT SUBDIVISION
 Plan recorded in Map 1546-2014
 PA DEPARTMENT OF GENERAL SERVICES
 DANVILLE STRIKE HOSPITAL

Exhibit "A"

APPENDIX B

PROPERTY NARRATIVE & LOCATION

Address: 1120 E. Market Street, Danville, PA 17821
Building Type: Single Family Detached Dwelling
Rooms: 7
Bedrooms: 3
Bath : 1.5
Approx. sq. ft. 1,664 sq. ft. living area
Style: Colonial (2 story)
Garage Type: 1 car detached
Heat: Gas steam
Water: Public
Sewer: Public
Year Built: Circa 1920
Lot size: 2.46-acres
Zoning: Residential, R2B



APPENDIX C

SELLER'S PROPERTY DISCLOSURE STATEMENT

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** 1120 East Market St. Denville PA 17061
 2 **SELLER** Commonwealth of PA, Department of General Services

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

8 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substi-
 9 tute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a
 10 warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to
 11 address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve
 12 Seller of the obligation to disclose a material defect that may not be addressed on this form. Any non-exempt seller is obligated to
 13 complete the disclosure form even if the seller does not occupy or has never occupied the property. For a list of exempt sellers,
 14 see Information Regarding the Real Estate Seller's Property Disclosure Law found on the last page of this document.

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

19 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
 20 to the property. Check unknown when the question does apply to the property but you are not sure of the answer.

	Yes	No	Unk	N/A
21				
22				
23 A	X			
24 B		X		
25 C		X		

21 **1. SELLER'S EXPERTISE**
 22 (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment
 23 or other areas related to the construction and conditions of the property and its improvements?
 24 (B) Is Seller the landlord for the property?
 25 (C) Is Seller a real estate licensee?

26 Explain any "yes" answers in section 1: Facility Maintenance Manager for Property

	Yes	No	Unk	N/A
28				
29 1				
30 2		X		
31 3				
32 4				
33 5				
34 1		X		
35 2		X		
36 3	X			
37 4		X		
38 5		X		
39 C				
40 D		X		

27 **2. OWNERSHIP/OCCUPANCY**
 28 (A) Occupancy
 29 1. When was the property most recently occupied? 2013
 30 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy
 31 the property? Seller is a government agency not an individual
 32 3. How many persons most recently occupied the property? 2
 33 (B) Role of Individual Completing This Disclosure. Is the individual completing this form:
 34 1. The owner
 35 2. The executor
 36 3. The administrator
 37 4. The trustee
 38 5. An individual holding power of attorney
 39 (C) When was the property purchased? 1868 structure built 1932
 40 (D) Are you aware of any pets having lived in the house or other structures during your ownership?

41 Explain section 2 (if needed): Property owned by the Commonwealth of PA

	Yes	No	Unk	N/A
43				
44 1		X		
45 2		X		
46 3		X		
47 4		X		
48 B				X
49				
50 C				
51				

42 **3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS**
 43 (A) Type. Is the Property part of a(n):
 44 1. Condominium
 45 2. Homeowners association or planned community
 46 3. Cooperative
 47 4. Other type of association or community _____
 48 (B) If "yes," how much are the fees? \$ _____, paid (Monthly) (Quarterly) (Yearly)
 49 (C) If "yes," are there any community services or systems that the association or community is
 50 responsible for supporting or maintaining? Explain: _____
 51

52 Seller's Initials SKC / _____ Date 2/20/15 SPD Page 1 of 9 Buyer's Initials _____ / _____ Date _____

PROPERTY 1125 East Market St Danville PA

53	Yes	No	Unk	N/A
54 D				X

(D) How much is the capital contribution/initiation fee? \$ _____
 Notice to Buyer: 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 cancelling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

61	Yes	No	Unk	N/A
62 1				
63 2		X		
64 1	X			
65 2	X			
66 1	X			
67 2	X			
68 1	X			
69 2	X			

4. ROOF AND ATTIC
 (A) Installation
 1. When was the roof installed? 1994
 2. Do you have documentation (invoice, work order, warranty, etc.)?
 (B) Repair
 1. Has the roof or any portion of it been replaced or repaired during your ownership?
 2. If it has been replaced or repaired, was the existing roofing material removed?
 (C) Issues
 1. Has the roof ever leaked during your ownership?
 2. Are you aware of any current/past problems with the roof, attic, gutters, flashing or downspouts?
 Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: our father/finisher has repaired any leaks that developed

73	Yes	No	Unk	N/A
74 1				
75 2		X		
76 3				X
77 4				X
78 1				
79 2				
80 3	X			
81 4	X			
82 1	X			
83 2	X			
84 3	X			

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?
 (B) Water Infiltration
 1. Are you aware of any 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 system?
 Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: During the 1970s, 2008 and 2011 special styrene water entered the basement

88	Yes	No	Unk	N/A
89 1		X		
90 2		X		
91 1		X		
92 2		X		

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS
 (A) Status
 1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
 2. Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?
 (B) Treatment
 1. Is your 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, including the name of any service/treatment provider, if applicable:

98	Yes	No	Unk	N/A
99 A		X		
100 B		X		
101 C		X		
102 1		X		
103 2		X		
104 3		X		
105 1		X		
106 2		X		
107 3		X		
108 1		X		
109 2		X		
110 3		X		
111 1	X			

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, basement or crawl spaces?
 (D) Stucco and Exterior Synthetic Finishing Systems
 1. Is your property constructed with stucco?
 2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 3. If "yes," when was it installed?
 (E) Are you aware of any fire, storm, water or ice damage to the property?
 (F) Are you aware of any defects (including stains) in flooring or floor coverings?
 Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: stains in flooring

115 Seller's Initials SSC / Date 2/2/15 SPD Page 2 of 9 Buyer's Initials _____ / Date _____

PROPERTY 120 East Market St, Denville PA

116	Yes	No	Unk	N/A
117		X		
118		X		
119		X		
120		X		

8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.
 (B) Are you aware of any private or public architectural review control of the property other than zoning codes?

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether 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.

128	Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)
129				
130				
131				
132				
133				
134				
135				
136				
137				
138				
139				

A sheet describing other additions and alterations is attached.

141	Yes	No	Unk	N/A
142	X			
143	X			
144	X			
145	X			
146	X			
147	X			
148	X			
149	X			
150	X			
151				
152	X			
153			X	
154				
155				X
156				X
157				X
158				X
159				X
160				X
161				X
162				X
163		X		
164				X
165				X
166			X	
167		X		

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. No water service (explain): _____

(B) 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?

(C) Well

1. Has your well ever run dry?
2. Depth of Well _____
3. Gallons per minute _____, measured on (date) _____
4. Is there a well used for something other than the primary source of drinking water?
5. If there is an unused well, is it capped?

(D) Pumping and Treatment

1. If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____
2. Do you have a softener, filter, or other treatment system?
3. Is the softener, filter, or other treatment system leased? From whom? _____

(E) General

1. When was your water last tested? _____ Test results: _____
2. Is the water system shared? With whom? public

165 Seller's Initials SK / Date 2/27/15 SPD Page 3 of 9 Buyer's Initials _____ / Date _____

PROPERTY 1120 East Market St. Danville PA

169	Yes	No	Unk	N/A
170 1		X		
171 1		X		
172 2		X		

(F) Issues
 1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
 2. Have you ever had a problem with your water supply?
 Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: _____

177	Yes	No	Unk	N/A
178 1	X			
179 2				X
180 3			X	
181 3			X	
182 1	X			
183 1	X			
184 2	X			
185 3	X			
186 4	X			
187 1				X
188 1				X
189 2				X
190 3				X
191 4				X
192 5				X
193 6				X
194 7				X
195 8				X
196 1		X		
197 2		X		
198 3		X		
199 4		X		
200 4		X		
201 5		X		
202 6		X		
203 7		X		
204 1		X		
205 1		X		
206 2		X		
207 1		X		
208 1		X		
209 2		X		
210 3		X		
211 4		X		
212 1		X		
213 1		X		
214 2		X		

10. SEWAGE SYSTEM
 (A) General
 1. Is your property served by a sewage system (public, private or community)?
 2. If no, is it due to availability or permit limitations?
 3. When was the sewage system installed (or date of connection, if public)? _____
 (B) Type Is your property served by:
 1. Public (if "yes," continue to E, F and G below)
 2. Community (non-public)
 3. An individual on-lot sewage disposal system
 4. Other, explain: _____
 (C) Individual On-lot Sewage Disposal System. Is your sewage system (check all that apply):
 1. Within 100 feet of a well
 2. Subject to a ten-acre permit exemption
 3. A holding tank
 4. A drainfield
 5. Supported by a backup or alternate drainfield, sandmound, etc.
 6. A cesspool
 7. Shared
 8. Other, explain: _____
 (D) Tanks and Service
 1. Are there any metal/steel septic tanks on the Property?
 2. Are there any cement/concrete septic tanks on the Property?
 3. Are there any fiberglass septic tanks on the Property?
 4. Are there any other types of septic tanks on the Property? _____
 5. Where are the septic tanks located? _____
 6. How often is the on-lot sewage disposal system serviced? _____
 7. When was the on-lot sewage disposal system last serviced? _____
 (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic
 1. Are you aware of any abandoned septic systems or cesspools on your property?
 2. Have these systems or cesspools been closed in accordance with the municipality's ordinance?
 (F) Sewage Pumps
 1. Are there any sewage pumps located on the property?
 2. What type(s) of pump(s)? _____
 3. Are pump(s) in working order?
 4. Who is responsible for maintenance of sewage pumps? _____
 (G) Issues
 1. Is any waste water piping not connected to the septic/sewer system?
 2. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?
 Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts: Public Sewage System

219	Yes	No	Unk	N/A
220 1	X			
221 1	X			
222 2		X		
223 3		X		
224 4		X		
225 5		X		
226 6		X		
227 7		X		
228 8		X		
229 B		X		

11. PLUMBING SYSTEM
 (A) Material(s). Are the plumbing materials (check all that apply):
 1. Copper
 2. Galvanized
 3. Lead
 4. PVC
 5. Polybutylene pipe (PB)
 6. Cross-linked polyethylene (PEX)
 7. Other _____
 (B) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?
 If "yes," explain: _____

232 Seller's Initials STC Date 2/27/15 SPD Page 4 of 9 Buyer's Initials _____ Date _____

PROPERTY 1125 East Market St Danville PA

	Yes	No	Unk	N/A
233				
234				
235 1	X			
236 2		X		
237 3		X		
238 4		X		
239 5		X		
240 6		X		
241 7		X		
242 8		X		
243 B				
244 C		X		

12. DOMESTIC WATER HEATING

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

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Solar
6. Geothermal
7. Other

8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)? _____

(B) How many water heaters are there? 1 When were they installed? _____

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

If "yes," explain: _____

	Yes	No	Unk	N/A
246				
247				
248 1		X		
249 2	X			
250 3		X		
251 4		X		
252 5		X		
253 6		X		
254 7		X		
255 8		X		
256				
257 1		X		
258 2		X		
259 3		X		
260 4		X		
261 5	X			
262 6		X		
263 7		X		
264 8		X		
265 9		X		
266				
267 1				
268 2				
269 3				
270 4				
271				
272 1	X			
273 2		X		
274 3		X		
275 4	X			
276 5	X			
277 6	X			
278 7	X			
279 B				
280				
281 1		X		
282 2				
283 3				
284 P	X			

13. HEATING SYSTEM

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

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Geothermal
6. Coal
7. Wood
8. Other

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

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant
7. Wood stove(s) How many? _____
8. Coal stove(s) How many? _____
9. Other

(C) Status

1. When was your heating system(s) installed? _____
2. When was the heating system(s) last serviced? _____
3. How many heating zones are in the property? _____
4. Is there an additional and/or backup heating system? Explain: _____

(D) Fireplaces

1. Are there any fireplace(s)? How many? 1 opening was covered to prevent tenant use
2. Are all fireplace(s) working? _____
3. Fireplace type(s) (wood, gas, electric, etc.): wood
4. Were the fireplace(s) installed by a professional contractor or manufacturer's representative? _____
5. Are there any chimney(s) (from a fireplace, water heater or any other heating system)? _____
6. How many chimney(s)? 1 When were they last cleaned? unknown
7. Are the chimney(s) working? If "no," explain: _____

(E) List any areas of the house that are not heated: Basement

(F) Heating Fuel Tanks

1. Are you aware of any heating fuel tank(s) on the property?
2. Location(s), including underground tank(s): _____
3. If you do not own the tank(s), explain: _____

Are you aware of any problems or repairs needed regarding any item in section 13? If "yes," explain: _____

	Yes	No	Unk	N/A
286				
287				
288				
289 1		X		
290 2		X		
291 3		X		
292 4		X		
293 5	X			

14. AIR CONDITIONING SYSTEM

(A) Type(s). Is the air conditioning (check all that apply):

1. Central air
2. Wall units
3. Window units
4. Other
5. None

294 Seller's Initials SK / Date 2/27 SPD Page 5 of 9 Buyer's Initials _____ / Date _____

PROPERTY 1120 East Market St. Danville PA

295	Yes	No	Unk	N/A
296 1				X
297 2				X
298 3				X
299 C				
300				
301 P	X			

(B) Status
 1. When was the central air conditioning system installed? _____
 2. When was the central air conditioning system last serviced? _____
 3. How many air conditioning zones are in the property? _____
 (C) List any areas of the house that are not air conditioned: All of the houses
 Are you aware of any problems with any item in section 14? If "yes," explain: _____

303	Yes	No	Unk	N/A
304		X		
305 1	X			
306 2				
307 B				
308 C		X		
309 P				

15. ELECTRICAL SYSTEM
 (A) Type(s)
 1. Does the electrical system have fuses? _____
 2. Does the electrical system have circuit breakers? _____
 (B) What is the system amperage? 100
 (C) Are you aware of any knob and tube wiring in the home? _____
 Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____

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16. OTHER EQUIPMENT AND APPLIANCES
 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.

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

337 P	Yes	No	Unk	N/A
338		X		

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain: _____

342	Yes	No	Unk	N/A
343 1		X		
344 2		X		
345 3		X		
346				
347				
348				

17. LAND/SOILS
 (A) Property
 1. Are you aware of any fill or expansive soil on the property?
 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
 3. 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?

349 Seller's Initials SC Date 2/27/15 SPD Page 6 of 9 Buyer's Initials _____ Date _____

PROPERTY

120 East Market St. Danville PA

	Yes	No	Unk	N/A
350				
351				
352		X		
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361				
362	1		X	
363	2		X	
364	3		X	
365	4		X	
366				
367				
368				
369				
370				
371				
372				
373	1		X	
374	2		X	
375	3		X	
376	4		X	
377	5		X	
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4. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect 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 mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

(B) Preferential Assessment and Development Rights

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

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. Any other law/program:

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.

(C) Property Rights

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property):

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain:

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

Explain any "yes" answers in section 17:

18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

1. Is any part of this property located in a wetlands area?
2. Is any part of this property located in a FEMA flood zone?
3. Are you aware of any past or present drainage or flooding problems affecting the property?
4. Are you aware of any drainage or flooding mitigation on the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding: 4th of winter during Tropical Storm in 2011

(B) Boundaries

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

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

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B):

	Yes	No	Unk	N/A
386				
387				
388	1	X		
389	2	X		
390	3	X		
391	4	X		
392				
393				

	Yes	No	Unk	N/A
394				
395				
396	1	X		
397				
398				
399				
400				
401				
402				
403	2	X		
404	3			X
405	4	X		
406				
407				
408				
409				

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411				
412	Yes	No	Unk	N/A
413		X		
414				
415		X		
416				
417				
418				
419				
420				
421				
422				
423		X		
424				
425				
426				
427				
428				
429		X		
430				X
431				
432				
433				
434				
435				
436				
437	Yes	No	Unk	N/A
438	X			
439	X			
440				
441		X		
442		X		
443				
444				
445				
446	X			
447				
448		X		
449				
450		X		
451		X		
452				
453				
454				
455				
456				
457				
458				
459				
460	Yes	No	Unk	N/A
461		X		
462		X		
463		X		
464		X		
465		X		
466		X		
467				
468				
469		X		
470				
471				
472		X		
473				

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

- (A) Mold and Indoor Air Quality (other than radon)
- Are you aware of any tests for mold, fungi, or indoor air quality in the property?
 - Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?
- Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue 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.*
- (B) Radon
- Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:
- | | | |
|----------------------------|------------|-------------|
| | First Test | Second Test |
| Date | _____ | _____ |
| Type of Test | _____ | _____ |
| Results (picocuries/liter) | _____ | _____ |
| Name of Testing Service | _____ | _____ |
- 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? |
| _____ | _____ | _____ | _____ |

437	Yes	No	Unk	N/A
438	X			
439	X			
440				
441		X		
442		X		
443				
444				
445				
446	X			
447				
448		X		
449				
450		X		
451		X		
452				

- (C) Lead Paint
- If property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the property.
- Are you aware of any 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?
- (D) Tanks
- Are you aware of any existing or removed underground tanks? Size: _____
 - If "yes," have any tanks been removed during your ownership?
- (E) Dumping. Are you aware of any dumping on the property?
- (F) Other
- Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
 - Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
 - Are you aware of testing on the property for any other hazardous substances or environmental concerns?
 - Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: _____
Lead based paint on walls and ceilings,
Asbestos containing material in pipe insulation

20. MISCELLANEOUS

- (A) Deeds, Restrictions and Title
- Are you aware of any deed restrictions that apply to the property?
 - Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
 - 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?
 - Are you aware of any insurance claims filed relating to the property?
- (B) Financial
- 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 or other use restriction ordinances that remain uncorrected?
 - Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?

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	Yes	No	Unk	N/A
475				
476		X		
477		X		
478		X		
479				
480		X		
481				

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Note to Buyer: A material defect 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 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 of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

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

Explain any "yes" answers in section 20: _____

21. ATTACHMENTS

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

Seller's Property Disclosure Statement Addendum (PAR Form SDA)

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

508 SELLER [Signature] DATE 2/27/15
 509 SELLER _____ DATE _____
 510 SELLER _____ DATE _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

522 BUYER _____ DATE _____
 523 BUYER _____ DATE _____
 524 BUYER _____ DATE _____

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.

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