



## RIDER TO HOME PURCHASE AGREEMENT

This Rider to Home Purchase Agreement (“**Rider**”) is dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”) by and between Lexicon Government Services, LLC (“**Seller**”) and \_\_\_\_\_ (individually and collectively, if more than one, “**Buyer**”) with respect to the land, building, improvements and contents (including fixtures/appliances, if applicable) located at:

138 Green Forest Drive, Middletown, US-DE, 19709 USA (the “**Property**”).

Seller and Buyer entered into that certain Home Purchase Agreement dated \_\_\_\_\_, 20\_\_\_\_ with respect to the Property (the “**Purchase Agreement**”). In the event of any conflict between the provisions of this Rider and the provisions of the Purchase Agreement, the provisions of this Rider shall control. Capitalized terms used herein shall have the meanings set forth herein. Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Purchase Agreement.

***In consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:***

- 1. Seller’s Authority:** No agreement for the sale of the Property shall be effective unless it is in writing and executed by Seller. Any offer or counteroffer executed by a real estate broker or agent on behalf of Seller (other than a corporate officer of Seller) shall not be binding on Seller unless confirmed in writing and signed by Seller.
- 2. Condition of the Property:** Buyer acknowledges, agrees and understands that Seller is a relocation management company and has never lived in, resided at, or otherwise occupied the Property. The Property, including any contents, is not new, and is being sold “**as is**” (in its present condition with all faults, if any), without any express, implied or statutory warranties of any kind. Buyer acknowledges and agrees that Buyer is not relying on any representations, statements, guarantees or warranties concerning the Property, made for or on behalf of Seller, prior or subsequent to Closing (as hereinafter defined), including but not limited to, representation regarding the size of the building and improvements, lot size or boundaries; the presence or absence of toxic or hazardous condition of the Property or any of its mechanical components including but not limited to the security system, electrical, plumbing, sprinkler system, heating, air conditioning system, and/or any Appliances being conveyed pursuant to the Purchase Agreement. As used herein, the term “**Appliances**” includes, but are not limited to the refrigerator, microwave, garage door openers and transmitter.
- 3. Tests, Inspections and Disclosure Statements:** The tests or inspections outlined herein have been conducted in, on or with respect to the Property. Buyer acknowledges that Seller has supplied copies of the test/s, inspection/s report/s and/or other disclosure documents (collectively, “**Disclosure Documents**”) to Buyer, which Buyer has read and understands:

THE DISCLOSURE DOCUMENTS AND DISCLOSURES SET FORTH BELOW ARE BEING GIVEN TO BUYER FOR INFORMATIONAL PURPOSES ONLY AND IN COMPLIANCE WITH SELLER’S LEGAL DUTY OF DISCLOSURE. THE DISCLOSURE DOCUMENTS REPRESENT THE OPINIONS OF THE INDIVIDUALS OR FIRMS WHO PREPARED THEM, INCLUDING ANY PRIOR OCCUPYING OWNERS OF THE PROPERTY, NOT SELLER. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OF THE INFORMATION PROVIDED AND MAKES NO AGREEMENT TO UNDERTAKE OR PERFORM ANY ACTION RECOMMENDED IN ANY OF THE DISCLOSURE DOCUMENTS. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS NOT RELYING ON THE ACCURACY OR COMPLETENESS OF THE DISCLOSURE DOCUMENTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE ACCURACY, COMPLETENESS, OR TRUTHFULNESS OF THE PRIOR OCCUPYING OWNER’S PROPERTY CONDITION DISCLOSURE STATEMENT, THE DISCLOSURE DOCUMENTS AND DISCLOSURES SET FORTH BELOW, OR THE PROPERTY ITSELF, INCLUDING, BUT NOT LIMITED TO: ITS GENERAL CONDITION, HABITABILITY, MARKETABILITY, FITNESS FOR A PARTICULAR USE, COMPLIANCE WITH ZONING ORDINANCES, HEALTH OR BUILDING CODES, LAND USE OR DEVELOPMENT REGULATIONS, OR ANY OTHER APPLICABLE COVENANTS, RESTRICTIONS, LAWS, STATUTES OR ORDINANCES AND BUYER IS NOT

## CHECKLIST FOR SALE CONTRACTS

Please check each item before sending a contract to Lexicon for review and execution.  
No contract can be reviewed until ALL requirements listed below have been met.

### PURCHASE CONTRACT

***Transferees are not to sign contracts. Lexicon must be the last signature on the contract. We cannot revise a contract, sign it and send it back for buyer's initials on the revision.***

- Lexicon Government Services, LLC** must be named as seller anywhere the contract requires a seller's name. The naming of anyone else scratched out, written over, or whited out cannot be accepted.
- Personal property remaining with the property should be spelled out on the contract, NOT described by referencing other information sources, such as the transferee's MLS listing.
- Contract cannot include any provisions for mediation, survival, option fee or due diligence. These must be stricken.**
- The Lexicon Rider to the Purchase Agreement must be named in the contract.**
- All contracts should have an expiration date of 3 business days from the date the offer/sales contract has been submitted to Lexicon, the time of expiration should be 5pm eastern time.**
- The closing of the sale of the Property shall be through Lexicon's designated Closing Office noted in section 12 of the Lexicon Rider.**

### LEXICON'S RIDER TO HOME PURCHASE AGREEMENT

- Please ensure buyer(s) have initialed and signed where appropriate
- The Rider to the Home Purchase Agreement, cannot be altered in anyway such as scratched out or amended.**
- Reminder: Both selling and listing agents sign Page 6 where indicated**

### PROPERTY DISCLOSURES

- Blank/Non-Occupant State Property Disclosure: ***Please ensure buyer(s) have initialed and signed where appropriate***

### BUYER'S PRE-APPROVAL LETTER - ***Pre-approval must include the following and be on the lender's letterhead:***

- >> If there are multiple Borrowers on the Loan Application/Approval Letter, ALL must be named as Buyers in the contract
- >> If there are multiple Buyers named in the contract, at least one of the Buyers must be named as a Borrower on the Loan Application/Approval Letter
- Lender approved purchase price and mortgage amount must be for an amount equal to or greater than the purchase price offered and corresponding mortgage amount**
- If the buyer is a homeowner, it must be clearly stated that the sale of the buyer's current home is NOT necessary in order for the buyer to qualify for the new mortgage
- Confirmation that borrower's credit has been reviewed
- If it is a cash transaction, the buyers must provide verification that they currently have sufficient funds to close **prior to acceptance of the offer.** *Financial statements must be dated within 30 days of the contract date.*

### EARNEST MONEY DEPOSIT

- Copy of earnest money check or receipt of cash payment must be received with the offer or upon acceptance

### PROOF OF FUNDS FOR DOWN PAYMENT

- A Copy of the buyers Proof of funds for the Down Payment must be received with the offer or upon acceptance.**

### IMPORTANT REMINDERS

- An acceptable offer cannot be contingent on the **sale** of another property; however, the offer may be contingent on the **closing** of another property. If the buyer must close an existing home sale to buy the subject home, copies of that contract and the buyer's loan approval related to that sale must be reviewed by Lexicon.
- Possession by the buyer is not permitted until after closing and funding. The transferee may vacate the home at any time before closing; the transferee cannot retain possession after Lexicon closes with the buyer. When the transferee vacates the property, do not automatically switch utilities – **contact Lexicon to discuss when utilities should be changed.**
- Further discussion regarding the contract should occur with the transferee once Lexicon has executed the contract/offer with the outside buyer, the transferee will handle any requests from the buyer for repairs or other concessions, BUT they cannot sign any documentation.**
- Closing should be within 60 days of acceptance; on rare occasions, closing can be beyond 60 days from acceptance, but the buyer must show that his or her interest rate is locked for the time required to reach the closing date.
- All clauses of contract/offer must be resolved at or before closing. For example, no re-proration of real estate taxes will be made when the actual tax bill is received.
- Buyer is not permitted to have access to the property for inspections or appraisals *prior to contract execution.*



# SELLER'S DISCLOSURE OF REAL PROPERTY CONDITION REPORT

State of Delaware

Approved by the Delaware Real Estate Commission (Effective Date: August 1, 2025)

**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or it's condition**

**LEXICON GOVERNMENT SERVICES, LLC**

Seller(s) Name: \_\_\_\_\_

Property Address: **138 Green Forest Drive, Middletown, US-DE, 19709 USA**

Approximate Age of Building(s): \_\_\_\_\_ Date Purchased: \_\_\_\_\_

**Chapter 25, Title 6 of the Delaware Code**, requires a Seller of residential property to disclose in writing all material defects of the property that are known at the time the property is offered for sale or that are known prior to the time of final settlement. Residential property means any interest in a property or manufactured housing lot, improved by dwelling units for 1-4 families. The disclosure must be made on this Report, which has been approved by the Delaware Real Estate Commission and shall be updated as necessary for any material changes occurring in the property before final settlement. This Report shall be given to all prospective Buyers prior to the time the Buyer makes an offer to purchase. This Report, signed by Buyer and Seller, shall become a part of the Agreement of Sale. This Report is a good faith effort by the Seller to make the disclosures required by Delaware law and is not a warranty of any kind by the Seller or any Agents or Sub-Agents representing Seller or Buyer in the transfer and is not a substitute for any inspections or warranties that the Seller or Buyer may wish to obtain. The Buyer has no cause of action against the Seller or Real Estate Agent for material defects in the property disclosed to the Buyer prior to the Buyer making an offer; material defects developed after the offer was made but disclosed in an update of this Report prior to settlement, provided Seller has complied with the Agreement of Sale; or material defects which occur after settlement.

**Seller shall answer the following questions based on Seller's knowledge of the property.**

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI. Seller shall answer the following questions based on Seller's knowledge of the property.
			<b><u>I. OCCUPANCY</u></b>
			1. How do you currently use this property? As a: (___ Primary Residence) (___ Second/Vacation Home) (___ Rental Property) (___ Inherited Property) (___ Other: _____). If not your Primary Residence, how long has it been since you occupied the property? _____.
			2. Is the property encumbered by a (___ rental/lease), (___ option to purchase), or (___ first right of refusal)? <b>If yes, describe in XVI.</b> Seller agrees to provide a copy of the rental/lease agreement to Buyer upon request.
			3. If the property is a rental/lease, have all necessary permits and/or licenses been obtained?
			4. If the property is a rental/lease, is the property subject to a rental/lease management agreement?
			5. If #4 is yes, is the agreement binding upon the purchaser? <b>If yes, describe in XVI.</b> Seller agrees to provide a copy of the management agreement to Buyer upon request.
			6. Is the property new construction?
			7. If #6 is yes, has a certificate of occupancy been issued? If yes, when? _____. If no, <b>STOP USING THIS FORM</b> and complete the Seller's Disclosure of Real Property Condition Report <b>New Construction Only</b> .
			8. If #6 is yes, Seller warrants that the property (___ is) or (___ is not) exempt from providing the Buyer with a <b>Public Offering Statement</b> as described in §81-401 or §81-403(b) of Chapter 81, Title 25 of the Delaware Code, The Delaware Uniform Common Interest Ownership Act. If exempt from providing the Public Offering Statement or Resale Certificate, in compliance with §317A of Chapter 3, Title 25, Seller has attached a copy of all documents in the chain of title that create any financial obligation for the buyer, and a written summary of all financial obligations created by documents in the chain of title. As evidenced by signature below, Buyer has received a copy of these documents.

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Seller's Initials S.T. Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

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			<b>II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS AND CO-OPS</b>
			9. Is the property subject to any deed restrictions? (e.g., HOA/condominium restrictions, rental restrictions, pet restrictions, fence requirements, etc.) <b>If yes, describe in XVI.</b>
			10. Are you in violation of any deed restrictions at this time? <b>If yes, describe in XVI.</b>
			11. Is the property subject to any agreements concerning affordable housing or workforce/inclusionary housing? <b>If yes, describe in XVI.</b>
			12. Is the property subject to any private, public, or historic architectural review control other than building codes? <b>If yes, describe in XVI.</b>
			13. Is the property part of a condominium or cooperative (Co-op) ownership?
			14. Is there a (___ Homeowners Association), (___ Condominium Association), (___ Cooperative (Co-op)), (___ Civic Association), or (___ Maintenance Corporation)?
			15. If #14 is yes, are there any (___ Fees), (___ Dues), or (___ Assessments) involved? If yes, how much? _____; Frequency of payments: (___ Monthly), (___ Quarterly), (___ Yearly), (___ Other: _____); Are they (___ Mandatory) or (___ Voluntary)?
			16. Is there a capital contribution fee due by a new owner to the Association? If yes, how much _____?
			17. Are there any unpaid assessments including but not limited to deferred water and sewer charges for your property? If yes, how much? _____. <b>If yes, describe in XVI.</b>
			18. Has there been a special assessment in the past 12 months? <b>If yes, describe in XVI.</b>
			19. Have you received written notice of any new, proposed, or board discussed increases in fees, dues, assessments, or capital contributions? <b>If yes, describe in XVI.</b>
			20. Management Company Name: _____
			21. Representative Name: _____ Phone # _____
			22. Representative E-mail Address: _____
			<b>III. TITLE / ZONING INFORMATION</b>
			23. Does the amount owed on your mortgage(s) and any other lien(s) exceed the estimated value of the property? If yes, are additional funds available from Seller for settlement? _____.
			24. Is your property owned (___ In fee simple) or (___ Leasehold/Ground Lease) or (___ Cooperative)?
			25. If a Leasehold/Ground Lease, what is the current lease amount? \$ _____; Frequency of payments: (___ Weekly), (___ Monthly), (___ Quarterly), (___ Yearly), (___ Other: _____)
			<b>Note to Buyer:</b> May be subject to change.
			26. If a Leasehold/Ground Lease, when does it expire? _____.
			27. Are there any rights-of-way, easements, or similar matters that affect the property? <b>If yes, describe in XVI.</b>
			28. Are there any shared maintenance agreements affecting the property? <b>If yes, describe in XVI.</b>
			29. Are there any variance, zoning, conditional use, non-conforming use, or setback violations? <b>If yes, describe in XVI.</b>
			30. If #29 is yes, has the variance, conditional use, or non-conforming use expired or has otherwise become non-transferable? <b>If yes, describe in XVI.</b>
			31. Did you participate in any mortgage/closing cost assistance program that must be paid back at the time of the transfer of the property? <b>If yes, describe in XVI.</b>
			32. Did you participate in any mortgage forbearance programs such as the CARES Act from COVID-19? <b>If yes, describe in XVI.</b>
			<b>IV. ADDITIONAL INFORMATION</b>
			33. Have you received notice from any local, state, or federal agency requiring repairs, alterations, or corrections of any existing conditions? <b>If yes, describe in XVI.</b>
			34. Is there any existing legal action affecting this property? <b>If yes, describe in XVI.</b>
			35. Are there any violations of local, state, or federal laws or regulations relating to this property? <b>If yes, describe in XVI.</b>
			36. Does your current real estate tax amount reflect any non-transferrable exemptions or discounts? <b>If yes, describe in XVI.</b>
			37. Have you received formal notice from any local, state, or federal agency of any changes that may materially or adversely affect the property? e.g., threat of condemnation, noise, bright lights, odors, other nuisances, zoning changes, road changes, proposed utility changes, etc. <b>If yes to any, describe in XVI.</b>

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			38. Are all the exterior door locks in the house in working condition? <b>If no, describe in XVI.</b>
			39. Will keys be provided for each lock?
			40. During your ownership, are there now or have there been animals (pets) living in the house? If yes, what type? _____.
			41. Is there now or has there ever been a (___Swimming pool), (___Hot tub), (___Spa), or (___Whirlpool) on the property? <b>If yes and there are any defects, describe in XVI.</b>
			42. If there is a pool, does it conform to all local ordinances? <b>If no, describe in XVI.</b>
			43. What is the type of trash disposal? (___Private), (___Municipal), (___County), (___Community) or (___Other _____).
			44. The cost of repairing and repaving the streets adjacent to the property is paid for by: ___ The property owner(s), estimated fees: \$ _____ ___ Delaware Department of Transportation or the State of Delaware ___ Municipal ___ Community/HOA ___ Other ___ Unknown
			<b>Note to Buyer:</b> Repairing and repaving of the streets can be very costly. (6 Delaware Code§ 2578)
			45. Is off street parking available for this property? If yes, number of spaces available: _____
			<b>V. ENVIRONMENTAL CONCERNS</b>
			46. Are there now or have there been any underground storage tanks on the property? (___ Heating fuel), (___ Propane), (___ Septic), or (___ Other: _____). <b>If yes, describe locations in XVI.</b>
			47. If the tank was abandoned, was it done with all necessary permits and properly abandoned?
			48. Are asbestos-containing materials present? <b>If yes, describe in XVI.</b>
			49. Are there any lead hazards? (e.g., lead paint, lead pipes, lead in soil.) <b>If yes, describe in XVI.</b>
			50. Has the property been tested for toxic or hazardous substances? <b>If yes, describe in XVI and provide the test results.</b>
			51. Has the property ever been tested for mold? <b>If yes, provide the test results.</b>
			52. Has the illegal manufacture, storage, or use of methamphetamines occurred in the property? <b>If yes, describe in XVI.</b>
			53. Is there a wastewater spray irrigation system (human or agricultural) installed on or adjacent to the property?
			<b>VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)</b>
			54. Is there fill soil or other fill material on the property?
			55. Are there sliding, settling, earth movement, upheaval, earth stability, or methane gas release problems that have occurred on the property or in the immediate neighborhood? <b>If yes, describe in XVI.</b>
			56. Is any part of the property located in (___ a flood zone) and/or (___ a wetlands area)?
			57. Are there drainage or flood problems affecting the property? <b>If yes, describe in XVI.</b>
			58. Do you carry flood insurance? Agent: _____ Policy # _____
			59. If #58 is yes, what is the annual cost of this policy? _____
			60. Have you made any insurance claims on the property in the past 5 years? <b>If yes, describe in XVI.</b>
			61. Does the property have standing water in front, rear, or side yards for more than 48 hours after raining? <b>If yes, describe in XVI.</b>
			62. Are there encroachments or boundary line disputes affecting the property? <b>If yes, describe in XVI?</b>
			63. Are there any ditches crossing or bordering the property? <b>If yes, describe in XVI.</b>
			64. Are there any swales crossing the property that are under the control of a Soil and Conservation District? <b>If yes, describe in XVI.</b>
			65. Have you ever had the property surveyed?
			66. Are the boundaries of the property marked in any way? <b>If yes, describe in XVI.</b>
			<b>VII. STRUCTURAL ITEMS</b>
			67. Have you made any additions or structural changes? <b>If yes, describe in XVI.</b>
			68. If #67 is yes, was all work done with all necessary permits and approvals in compliance with building codes?
			69. If #68 is yes, are the permits closed?
			70. Is there now or has there ever been any movement, shifting, or other problems with walls or foundations? <b>If yes, describe in XVI.</b>

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			71. Has the property, or any improvements thereon, ever been damaged by ( <input type="checkbox"/> Fire), ( <input type="checkbox"/> Smoke), ( <input type="checkbox"/> Wind), or ( <input type="checkbox"/> Flood)? <b>If yes, describe in XVI.</b>
			72. Was the structure moved to this site? ( <input type="checkbox"/> Double Wide), ( <input type="checkbox"/> Modular), ( <input type="checkbox"/> Other: _____)
			73. Is there now or has there ever been any non-plumbing water leakage in the house? <b>If yes, describe in XVI.</b>
			74. Are there any problems with ( <input type="checkbox"/> Exterior walls), ( <input type="checkbox"/> Driveways), ( <input type="checkbox"/> Walkways), ( <input type="checkbox"/> Patios), ( <input type="checkbox"/> Decks), ( <input type="checkbox"/> Porches) or ( <input type="checkbox"/> Retaining walls) on the property? <b>If yes, describe in XVI.</b>
			75. Are there any problems with ( <input type="checkbox"/> Interior walls), ( <input type="checkbox"/> Ceilings), ( <input type="checkbox"/> Floors), or ( <input type="checkbox"/> Windows) on the property? <b>If yes, describe in XVI.</b>
			76. Have there been any repairs or other attempts to control the cause or effect of problems described in questions 73, 74, and 75? <b>If yes, describe in XVI.</b>
			77. Is there insulation in the: ( <input type="checkbox"/> Ceiling/attic), ( <input type="checkbox"/> Exterior walls), ( <input type="checkbox"/> Crawlspace/basement), or ( <input type="checkbox"/> Other: _____)
			What type(s) of insulation does your property have? _____
			<b>VIII. TERMITES, INSECTS, AND WILDLIFE</b>
			78. Is there now or has there ever been any infestation by termites or other wood destroying insects? <b>If yes, describe</b>
			79. During your ownership, have there been any termite or other wood destroying insect inspections made on the property? <b>If yes, describe in XVI.</b>
			80. Is there now or has there ever been any damage to the property caused by ( <input type="checkbox"/> Termites), ( <input type="checkbox"/> Other wood destroying insects), or ( <input type="checkbox"/> Wildlife)? <b>If yes, describe in XVI.</b>
			81. Have there ever been any termite or wood destroying insect treatments made on the property? <b>If yes, describe in XVI.</b>
			82. Is there or has there ever been an infestation of insects? <b>If yes, describe in XVI.</b>
			83. During your ownership, have there been any insect control inspections made on the property. <b>If yes, describe in XVI.</b>
			84. Are you aware of any insect control treatments made on the property? <b>If yes, describe in XVI.</b>
			85. Are there now or have there ever been any bat colonies present on the property? <b>If yes, describe in XVI.</b>
			86. Is your property currently under warranty, or other coverage, by a professional pest control company? If yes, name of exterminating company: _____
			<b>IX. BASEMENT AND CRAWL SPACES</b>
			87. Does the property have a sump pump? If yes, where does it drain? _____
			88. Is there now or has there ever been any water leakage, accumulation, or dampness within the basement, crawlspace, or other interior areas of the structure? <b>If yes, describe in XVI.</b>
			89. Have there been any repairs or other attempts to control any water or dampness problem in the basement, crawlspace, or other interior areas of the structure? <b>If yes, describe in XVI.</b>
			90. Are there any cracks or bulges in the floors or foundation walls? <b>If yes, describe in XVI.</b>
			<b>X. ROOF</b>
			91. Date last roof surface installed: _____. <b>If all roof surfaces not the same age, explain in XVI.</b>
			92. How many layers of roof material are there (e.g., new shingles over old shingles)? _____
			93. Are there any problems with the roof, flashing, rain gutters, or skylights? <b>If yes or repaired under your ownership, explain in XVI.</b>
			94. If under warranty, is warranty transferable?
			95. Where do your gutters drain? ( <input type="checkbox"/> Surface), ( <input type="checkbox"/> Drywell), ( <input type="checkbox"/> Storm Sewers), ( <input type="checkbox"/> Other: _____)
			<b>XI. PLUMBING-RELATED ITEMS</b>
			96. What is the drinking water source? ( <input type="checkbox"/> Municipal), ( <input type="checkbox"/> County), ( <input type="checkbox"/> Public Utility), ( <input type="checkbox"/> Private Well), ( <input type="checkbox"/> Other: _____)
			97. If drinking water is supplied by public utility, name of utility: _____
			98. Is there a water treatment system? If yes, ( <input type="checkbox"/> Leased) or ( <input type="checkbox"/> Owned)?
			99. If water source is a well, when was it installed? _____ Location of well? _____ Depth of well? _____. <b>If more than one well, describe in XVI.</b>

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			100. What type of plumbing is used for the Water Supply? ( <input type="checkbox"/> Copper), ( <input type="checkbox"/> Lead), ( <input type="checkbox"/> Cast Iron), ( <input type="checkbox"/> PVC), ( <input type="checkbox"/> PEX), ( <input type="checkbox"/> Polybutylene), ( <input type="checkbox"/> Galvanized), ( <input type="checkbox"/> Other/Unknown: _____ )
			101. What type of plumbing is used for Drainage? ( <input type="checkbox"/> Copper), ( <input type="checkbox"/> Lead), ( <input type="checkbox"/> Cast Iron), ( <input type="checkbox"/> PVC), ( <input type="checkbox"/> Galvanized), ( <input type="checkbox"/> Other/Unknown: _____ )
			102. Age of Water Heater? _____ Water heater type: ( <input type="checkbox"/> Tank), ( <input type="checkbox"/> Tankless), ( <input type="checkbox"/> Other: _____ )
			103. Water Heater Fuel: ( <input type="checkbox"/> Electric), ( <input type="checkbox"/> Oil), ( <input type="checkbox"/> Propane Gas), ( <input type="checkbox"/> Natural Gas) or ( <input type="checkbox"/> Other: _____ )
			104. Are there now or have there ever been any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related items? <b>If yes, describe in XVI.</b>
			105. Are there any additions and/or upgrades to the original service? <b>If yes, describe in XVI.</b>
			106. If #105 is yes, was the work done by a licensed contractor?
			107. If #105 is yes, were the required permits obtained?
			108. If #107 is yes, are the permits closed?
			109. If your drinking water is from a well, when was your water last tested and what were the results of the test? Tested on: _____ Results: _____
			110. What is the type of sewage system? ( <input type="checkbox"/> Public Sewer), ( <input type="checkbox"/> Community Sewer), ( <input type="checkbox"/> Septic System), ( <input type="checkbox"/> Cesspool), ( <input type="checkbox"/> Other _____ )
			111. If a septic system, type: ( <input type="checkbox"/> Gravity Fed), ( <input type="checkbox"/> Capping Fill), ( <input type="checkbox"/> LPP), ( <input type="checkbox"/> Mound), ( <input type="checkbox"/> Holding Tank), ( <input type="checkbox"/> Other: _____ )
			112. If a septic system, when was it last pumped? _____
			113. If a septic system, has it been inspected by a Class H inspector within the last 36 months, as required by DNREC regulations? <b>If yes, describe in XVI and provide the test results.</b>
			114. If a septic system, how many bedrooms is the septic permitted to service? _____
			115. Are there any shut off, disconnected, or abandoned wells, underground water or sewer tanks on the property? <b>If yes, describe locations in XVI.</b>
			116. If #115 is yes, were they abandoned with all necessary permits and properly abandoned?
			<b>XII. HEATING AND AIR CONDITIONING</b>
			117. How many heating and/or air conditioning systems are on the property? _____. <b>If more than 2, explain in XVI.</b>
			118. Type of heating system for system #1 ( <input type="checkbox"/> Forced air), ( <input type="checkbox"/> Heat pump), ( <input type="checkbox"/> Mini-Split), ( <input type="checkbox"/> Baseboard), ( <input type="checkbox"/> Radiator), ( <input type="checkbox"/> Other: _____ ) Type of heating system for system #2 ( <input type="checkbox"/> Forced air), ( <input type="checkbox"/> Heat pump), ( <input type="checkbox"/> Mini-Split), ( <input type="checkbox"/> Baseboard), ( <input type="checkbox"/> Radiator), ( <input type="checkbox"/> Other: _____ )
			119. Type of heating fuel for system #1 ( <input type="checkbox"/> Oil), ( <input type="checkbox"/> Propane Gas), ( <input type="checkbox"/> Natural Gas), ( <input type="checkbox"/> Electric), ( <input type="checkbox"/> Solar), ( <input type="checkbox"/> Other: _____ ) Type of heating fuel for system #2 ( <input type="checkbox"/> Oil), ( <input type="checkbox"/> Propane Gas), ( <input type="checkbox"/> Natural Gas), ( <input type="checkbox"/> Electric), ( <input type="checkbox"/> Solar), ( <input type="checkbox"/> Other: _____ )
			120. Fuel provider for: Heating system #1 _____ Heating System #2: _____
			121. Age of furnace #1: _____ Date of last service: _____ Age of furnace #2: _____ Date of last service: _____
			122. Are there any contractual obligations affecting the fuel supply, tanks, or system(s)? <b>If yes, describe in XVI.</b>
			123. Type of air conditioning for system #1 ( <input type="checkbox"/> Central), ( <input type="checkbox"/> Window Units), ( <input type="checkbox"/> Mini-Split), ( <input type="checkbox"/> Other: _____ ) Type of air conditioning for system #2 ( <input type="checkbox"/> Central), ( <input type="checkbox"/> Window Units), ( <input type="checkbox"/> Mini-Split), ( <input type="checkbox"/> Other: _____ )
			124. Are there any contractual obligations affecting the heating/air conditioning system(s)? <b>If yes, describe in XVI.</b>
			125. Age of air conditioning system #1: _____ Date of last service: _____ Age of air conditioning system #2: _____ Date of last service: _____
			126. Have there been any additions and/or upgrades to the original heating or air conditioning? <b>If yes, describe in XVI.</b>
			127. If #126 is yes, was the work done by a licensed contractor?
			128. If #126 is yes, were the required permits obtained?

Page 5 of 10 Property Address: **138 Green Forest Drive, Middletown, US-DE, 19709 USA**

Seller's Initials S.T. Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or it's condition**

Yes	No	*	<p><b>* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.</b></p> <p><b>Seller shall answer the following questions based on Seller's knowledge of the property.</b></p>
			129. If #128 is yes, are the permits closed?
			130. Are there any problems with the heating or air conditioning systems? <b>If yes, describe in XVI.</b>
			<b>XIII. ELECTRICAL SYSTEM</b>
			131. Who is the electric provider for the property? _____
			132. What type of wiring is in the house? (copper, aluminum, other, etc.) _____
			133. What is the amp service? (___ 60), (___ 100), (___ 150), (___ 200), (___ Other: _____)
			134. Does the property have (___ Circuit Breakers) or (___ Fuses)? <b>If more than one electrical panel, describe in XVI.</b>
			135. Are there any 220/240 volt circuits? (Other: _____)
			136. Do fuses blow or circuit breakers trip when two or more appliances are being used at the same time? <b>If yes, describe in XVI.</b>
			137. Are there wall switches, light fixtures, or electrical outlets in need of repair? <b>If yes, explain in XVI.</b>
			138. Is there a permanently affixed generator on the property? What is the fuel source? _____
			139. Have there been any additions to the original service?
			140. Have any (___ solar) and/or (___ wind powered) enhancements been made to supplement service? <b>If yes, describe in XVI.</b> Name of solar company? _____; If leased, what is the term? _____.
			<b>Note to Buyer:</b> Transfer of lease is subject to approval by: _____. Buyer must register with the Public Service Commission.
			141. If #138, #139, or #140 is yes, was work done by a licensed electrician?
			142. If #138, #139, or #140 is yes, were the required permits obtained?
			143. If #142 is yes, is the permit closed?
			<b>XIV. FIREPLACE OR HEATING STOVE</b>
			144. How many fireplaces and/or heating stoves are on the property? _____. <b>If more than 2, explain in XVI.</b>
			145. Type of fuel for fireplace 1: (___ Wood Burning), (___ Propane Gas), (___ Natural Gas), (___ Other: _____)? Type of fuel for fireplace 2: (___ Wood Burning), (___ Propane Gas), (___ Natural Gas), (___ Other: _____)?
			146. Type of fuel for heating stove 1: (___ Wood Burning), (___ Pellet), (___ Other: _____)? Type of fuel for heating stove 2: (___ Wood Burning), (___ Pellet), (___ Other: _____)?
			147. Was the fireplace or heating stove part of the original house design?
			148. Was the fireplace or heating stove installed by a professional contractor or manufacturer's representative?
			149. Are there any problems? <b>If yes, explain in XVI.</b>
			150. When were the flues/chimneys last cleaned, serviced, or repaired? _____. <b>Explain nature of service or repair in XVI.</b>

Page 6 of 10 Property Address: **138 Green Forest Drive, Middletown, US-DE, 19709 USA**

Seller's Initials S.T. Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_





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**ADDITIONAL NOTICES TO BUYERS**

Government websites containing helpful information include: Office of State Planning Coordination <https://www.stateplanning.delaware.gov/>, Delaware Department of Natural Resources and Environmental Control <https://dnrec.alpha.delaware.gov/>, Delaware Division of Public Health [www.dhss.delaware.gov/dhss/dph](http://www.dhss.delaware.gov/dhss/dph), Delaware State Police Sex Offender Registry <https://sexoffender.dsp.delaware.gov>, Federal Community Flood Maps <https://msc.fema.gov/portal/home>, and other agencies listed on [www.delaware.gov](http://www.delaware.gov).

All properties are part of larger surrounding areas. Buyers are advised to research Federal, State, and local governmental agencies' websites to become familiar with future anticipated development, global changes, climate changes, tax assessments, and other similar things that may affect the property in the future.

Square Footage: There are different methods of measuring used for different purposes. Acreage of the land and square footage of the buildings quoted on the real estate tax information, marketing materials, advertisements, brochures, MLS data, or appraisal, is only approximate, is not guaranteed, and should not be relied upon.

Tax System Data: Property data, square footage, characteristics, and building permit information in government real estate tax systems may not be accurate and should not be relied upon by sellers and buyers. It can be very difficult to research building permit information.

*Additional information for specific sections is listed below:*

**II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS AND CO-OPS**

- Deed restrictions are provisions in a deed or declaration that limit the use of the property. With some exceptions, restrictions cannot be removed by the owner.
- If the property is within an “association”, request further information to learn of the covenants and restrictions that the property is subject to.
- More information may be found from Delaware’s Common Interest Community Ombudsperson. Learn more at <https://attorneygeneral.delaware.gov/fraud/cpu/ombudsperson/>.

**IV. ADDITIONAL INFORMATION**

- Check HOA/local requirements concerning responsibility for sidewalk installation, replacement, repair, and snow removal.
- Delaware requires each county to reassess the value of real property on a regular basis. Learn more from the county tax office where the property is located.

**VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)**

- *Flood Zone:* Public and/or private flood insurance options exist for most properties even if property is not in a high-risk flood zone. Inquire about options with a qualified insurance agent. More information may be found at the Delaware Department of Insurance.
- *Flood Risk:* Due to location and elevation, particularly with river and coastal communities, the property and surrounding areas may experience flooding from rising sea levels and stronger storms, both now and in the future. Learn more at <https://floodplanning.dnrec.delaware.gov/>. In addition to state regulations, local municipalities may have additional floodplain management rules for property improvements. Contact the local municipality directly to find out about any specific requirements.
- *Wetlands Area:* There are both tidal and non-tidal wetlands. The property may be subject to additional governmental oversight. Inquire further through programs like Delaware Wetlands of the Delaware Department of Natural Resources and Environmental Control.

**XI. PLUMBING-RELATED ITEMS**

- Learn more about private well and public water testing from the Delaware Division of Public Health’s Office of Drinking Water.

Page 9 of 10 Property Address: **138 Green Forest Drive, Middletown, US-DE, 19709 USA**

Seller’s Initials S.T.      Seller’s Initials \_\_\_\_\_ Buyer’s Initials \_\_\_\_\_ Buyer’s Initials \_\_\_\_\_  
 Seller’s Initials \_\_\_\_\_ Seller’s Initials \_\_\_\_\_ Buyer’s Initials \_\_\_\_\_ Buyer’s Initials \_\_\_\_\_

**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or it's condition**

**ACKNOWLEDGMENT OF SELLER**

Seller has provided the information contained in this report. This information is, to the best of Seller's knowledge, and belief, complete, true, and accurate. Seller has no knowledge, information, or other reason to believe that any defects or problems with the property have been disclosed to, or discussed with, any Real Estate Agent or Broker involved in the sale of this property, other than those set forth in this report. Seller does hereby indemnify and hold harmless any Real Estate Agent involved in the sale of this property from any liability incurred as a result of any third-party reliance on the disclosures contained herein, or on any subsequent amendment hereto. Seller's Broker and/or Cooperating Broker, if any, is/are hereby authorized to furnish this report to any prospective Buyer. This is a legally binding document. If not understood, an attorney should be consulted.

SELLER Suzanne Tobin Date 6/11/2026 SELLER \_\_\_\_\_ Date \_\_\_\_\_

**LEXICON GOVERNMENT SERVICES, LLC**

SELLER \_\_\_\_\_ Date \_\_\_\_\_ SELLER \_\_\_\_\_ Date \_\_\_\_\_

Date the contents of this Report were last updated: 6/11/2026

**ACKNOWLEDGMENT OF BUYER**

Buyer is relying upon the above report, and statements within the Agreement of Sale, as the representation of the condition of the property, and is not relying upon any other information about the property. Buyer has carefully inspected the property and Buyer acknowledges that Agents are not experts at detecting or repairing physical defects in property. Buyer acknowledges Seller has completed this form based upon their knowledge of the property. Buyer understands there may be areas of the property of which Seller has no knowledge and this report does not encompass those areas. Unless stated otherwise in my contract with Seller, the property is real estate being sold in its present condition, without warranties or guarantees of any kind by Seller or any Agent. Buyer has received and read a signed copy of this report. Buyer may negotiate in the Agreement of Sale for other professional advice and/or inspections of the property. Buyer understands there may be projects either planned or being undertaken by the State, County, or Local Municipality which may affect this property of which the Seller has no knowledge. Buyer further understands that it is Buyer's responsibility to contact the appropriate agencies to determine whether any such projects are planned or underway. If Buyer does not understand the impact of such project(s) on the property being purchased, Buyer should consult with an Attorney. Buyer understands that before signing an Agreement of Sale, Buyer may review the applicable Master Plan or Comprehensive Land Use Plan for the County and/or appropriate City or Town Plans showing planned land uses, zoning, roads, highways, locations, and nature of current or proposed parks and other public facilities. This is a legally binding document. If not understood, an attorney should be consulted.

BUYER \_\_\_\_\_ Date \_\_\_\_\_ BUYER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_ BUYER \_\_\_\_\_ Date \_\_\_\_\_

Page 10 of 10 Property Address: **138 Green Forest Drive, Middletown, US-DE, 19709 USA**

**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or its condition**  
Disclosure Of Information on Lead-Based Paint and Lead-Based Paint Hazards  
**(For Sale of Residential Property)**

Property: **138 Green Forest Drive, Middletown, US-DE, 19709 USA** Seller's Name: **LEXICON GOVERNMENT SERVICES, LLC**

**Seller Instructions:** Check the box indicating the age of your property and initial. If you checked either box 1 or 3, continue to complete the *Seller's Disclosure* section below and sign this form at the bottom. If you checked box 2, sign below to complete this form.

Year Dwelling Was Constructed:

1. was constructed prior to January 1, 1978  
 2. was constructed after January 1, 1978  
 3. uncertain as to when constructed

\_\_\_\_\_  
(Check one of the boxes to the right and initial here)

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

**Seller's Disclosure** - Unless box 2 is checked above, each Seller is required to complete sections (a and b) by selecting an answer and then by initialing in each of these two sections (if more than one owner, all owners must select and initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (CHECK ONE BOX BELOW AND INITIAL):

I know I have lead-based paint and/or lead-based paint hazards in the housing. (explain)

Select answer and initial

**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or its condition**

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller. (CHECK ONE BOX AND INITIAL):

Seller has provided the Purchaser with all reports and records pertaining to lead-based paint and/or lead-based paint hazards in the housing. (list documents below):

Select answer and initial

**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or its condition**

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgement** - Unless box 2 is checked above, all purchaser(s) must initial **c, d, e and f**

(c) \_\_\_\_\_ Purchaser(s) has read the Lead Warning Statement above.

(d) \_\_\_\_\_ Purchaser(s) has received copies of all information listed above.

(e) \_\_\_\_\_ Purchaser(s) has received the pamphlet *Protect Your Family From Lead In Your Home*.

(f) \_\_\_\_\_ Purchaser(s) has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgement** - Initial below

(g) \_\_\_\_\_ The Listing Agent has informed the Seller of the Seller's obligation under 42 U.S.C. 4852(d), and the Seller is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy** - The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

*Suzanne Tobin*

6/11/2026

Seller: **LEXICON GOVERNMENT SERVICES, LLC** Date

Seller \_\_\_\_\_ Date

Purchaser \_\_\_\_\_ Date

Purchaser \_\_\_\_\_ Date

Agent \_\_\_\_\_ Date

Agent \_\_\_\_\_ Date

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BHHS - Fox & Roach REALTORS - Greenville, 3838 Kennett Pike Wilmington, DE 19807  
Michael Wilson

Phone: (302) 477-5500

Fax: (302) 571-9815

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or its condition**



# RADON DISCLOSURE

Required by Chapter 25, Title 6, Section 2572A of the Delaware Code

Property Address: 138 Green Forest Drive, Middletown, US-DE, 19709 USA

### Seller's Disclosure

Delaware law requires that the seller of any interest in residential real property that includes a dwelling must provide the buyer with any information about any known radon. Sellers also must disclose any tests or inspections for radon in the seller's possession.

The seller(s) must answer the following questions and provide the required information:

- Are you aware of the presence of radon on the property identified above?  Yes  No (check one)
- Are you aware of any radon tests or inspections that have been performed on the property identified above?  Yes  No (check one)
- If you responded "yes" to Question 2 above, have you provided the buyer(s) with copies of all radon tests and/or inspection reports in your possession?  Yes  No (check one)
- Identify each report referred to in Question 3, including the date of each report:

\_\_\_\_\_

By signing this form, the seller(s) acknowledge(s) the following:

I/we have been informed of my/our obligation and am/are aware of my/our responsibility to comply with Delaware law regarding radon disclosure, as provided in Title 6, Chapter 25, Section 2572A of the Delaware Code.

*Suzanne Tobin*

6/11/2026

Seller LEXICON GOVERNMENT SERVICES, LLO Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

### Buyer's Acknowledgement

Delaware law requires that every buyer of any interest in residential real property that includes a dwelling must be notified that the property may present the potential for exposure to radon.

By signing this form, the buyer(s) acknowledge(s) the following:

- I/we have received the Radon Rights, Risks and Remedy for Home Buyer document, which describes the potential hazards of exposure to radon, testing for radon and remediation.
- I/we have the option to have the property identified above tested for radon.
- I/we have received copies of all radon tests and/or inspection reports identified in Item 4 of the Seller's Disclosure above.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Form Approved by Delaware Real Estate Commission September 12, 2007

**NEW CASTLE COUNTY**  
Department of Land Use - Licensing Division  
87 Reads Way, New Castle, DE 19720

**CERTIFICATE OF OCCUPANCY**

Effective Date: 12/29/2017

Permit Number: 201711607

Contractor:

Property Owner:

BENCHMARK BUILDERS INC  
818 FIRST STATE BOULEVARD  
WILMINGTON, DE 19804-3573

BENCHMARK BUILDERS INC  
PO BOX 3246  
WILMINGTON, DE 19804

Parcel Number: 1300230104

Lot: 136

Property Address: 138 GREEN FOREST DR

Subdivision: ROTHWELL ESTATES

**Project Information:**

Applicable Code: 2015 International Residential Code as amended by New Castle County

Occupancy/Use Group: R3

Type of Construction: 5B

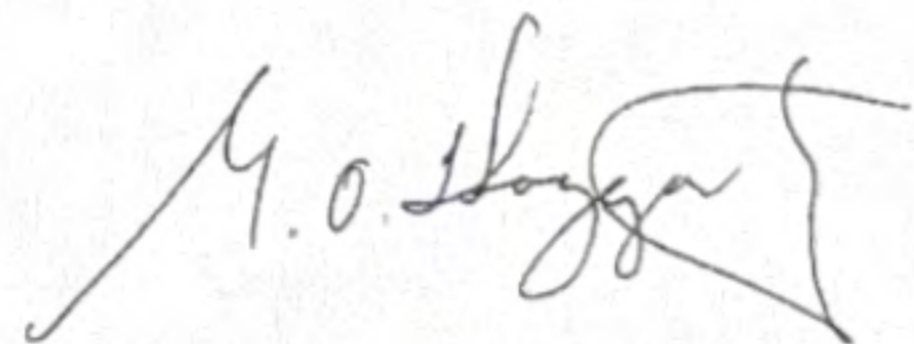
Permission is hereby granted to occupy:

SFD 'Houston--Traditional'

The areas of the structure(s) listed above have been inspected for compliance with the applicable codes listed for the occupancy and the use for which the project is classified. Additionally, any special stipulations and conditions for this certificate are defined above.

This certificate of occupancy may be suspended or revoked wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of the provisions of the New Castle County Code.

**Code Official Signature**





## PROPERTY CONDITION DISCLOSURE STATEMENT

**Seller(s)** William Bessicks, Belisha Bessicks

**Address** 138 Green Forest Drive, Middletown, US-DE, 19709 USA

**A. Describe your home/property:**

**Age:** 8 yrs

**Type of Construction:**

Wood frame       Brick       Pre-fabricated       Other: vinyl Siding, Stone  
 Crawl Space       Basement  Slab or Grade       Other: concrete perimeter

**B. Does the locality require a Certificate of Occupancy (CO)? - If yes, please provide a copy.**

Yes       No

**C. Check "Yes" or "No" to the items listed below, indicating whether you have the item in or on your property. Also indicate whether the item is performing as intended, has previously been repaired and whether there are any current defects, malfunctions or problems.**

Do you have in or on your property?	Performing as intended?	Previously repaired?	In need of repair?
<b>Central Heating System</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Propane <input checked="" type="checkbox"/> Solar <input type="checkbox"/> Coal			
<input type="checkbox"/> Other:			
<input type="checkbox"/> Forced Air <input type="checkbox"/> Radiant <input type="checkbox"/> Radiators <input type="checkbox"/> Base Board <input type="checkbox"/> Heat Pump			
<input type="checkbox"/> Other:			
<b>Fireplace(s)</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<input type="checkbox"/> Wood-burning #	<input checked="" type="checkbox"/> Gas # 1		
<input type="checkbox"/> Decorative #			
<b>Chimney(s)</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No			
<b>Wood-Burning Stove</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No			
<b>Insulation</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<b>Air Conditioning</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Central <input type="checkbox"/> Window/Wall <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other:			
<b>Security System</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented			
<b>Water Softener</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No			
<input type="checkbox"/> Owned <input type="checkbox"/> Rented			

Do you have in or on your property?	Performing as intended?	Previously repaired?	In need of repair?
<b>Above-Ground Oil or Gas Tank</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No			
<input type="checkbox"/> Owned <input type="checkbox"/> Rented			
<b>Private Utility</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No			
<b>Smoke Detectors</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<b>Fire Suppression System (indoor fire sprinklers)</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No			
<b>Sump Pump</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<b>Humidifier</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No			
<b>Garage Door Openers with remote control units</b>			
<b># of remote units: 2</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<b>Intercom</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No			
<b>Built-In Microwave</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<b>Dishwasher</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<b>Trash Compactor</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No			
<b>Garbage Disposal</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<b>Built-In Stove and/or Oven</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<b>Driveways</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			
<b>Sidewalks</b>			
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No			

Do you have in or on your property?	Performing as intended?	Previously repaired?	In need of repair?
-------------------------------------	-------------------------	----------------------	--------------------

**Exterior Walls/Fences**

[ ] Yes [ ] Yes [ ] Yes [ ] Yes  
 [ X ] No

**Electrical Systems**

[ X ] Yes [ X ] Yes [ ] Yes [ ] Yes  
 [ ] No

**Crawl Space**

[ ] Yes [ ] Yes [ ] Yes [ ] Yes  
 [ X ] No

**Basement**

[ X ] Yes [ X ] Yes [ ] Yes [ ] Yes  
 [ ] No

**Sewer System (Public)**

[ X ] Yes [ X ] Yes [ ] Yes [ ] Yes  
 [ ] No

**Septic Tank**

Age:  
 [ ] Yes [ ] Yes [ ] Yes [ ] Yes  
 [ X ] No  
 [ ] Cesspool [ ] Leach Field Last Service Date: Last Pump Date:

**Certified adequate for current number of bedrooms by appropriate authority?**

[ X ] Yes [ ] No

**Swimming Pool or Related Equipment**

[ ] Yes [ ] Yes [ ] Yes [ ] Yes  
 [ X ] No

**Spa/Jacuzzi or Hot Tub**

[ ] Yes [ ] Yes [ ] Yes [ ] Yes  
 [ X ] No

**Sauna**

[ ] Yes [ ] Yes [ ] Yes [ ] Yes  
 [ X ] No

**Lawn Sprinkler System**

[ X ] Yes [ X ] Yes [ ] Yes [ ] Yes  
 [ ] No

**Public Water Supply**

[ X ] Yes [ X ] Yes [ ] Yes [ ] Yes  
 [ ] No

Suitable for drinking? Have you tested? Shared well?  
 [ X ] Yes [ X ] Yes [ ] Yes  
 [ ] No [ ] No [ ] No

**D. Are you aware of current defects, malfunctions, problems or previous repairs to any of the following?**

	Performing as intended?	Previously repaired?	In need of repair?
--	-------------------------	----------------------	--------------------

<b>Interior Walls</b>	[ X ] Yes	[ ] Yes	[ ] Yes
<b>Ceilings</b>	[ X ] Yes	[ ] Yes	[ ] Yes
<b>Floors</b>	[ X ] Yes	[ ] Yes	[ ] Yes
<b>Exterior Walls</b>	[ X ] Yes	[ ] Yes	[ ] Yes
<b>Windows</b>	[ X ] Yes	[ ] Yes	[ ] Yes

**Doors**  Yes  No  Yes  Yes  
**Foundation**  Yes  No  Yes  Yes  
**Basement**  Yes  No  Yes  Yes  
**Roof**  Yes  No  Yes  Yes  
**Age:** 8 yrs  Wood Shingle  Composition  Slate  Other: Shingle

**E. If any of the items in C or D have been repaired or are in need of repair, use the space below to explain the defects, malfunctions, problems and/or repairs. Include copies of written repair estimates, receipts, warranties, and any other documentation concerning correction of the defect/malfunction/problem (attach additional sheets, if necessary).**

**F. To the best of your knowledge, do you have or have you ever had any of the following?**

1. Any insurance claim for water damage or mold?  
 Yes  No
2. Any encroachments, subdivision restrictions or easements (recorded or unrecorded) that may affect your interest in the property?  
 Yes  No
3. Any additions, structural modifications, repairs or other alterations to the property? If yes, provide copies of all permits, certificates of completion and/or occupancy.  
 Yes  No
4. Any cracks, tilting, or settling of any walls, ceilings or floors?  
 Yes  No
5. Any history of flooding, leakage, dampness or water damage?  
 Yes  No
6. Common walls, fences, driveways or private roads where use or maintenance is shared?  
 Yes  No
7. Any common areas (e.g. pools, tennis courts, walkways or other jointly-owned areas)?  
 Yes  No
8. Is there radon gas in excess of the recommended EPA-acceptable limits?  
 Yes  No  Unknown
9. Any slippage, sliding or settling of the structure?  
 Yes  No
10. Any soil conditions which could result in slippage, sliding or settling of the structure?  
 Yes  No  Unknown
11. Is the property located in a fault rupture or hazard zone?  
 Yes  No
12. Is the property located in a flood zone designated by the Federal Emergency Management Agency? If yes, is flood insurance required?  
 Yes  No
13. Any damage to the property or any of the structures from fire, earthquake, hurricanes, tornadoes, floods, landslides, etc.?  
 Yes  No
14. Have you received notice or are you aware of any violations against the property, including but not limited to zoning violations, non-conforming units, violation of setback requirements, boundary disputes, etc.?  
 Yes  No
15. Neighborhood noise problems (e.g. airplanes, traffic, schools) or other nuisances (e.g. crime or drug problems, commercial establishments, etc.)?  
 Yes  No
16. Homeowner or condominium association obligations or restrictions (e.g. dues, lawsuits, increase in assessments, etc.) whether actual or planned?  
 Yes  No
17. Any tax increase or assessments by any governmental authority (assessed or anticipated), or other deed restrictions or obligations?  
 Yes  No

18. Any past or present mold contamination?

Yes  No

19. Are any of the items left with the property leased?

Yes  No

20. Any drainage, grading problems or standing water in or about the property?

Yes  No

21. Is the property a mobile or manufactured home?

Yes  No

22. Any underground or above ground storage tanks on the property? If "yes", describe in detail the age, size, and use of the tank(s); if abandoned, provide documentation that the tank was abandoned properly in accordance with local law.

Yes  No

23. Is the property located in a Municipal Utility District (MUD) or a California Mello-Roos District?

Yes  No

24. Is the property located near any high voltage power lines or centers?

Yes  No

25. Any plumbing pipes made of polybutylene piping?

Yes  No  Unknown

26. Any materials containing lead-based paint or lead contaminants in the property?

Yes  No  Unknown

27. Do you have any knowledge or evidence that the property has been treated for, or repaired due to, termite structural pest (e.g. wood-destroying organism) or rodent infestation?

Yes  No

28. Was chlordane used to treat the property?

Yes  No  Unknown

29. Was the home constructed, renovated or remodeled using L-P Inner Seal Siding, EIFS synthetic stucco, Manufactured Stone Veneer (MSV) or any other building product or practice that could affect use, value or marketability?

Yes  No  Unknown

30. Any material containing asbestos present in the property?

Yes  No  Unknown

31. Do you have any reason to believe that your property cannot be insured at standard homeowner's insurance rates?

Yes  No

32. Have you ever been a party or are you aware of demands, lawsuits, settlements, judgments, bankruptcy, claim for damages, or any other action or proceeding (pending, threatened or anticipated) against you or that you are entitled to participate in that could affect your interest?

Yes  No

33. Was the home constructed, renovated or remodeled between 2000 and 2008?

Yes  No

34. If "yes" to question 33, was the home constructed, renovated or remodeled using Chinese Drywall?

Yes  No  Unknown

35. Is the property located near any toxic/hazardous waste sites, land fill or junkyard?

Yes  No

36. Are there or were there any mineral, air, light or water rights associated with the property?

Yes  No

37. If "yes" to question 36, have any of the rights, title or interest in such mineral, air, light, or water rights ever been transferred, deeded, encumbered, leased, sold, conveyed, licensed, reserved, bequeathed or otherwise separated from the remaining right, title or interest in the property? If "yes", please indicate the cost of this requirement to a buyer in line G below

Yes  No

38. Do the covenants and/or bylaws of your HOA or COA require that each owner of a house, lot, or condo purchase a membership in, and/or pay initiation fees and dues to, a country club, golf course, beach club, marina, lodge, or similar type of facility? If "yes", please indicate the cost of this requirement to a buyer in line G below

Yes  No

39. If "yes" to question 38, is the membership transferrable?

Yes  No

40. If "yes" to question 39, is there a cost associated with such transfer?

Yes  No

41. Any other conditions that could affect the title, use, value or marketability of the property?

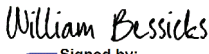
Yes  No

**G. If you answered yes to any questions in F, please explain below and provide copies of any tests, inspections, written repair estimates, receipts, warranties, building permits, certificates of occupancy, newspaper articles, demands, legal documents or any other documentation relating to the item (attach extra sheets, if necessary).**

Deck permit attached

State Disclosures – Some state/municipal/local jurisdictions require sellers to complete a specific seller’s disclosure form or have additional local requirements that are your responsibility to complete. If your state/municipal/local jurisdiction requires a specific seller’s disclosure or other requirement, you must provide a complete copy of such disclosure to Lexicon Government Services, LLC (“Lexicon”). If you have previously completed a seller’s disclosure for your real estate broker that complies with state/municipal/local requirements, you must provide a legible copy of the seller’s disclosure to Lexicon. The seller’s disclosure prepared for your real estate broker (if compliant with state/municipal/local requirements and completed within the last 90 days) may be submitted in lieu of completing a new state/municipal/local seller’s disclosure. NOTE: Even if your state has an “opt-out” procedure, Lexicon requires that you must still complete the state/municipal/local seller’s disclosure form and comply with other additional municipal/local requirements and submit it/them to Lexicon.

Owner Signatures – The undersigned (“Owner”) acknowledges this Property Condition Disclosure Statement is incorporated by reference in the Employee Home Purchase Agreement with Lexicon. Owner further acknowledges having read the instructions for completing this Property Condition Disclosure Statement, understands that Lexicon may rely on the statements made herein and certifies that the information contained herein is true and correct to the best of his/her knowledge as of the date indicated below. Owner understands and authorizes Lexicon and any agents or subagents appointed by them to disclose the above information and to provide a copy of this Property Condition Disclosure Statement to prospective buyers. Owner further understands that failure to disclose a defective condition may permit the ultimate buyer to cancel an offer to purchase or attempt to rescind the sale, subjecting Lexicon to legal liability. In that event, Lexicon may look to Owner for damages incurred due to the failure to disclose a defect, malfunction and/or material condition of the property.

Signed by:  
Owner 

Date: 5/13/2026 | 8:51 PM CDT

Signed by:  
Co-Owner   
DF5B9B1163854CB...

Date: 5/13/2026 | 9:07 PM CDT

TO BE SIGNED AT A LATER DATE, IF REQUESTED

Owner, and Co-Owner, if applicable, reviewed the information in this Property Condition Disclosure Statement and, if necessary, noted any changes in condition from the date this Property Condition Disclosure Statement was originally completed.

Radon Safeguard Program (RSP) – Classic  
**138 Green Forest Drive, Middletown DE 19709**  
Certificate # **3063786**

This letter will provide a brief overview of our Radon Safeguard Program (RSP). As a prepaid benefit offered by **Lexicon Relocation LLC**, Fidelity Inspection & Consulting Services, Inc. (FICS) is providing this RSP™ to the ultimate Purchaser(s) of the above referenced property. This program covers or supplements remediation costs incurred in the event the property is tested for and discovered to have an elevated radon level during the program coverage period. An elevated radon level is currently defined as 4.0 picocuries per liter (4.0 pCi/L) or above by the U.S Environmental Protection Agency (EPA). The chart below illustrates the coverage our RSP Classic offers:

RSP CLASSIC	
1 Year Coverage	Begins at date of closing
Testing Paid by	Purchaser(s)
Test Performed by	State certified, NRSB or AARST listed inspector
Test Type	Purchaser Choice (long term test 91+ days preferred)
Coverage Period <sup>1</sup>	Test and Request for Mitigation within 12 months of closing date
Test Results Provided by	Purchaser
Testing device sent to Purchaser	n/a
Mitigation Limits <sup>2</sup>	\$3,000

It is not necessary for the Purchaser(s) to complete a short term radon test on this property at the time of inspection. A long term test of 91+ days is recommended and the Purchaser(s) must find a state certified, NRSB or AARST listed inspector to complete this test. If during the coverage period valid test results reveal an elevated radon level and Purchaser(s) has submitted a claim for mitigation, FICS will select an independent radon mitigation company to install a mitigation system and conduct post installation testing until a radon level below a 4.0pCi/L is achieved. Once this result has been achieved, FICS's liability under this program shall terminate. **The total cost of mitigation is not to exceed \$3,000<sup>1</sup>. Per the program, if FICS is required to provide radon mitigation services, installation of any/all such mitigation systems will occur after property closing.**

\_\_\_\_\_/\_\_\_\_\_  
Purchaser Initials  
Acknowledged

At FICS' discretion the following limitations may apply:

1. Property must have a concrete foundation/floor with no open-dirt areas;
2. No on-going moisture/water intrusion into the basement; and
3. Any suspect or confirmed asbestos must be abated by the homeowner with proper clearance before installation of the radon mitigation system.

Purchaser(s) has 12 months from the date of closing to conduct testing and submit a request for mitigation. Purchaser(s) must present valid test results and a closing confirmation to document the closing date in order for request to be processed.

<sup>1</sup> This program is intended to provide one radon test during the 12 months following closing and does not provide multiple tests. Once a radon level below 4.0pCi/L is achieved from any one test during the 12 month coverage period following closing, FICS's liability under this program shall terminate.

<sup>2</sup> Any costs associated with the mitigation that are aesthetic in nature, including compliance with Homeowners Association regulations, and are not directly related to the actual mitigation system itself will not be covered by this program. Requests for modifications to the proposed mitigation system will be considered at the discretion of FICS in consult with the Purchaser(s).



FICS Radon Safeguard Program™ Purchaser Obligations

138 Green Forest Drive , Middletown DE 19709

Certificate # 3063786

The Fidelity Inspection & Consulting Services, Inc. (FICS) Radon Safeguard Program™ provides the Purchaser(s) a program that will cover or supplement mitigation costs in the event the above referenced property is tested for, and discovered to have, an elevated radon level during the program coverage period.

Our program's coverage period is effective 12 months from the day you close on your home.

In the event testing shows an Elevated Radon Level, a claim must be made directly to FICS within twelve months from your closing date. To start the claim process, please call the FICS mitigation line at 215.347.2984.

Per the program, if FICS is required to provide radon mitigation services, installation of any/all such mitigation systems will occur after property closing.

\_\_\_\_\_/\_\_\_\_
Purchaser Initials
Acknowledged

In order to verify the effective date on the Radon Safeguard Program™, the Purchaser(s) will be asked to submit this document along with any required test results to FICS for mitigation of elevated levels of radon in the home.

This program is intended to provide one radon test during the 12 months following date of closing. This program does not provide for multiple tests. Once a radon level below 4.0pCi/L is achieved from any one test during the 12 month coverage period following closing, FICS's liability under this program shall terminate.

Legal Notice / Responsibilities -

The Purchaser(s) understand(s) the rights and responsibilities described herein and hereby acknowledge that FICS has no control over the level of radon gas in the home located at the above property address. Further, the Purchaser(s) hereby release FICS and any other parties involved in the property transaction from: 1) any and all liabilities for the possible existence of radon in the property; 2) for personal property damage or personal injury, diminished value of real estate; incidental, consequential, special or exemplary damages from radon exposure (whether direct or indirect); and, 3) for Purchaser's failure to test for radon levels at the above referenced property within the 12 month coverage period as indicated above.

This document must be signed and dated by the Purchaser(s) as provided below. By virtue of your signature below, you affirm your understanding of the Radon Safeguard Program coverage and limitations as described in the Purchaser Letter provided to you.

\_\_\_\_\_  
Purchaser Signature      Date

\_\_\_\_\_  
Purchaser Signature      Date



**NEW CASTLE COUNTY**  
**DEPARTMENT OF LAND USE**  
**87 READS WAY**  
**NEW CASTLE, DE 19720**  
**302-395-5400**

**REVISION**

PERMIT #: 201806213

DESCRIPTION: 8'x21-1/2' DECK WITH STEPS TO GRADE (REV. 6/14/18: CHANGE SIZE OF DECK TO 16'x28'6" WITH STEPS TO GRADE)

ISSUE DATE: 6/6/2018

EXPIRATION DATE: 9/6/2018

PARCEL/LOT: 1300230104 136  
 SUBDIVISION: ROTHWELL ESTATES  
 LOCATION: 138 GREEN FOREST DR  
 MIDDLETOWN, DE 19709



**MISS UTILITY OF DELMARVA**

Call before you dig, Wait for Responses, Dig Safely

Internet info and tickets @ [www.missutility.net](http://www.missutility.net)



APPLICANT: HOMEOWNER PERMIT

PROPERTY OWNER: BESSICKS WILLIAM & WILLIAMS-BESSICKS  
 BELISHA  
 138 GREEN FOREST DR  
 MIDDLETOWN, DE 19709

FEES:	Description	Amount	Status
	BUILDING REVIEW FEE	\$60:00	Paid
	CERTIFICATE OF OCCUPANCY FEE	\$60.00	Paid
	REVISION FEE	\$75.00	Paid
	ZONING REVIEW FEE	\$21.00	Paid
	NCC VOLUNTEER FIRE ASSISTANCE FUND	\$7.00	Paid
		<b>\$223.00</b>	

**REQUIRED INSPECTIONS/CERTIFICATIONS:**

**Inspections:**

COURTESY INSPECTION HOME OWNER  
 CONTRACTOR LICENSE CHECK  
 FINAL INSPECTION

**Conditions/Reviews:**

DECK FOOTING SELF CERT



**Permit # 201806213**

[Certificate Of Completion](#)   [Certificate Of Occupancy](#)   [Certificate Of Use](#)  
[HVAC Permit](#)   [Plumbing Permit](#)

Parcel Number: <b>1300230104</b> <a href="#">Parcel Details</a>	Permit Type: RESIDENTIAL
Location: 138 GREEN FOREST DR	Work Type: BUILDING
Contact:	ADDICTION
Contractor: HOMEOWNER PERMIT	Status: Closed
Contractor ID: HOWNR	Last Stage Completed: Pre-Complete
Contract Type: GENCON	Next Stage: Complete
Description: 8'x21-1/2' DECK WITH STEPS TO GRADE (REV. 6/14/18: CHANGE SIZE OF DECK TO 16'x28'6" WITH STEPS TO GRADE)	

**Dates**

Application: 5/18/2018  
Issued: 6/6/2018  
Certificate of Occupancy: 7/23/2018  
Temp Certificate of Occupancy: Not Available  
Final: 7/23/2018  
Expiration: 9/6/2018

**Inspections**

Inspection #	Inspection Type	Scheduled Date	Status	Completion Date
<a href="#">1932548</a>	FINAL INSPECTION	7/5/2018	Passed	7/5/2018
<a href="#">1932549</a>	CONTRACTOR LICENSE CHECK	7/5/2018	Passed	7/5/2018
<a href="#">1932550</a>	COURTESY INSPECTION HOME OWNER	6/26/2018	Passed	6/28/2018
<a href="#">1941889</a>	FINAL INSPECTION	7/11/2018	Passed	7/11/2018
<a href="#">1943774</a>	FINAL INSPECTION	7/23/2018	Passed	7/23/2018

**Conditions**

Application Date	Description	Approval Date
6/6/2018	CONTRACTOR VERIFICATION FORM	6/6/2018
6/6/2018	DECK FOOTING SELF CERT	7/5/2018

**Fees**

Date Applied	Description	Status	Amount
6/6/2018	BUILDING REVIEW FEE	Paid	\$60.00
6/6/2018	CERTIFICATE OF OCCUPANCY FEE	Paid	\$60.00
6/6/2018	NCC VOLUNTEER FIRE ASSISTANCE FUND	Paid	\$7.00
6/6/2018	ZONING REVIEW FEE	Paid	\$21.00
6/14/2018	REVISION FEE	Paid	\$75.00

**Reviews**

Review Type	Status
REVIEW OF BUILDING PLANS	Approved
ZONING REVIEW	Approved
ZONING REVIEW	Approved
REVIEW OF BUILDING PLANS	Approved



## SELLER'S DISCLOSURE OF REAL PROPERTY CONDITION REPORT

### State of Delaware

Approved by the Delaware Real Estate Commission (Effective Date: August 1, 2025)

**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or it's condition**

**Seller(s) Name:** Belisha Bessicks, William Bessicks  
138 Green Forest Drive  
**Property Address:** Middletown, DE 19709

**Approximate Age of Building(s):** 8 years      **Date Purchased:** 5/15/2018

**Chapter 25, Title 6 of the Delaware Code**, requires a Seller of residential property to disclose in writing all material defects of the property that are known at the time the property is offered for sale or that are known prior to the time of final settlement. Residential property means any interest in a property or manufactured housing lot, improved by dwelling units for 1-4 families. The disclosure must be made on this Report, which has been approved by the Delaware Real Estate Commission and shall be updated as necessary for any material changes occurring in the property before final settlement. This Report shall be given to all prospective Buyers prior to the time the Buyer makes an offer to purchase. This Report, signed by Buyer and Seller, shall become a part of the Agreement of Sale. This Report is a good faith effort by the Seller to make the disclosures required by Delaware law and is not a warranty of any kind by the Seller or any Agents or Sub-Agents representing Seller or Buyer in the transfer and is not a substitute for any inspections or warranties that the Seller or Buyer may wish to obtain. The Buyer has no cause of action against the Seller or Real Estate Agent for material defects in the property disclosed to the Buyer prior to the Buyer making an offer; material defects developed after the offer was made but disclosed in an update of this Report prior to settlement, provided Seller has complied with the Agreement of Sale; or material defects which occur after settlement.

**Seller shall answer the following questions based on Seller's knowledge of the property.**

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI. Seller shall answer the following questions based on Seller's knowledge of the property.
			<b><u>I. OCCUPANCY</u></b>
			1. How do you currently use this property? As a: ( <input checked="" type="checkbox"/> Primary Residence) ( <input type="checkbox"/> Second/Vacation Home) ( <input type="checkbox"/> Rental Property) ( <input type="checkbox"/> Inherited Property) ( <input type="checkbox"/> Other: _____). If not your Primary Residence, how long has it been since you occupied the property? _____.
			2. Is the property encumbered by a ( <input type="checkbox"/> rental/lease), ( <input type="checkbox"/> option to purchase), or ( <input type="checkbox"/> first right of refusal)? <b>If yes, describe in XVI.</b> Seller agrees to provide a copy of the rental/lease agreement to Buyer upon request.
			3. If the property is a rental/lease, have all necessary permits and/or licenses been obtained?
			4. If the property is a rental/lease, is the property subject to a rental/lease management agreement?
			5. If #4 is yes, is the agreement binding upon the purchaser? <b>If yes, describe in XVI.</b> Seller agrees to provide a copy of the management agreement to Buyer upon request.
			6. Is the property new construction?
			7. If #6 is yes, has a certificate of occupancy been issued? If yes, when? _____. If no, <b>STOP USING THIS FORM</b> and complete the Seller's Disclosure of Real Property Condition Report <b>New Construction Only</b> .
			8. If #6 is yes, Seller warrants that the property ( <input type="checkbox"/> is) or ( <input type="checkbox"/> is not) exempt from providing the Buyer with a <b>Public Offering Statement</b> as described in §81-401 or §81-403(b) of Chapter 81, Title 25 of the Delaware Code, The Delaware Uniform Common Interest Ownership Act. If exempt from providing the Public Offering Statement or Resale Certificate, in compliance with §317A of Chapter 3, Title 25, Seller has attached a copy of all documents in the chain of title that create any financial obligation for the buyer, and a written summary of all financial obligations created by documents in the chain of title. As evidenced by signature below, Buyer has received a copy of these documents.

**Page 1 of 10** Property Address: 138 Green Forest Drive, Middletown, DE 19709

Seller's Initials BB      Seller's Initials WB      Buyer's Initials S.T.      Buyer's Initials \_\_\_\_\_  
 Seller's Initials \_\_\_\_\_      Seller's Initials \_\_\_\_\_      Buyer's Initials \_\_\_\_\_      Buyer's Initials \_\_\_\_\_

**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or it's condition**

Yes	No	*	* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI. Seller shall answer the following questions based on Seller's knowledge of the property.
<b>II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS AND CO-OPS</b>			
X			9. Is the property subject to any deed restrictions? (e.g., HOA/condominium restrictions, rental restrictions, pet restrictions, fence requirements, etc.) <b>If yes, describe in XVI.</b>
	X		10. Are you in violation of any deed restrictions at this time? <b>If yes, describe in XVI.</b>
	X		11. Is the property subject to any agreements concerning affordable housing or workforce/inclusionary housing? <b>If yes, describe in XVI.</b>
	X		12. Is the property subject to any private, public, or historic architectural review control other than building codes? <b>If yes, describe in XVI.</b>
	X		13. Is the property part of a condominium or cooperative (Co-op) ownership?
X			14. Is there a ( <input checked="" type="checkbox"/> Homeowners Association), ( <input type="checkbox"/> Condominium Association), ( <input type="checkbox"/> Cooperative (Co-op)), ( <input type="checkbox"/> Civic Association), or ( <input type="checkbox"/> Maintenance Corporation)?
X			15. If #14 is yes, are there any ( <input checked="" type="checkbox"/> Fees), ( <input type="checkbox"/> Dues), or ( <input type="checkbox"/> Assessments) involved? If yes, how much? <u>750.00</u> ; Frequency of payments: ( <input type="checkbox"/> Monthly), ( <input type="checkbox"/> Quarterly), ( <input checked="" type="checkbox"/> Yearly), ( <input type="checkbox"/> Other: _____); Are they ( <input checked="" type="checkbox"/> Mandatory) or ( <input type="checkbox"/> Voluntary)?
X			16. Is there a capital contribution fee due by a new owner to the Association? If yes, how much <u>750.00</u> ?
	X		17. Are there any unpaid assessments including but not limited to deferred water and sewer charges for your property? If yes, how much? _____. <b>If yes, describe in XVI.</b>
	X		18. Has there been a special assessment in the past 12 months? <b>If yes, describe in XVI.</b>
	X		19. Have you received written notice of any new, proposed, or board discussed increases in fees, dues, assessments, or capital contributions? <b>If yes, describe in XVI.</b>
			20. Management Company Name: <u>A2Z Property Management, LLC</u>
			21. Representative Name: <u>N/A</u> Phone # <u>302-239-6000</u>
			22. Representative E-mail Address: <u>RVMC@a2zpmc.com</u>
<b>III. TITLE / ZONING INFORMATION</b>			
	X		23. Does the amount owed on your mortgage(s) and any other lien(s) exceed the estimated value of the property? If yes, are additional funds available from Seller for settlement? _____.
			24. Is your property owned ( <input checked="" type="checkbox"/> In fee simple) or ( <input type="checkbox"/> Leasehold/Ground Lease) or ( <input type="checkbox"/> Cooperative)?
			25. If a Leasehold/Ground Lease, what is the current lease amount? \$ _____; Frequency of payments: ( <input type="checkbox"/> Weekly), ( <input type="checkbox"/> Monthly), ( <input type="checkbox"/> Quarterly), ( <input type="checkbox"/> Yearly), ( <input type="checkbox"/> Other: _____) <b>Note to Buyer:</b> May be subject to change.
			26. If a Leasehold/Ground Lease, when does it expire? _____.
	X		27. Are there any rights-of-way, easements, or similar matters that affect the property? <b>If yes, describe in XVI.</b>
	X		28. Are there any shared maintenance agreements affecting the property? <b>If yes, describe in XVI.</b>
	X		29. Are there any variance, zoning, conditional use, non-conforming use, or setback violations? <b>If yes, describe in XVI.</b>
	X		30. If #29 is yes, has the variance, conditional use, or non-conforming use expired or has otherwise become non-transferable? <b>If yes, describe in XVI.</b>
	X		31. Did you participate in any mortgage/closing cost assistance program that must be paid back at the time of the transfer of the property? <b>If yes, describe in XVI.</b>
	X		32. Did you participate in any mortgage forbearance programs such as the CARES Act from COVID-19? <b>If yes, describe in XVI.</b>
<b>IV. ADDITIONAL INFORMATION</b>			
	X		33. Have you received notice from any local, state, or federal agency requiring repairs, alterations, or corrections of any existing conditions? <b>If yes, describe in XVI.</b>
	X		34. Is there any existing legal action affecting this property? <b>If yes, describe in XVI.</b>
	X		35. Are there any violations of local, state, or federal laws or regulations relating to this property? <b>If yes, describe in XVI.</b>
	X		36. Does your current real estate tax amount reflect any non-transferrable exemptions or discounts? <b>If yes, describe in XVI.</b>
	X		37. Have you received formal notice from any local, state, or federal agency of any changes that may materially or adversely affect the property? e.g., threat of condemnation, noise, bright lights, odors, other nuisances, zoning changes, road changes, proposed utility changes, etc. <b>If yes to any, describe in XVI.</b>

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Seller's Initials BB Seller's Initials MB Buyer's Initials S.T. Buyer's Initials \_\_\_\_\_  
 Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or its condition**

Yes	No	*	* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI. Seller shall answer the following questions based on Seller's knowledge of the property.
x			38. Are all the exterior door locks in the house in working condition? <b>If no, describe in XVI.</b>
x			39. Will keys be provided for each lock?
	x		40. During your ownership, are there now or have there been animals (pets) living in the house? If yes, what type? _____.
	x		41. Is there now or has there ever been a (___Swimming pool), (___Hot tub), (___Spa), or (___Whirlpool) on the property? <b>If yes and there are any defects, describe in XVI.</b>
			42. If there is a pool, does it conform to all local ordinances? <b>If no, describe in XVI.</b>
			43. What is the type of trash disposal? ( <input checked="" type="checkbox"/> Private), (___ Municipal), (___ County), (___ Community) or (___ Other _____).
			44. The cost of repairing and repaving the streets adjacent to the property is paid for by: _____ The property owner(s), estimated fees: \$ _____ <input checked="" type="checkbox"/> Delaware Department of Transportation or the State of Delaware _____ Municipal _____ Community/HOA _____ Other _____ Unknown
			<b>Note to Buyer:</b> Repairing and repaving of the streets can be very costly. (6 Delaware Code§ 2578)
x			45. Is off street parking available for this property? If yes, number of spaces available: <u>4</u>
			<b>V. ENVIRONMENTAL CONCERNS</b>
	x		46. Are there now or have there been any underground storage tanks on the property? (___ Heating fuel), (___ Propane), (___ Septic), or (___ Other: _____). <b>If yes, describe locations in XVI.</b>
	x		47. If the tank was abandoned, was it done with all necessary permits and properly abandoned?
	x		48. Are asbestos-containing materials present? <b>If yes, describe in XVI.</b>
	x		49. Are there any lead hazards? (e.g., lead paint, lead pipes, lead in soil.) <b>If yes, describe in XVI.</b>
	x		50. Has the property been tested for toxic or hazardous substances? <b>If yes, describe in XVI and provide the test results.</b>
	x		51. Has the property ever been tested for mold? <b>If yes, provide the test results.</b>
	x		52. Has the illegal manufacture, storage, or use of methamphetamines occurred in the property? <b>If yes, describe in XVI.</b>
	x		53. Is there a wastewater spray irrigation system (human or agricultural) installed on or adjacent to the property?
			<b>VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)</b>
	x		54. Is there fill soil or other fill material on the property?
	x		55. Are there sliding, settling, earth movement, upheaval, earth stability, or methane gas release problems that have occurred on the property or in the immediate neighborhood? <b>If yes, describe in XVI.</b>
	x		56. Is any part of the property located in (___ a flood zone) and/or (___ a wetlands area)?
	x		57. Are there drainage or flood problems affecting the property? <b>If yes, describe in XVI.</b>
	x		58. Do you carry flood insurance? Agent: _____ Policy # _____
			59. If #58 is yes, what is the annual cost of this policy? _____
	x		60. Have you made any insurance claims on the property in the past 5 years? <b>If yes, describe in XVI.</b>
	x		61. Does the property have standing water in front, rear, or side yards for more than 48 hours after raining? <b>If yes, describe in XVI.</b>
	x		62. Are there encroachments or boundary line disputes affecting the property? <b>If yes, describe in XVI?</b>
	x		63. Are there any ditches crossing or bordering the property? <b>If yes, describe in XVI.</b>
	x		64. Are there any swales crossing the property that are under the control of a Soil and Conservation District? <b>If yes, describe in XVI.</b>
	x		65. Have you ever had the property surveyed?
	x		66. Are the boundaries of the property marked in any way? <b>If yes, describe in XVI.</b>
			<b>VII. STRUCTURAL ITEMS</b>
x			67. Have you made any additions or structural changes? <b>If yes, describe in XVI.</b>
x			68. If #67 is yes, was all work done with all necessary permits and approvals in compliance with building codes?
x			69. If #68 is yes, are the permits closed?
	x		70. Is there now or has there ever been any movement, shifting, or other problems with walls or foundations? <b>If yes, describe in XVI.</b>

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Seller's Initials <sup>initial</sup> BB Seller's Initials <sup>DS</sup> WMB Buyer's Initials S.T. Buyer's Initials \_\_\_\_\_  
 Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

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Yes	No	*	* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI. Seller shall answer the following questions based on Seller's knowledge of the property.
	X		71. Has the property, or any improvements thereon, ever been damaged by (___ Fire), (___ Smoke), (___ Wind), or (___ Flood)? <b>If yes, describe in XVI.</b>
	X		72. Was the structure moved to this site? (___ Double Wide), (___ Modular), (___ Other: _____)
	X		73. Is there now or has there ever been any non-plumbing water leakage in the house? <b>If yes, describe in XVI.</b>
	X		74. Are there any problems with (___ Exterior walls), (___ Driveways), (___ Walkways), (___ Patios), (___ Decks), (___ Porches) or (___ Retaining walls) on the property? <b>If yes, describe in XVI.</b>
	X		75. Are there any problems with (___ Interior walls), (___ Ceilings), (___ Floors), or (___ Windows) on the property? <b>If yes, describe in XVI.</b>
	X		76. Have there been any repairs or other attempts to control the cause or effect of problems described in questions 73, 74, and 75? <b>If yes, describe in XVI.</b>
X			77. Is there insulation in the: (___ Ceiling/attic), (___ Exterior walls), (___ Crawlspace/basement), or (___ Other: _____) What type(s) of insulation does your property have? <u>FIBERGLASS</u>
			<b>VIII. TERMITES, INSECTS, AND WILDLIFE</b>
	X		78. Is there now or has there ever been any infestation by termites or other wood destroying insects? <b>If yes, describe</b>
	X		79. During your ownership, have there been any termite or other wood destroying insect inspections made on the property? <b>If yes, describe in XVI.</b>
	X		80. Is there now or has there ever been any damage to the property caused by (___ Termites), (___ Other wood destroying insects), or (___ Wildlife)? <b>If yes, describe in XVI.</b>
	X		81. Have there ever been any termite or wood destroying insect treatments made on the property? <b>If yes, describe in XVI.</b>
	X		82. Is there or has there ever been an infestation of insects? <b>If yes, describe in XVI.</b>
	X		83. During your ownership, have there been any insect control inspections made on the property. <b>If yes, describe in XVI.</b>
	X		84. Are you aware of any insect control treatments made on the property? <b>If yes, describe in XVI.</b>
	X		85. Are there now or have there ever been any bat colonies present on the property? <b>If yes, describe in XVI.</b>
	X		86. Is your property currently under warranty, or other coverage, by a professional pest control company? If yes, name of exterminating company: _____
			<b>IX. BASEMENT AND CRAWL SPACES</b>
X			87. Does the property have a sump pump? If yes, where does it drain? <u>outside</u>
	X		88. Is there now or has there ever been any water leakage, accumulation, or dampness within the basement, crawlspace, or other interior areas of the structure? <b>If yes, describe in XVI.</b>
	X		89. Have there been any repairs or other attempts to control any water or dampness problem in the basement, crawlspace, or other interior areas of the structure? <b>If yes, describe in XVI.</b>
	X		90. Are there any cracks or bulges in the floors or foundation walls? <b>If yes, describe in XVI.</b>
			<b>X. ROOF</b>
			91. Date last roof surface installed: <u>2017</u> . <b>If all roof surfaces not the same age, explain in XVI.</b>
			92. How many layers of roof material are there (e.g., new shingles over old shingles)? <u>N/A</u>
	X		93. Are there any problems with the roof, flashing, rain gutters, or skylights? <b>If yes or repaired under your ownership, explain in XVI.</b>
			94. If under warranty, is warranty transferable?
			95. Where do your gutters drain? ( <u>X</u> Surface), (___ Drywell), (___ Storm Sewers), (___ Other: _____)
			<b>XI. PLUMBING-RELATED ITEMS</b>
			96. What is the drinking water source? (___ Municipal), (___ County), ( <u>X</u> Public Utility), (___ Private Well), (___ Other: _____)
			97. If drinking water is supplied by public utility, name of utility: <u>Artesian</u>
	X		98. Is there a water treatment system? If yes, (___ Leased) or (___ Owned)?
			99. If water source is a well, when was it installed? _____ Location of well? _____ Depth of well? _____. <b>If more than one well, describe in XVI.</b>

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Seller's Initials BB Seller's Initials MB Buyer's Initials S.T. Buyer's Initials \_\_\_\_\_  
 Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

**Seller is a relocation company and does not live in the property and has not lived in the property and makes no representation, guarantees or warranties regarding the property or it's condition**

Yes	No	*	* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI. Seller shall answer the following questions based on Seller's knowledge of the property.
			100. What type of plumbing is used for the Water Supply? (___ Copper), (___ Lead), (___ Cast Iron), (___ PVC), ( <input checked="" type="checkbox"/> PEX), (___ Polybutylene), (___ Galvanized), (___ Other/Unknown: _____)
			101. What type of plumbing is used for Drainage? (___ Copper), (___ Lead), (___ Cast Iron), ( <input checked="" type="checkbox"/> PVC), (___ Galvanized), (___ Other/Unknown: _____)
			102. Age of Water Heater? <u>8</u> Water heater type: (___ Tank), ( <input checked="" type="checkbox"/> Tankless), (___ Other: _____)
			103. Water Heater Fuel: (___ Electric), (___ Oil), (___ Propane Gas), ( <input checked="" type="checkbox"/> Natural Gas) or (___ Other: _____)
	X		104. Are there now or have there ever been any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related items? <b>If yes, describe in XVI.</b>
	X		105. Are there any additions and/or upgrades to the original service? <b>If yes, describe in XVI.</b>
			106. If #105 is yes, was the work done by a licensed contractor?
			107. If #105 is yes, were the required permits obtained?
			108. If #107 is yes, are the permits closed?
			109. If your drinking water is from a well, when was your water last tested and what were the results of the test? Tested on: _____ Results: _____
			110. What is the type of sewage system? ( <input checked="" type="checkbox"/> Public Sewer), (___ Community Sewer), (___ Septic System), (___ Cesspool), (___ Other _____)
			111. If a septic system, type: (___ Gravity Fed), (___ Capping Fill), (___ LPP), (___ Mound), (___ Holding Tank), (___ Other: _____)
			112. If a septic system, when was it last pumped? _____
			113. If a septic system, has it been inspected by a Class H inspector within the last 36 months, as required by DNREC regulations? <b>If yes, describe in XVI and provide the test results.</b>
			114. If a septic system, how many bedrooms is the septic permitted to service? _____
			115. Are there any shut off, disconnected, or abandoned wells, underground water or sewer tanks on the property? <b>If yes, describe locations in XVI.</b>
			116. If #115 is yes, were they abandoned with all necessary permits and properly abandoned?
			<b>XII. HEATING AND AIR CONDITIONING</b>
			117. How many heating and/or air conditioning systems are on the property? <u>1</u> . <b>If more than 2, explain in XVI.</b>
			118. Type of heating system for system #1 ( <input checked="" type="checkbox"/> Forced air), (___ Heat pump), (___ Mini-Split), (___ Baseboard), (___ Radiator), (___ Other: _____) Type of heating system for system #2 (___ Forced air), (___ Heat pump), (___ Mini-Split), (___ Baseboard), (___ Radiator), (___ Other: _____)
			119. Type of heating fuel for system #1 (___ Oil), (___ Propane Gas), ( <input checked="" type="checkbox"/> Natural Gas), (___ Electric), (___ Solar), (___ Other: _____) Type of heating fuel for system #2 (___ Oil), (___ Propane Gas), (___ Natural Gas), (___ Electric), (___ Solar), (___ Other: _____)
			120. Fuel provider for: Heating system #1 <u>Delmarva Power</u> Heating System #2: _____
			121. Age of furnace #1: _____ Date of last service: _____ Age of furnace #2: _____ Date of last service: _____
	X		122. Are there any contractual obligations affecting the fuel supply, tanks, or system(s)? <b>If yes, describe in XVI.</b>
			123. Type of air conditioning for system #1 ( <input checked="" type="checkbox"/> Central), (___ Window Units), (___ Mini-Split), (___ Other: _____) Type of air conditioning for system #2 (___ Central), (___ Window Units), (___ Mini-Split), (___ Other: _____)
	X		124. Are there any contractual obligations affecting the heating/air conditioning system(s)? <b>If yes, describe in XVI.</b>
			125. Age of air conditioning system #1: <u>8</u> Date of last service: <u>2025</u> Age of air conditioning system #2: _____ Date of last service: <u>138 Green Forest</u>
	X		126. Have there been any additions and/or upgrades to the original heating or air conditioning? <b>If yes, describe in XVI.</b>
			127. If #126 is yes, was the work done by a licensed contractor?
			128. If #126 is yes, were the required permits obtained?

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Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

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			129. If #128 is yes, are the permits closed?
	X		130. Are there any problems with the heating or air conditioning systems? <b>If yes, describe in XVI.</b>
			<b>XIII. ELECTRICAL SYSTEM</b>
			131. Who is the electric provider for the property? <u>Delmarva Power</u>
			132. What type of wiring is in the house? (copper, aluminum, other, etc.) _____
			133. What is the amp service? (___ 60), (___ 100), (___ 150), (___ 200), (___ Other: _____)
			134. Does the property have (___ Circuit Breakers) or (___ Fuses)? <b>If more than one electrical panel, describe in XVI.</b>
			135. Are there any 220/240 volt circuits? (Other: _____)
	X		136. Do fuses blow or circuit breakers trip when two or more appliances are being used at the same time? <b>If yes, describe in XVI.</b>
	X		137. Are there wall switches, light fixtures, or electrical outlets in need of repair? <b>If yes, explain in XVI.</b>
	X		138. Is there a permanently affixed generator on the property? What is the fuel source? _____
	X		139. Have there been any additions to the original service?
X			140. Have any ( <u>X</u> solar) and/or (___ wind powered) enhancements been made to supplement service? <b>If yes, describe in XVI.</b> Name of solar company? <u>Sun Strong</u> ; If leased, what is the term? <u>6/23/2047</u> . <b>Note to Buyer:</b> Transfer of lease is subject to approval by: _____. Buyer must register with the Public Service Commission.
X			141. If #138, #139, or #140 is yes, was work done by a licensed electrician?
X			142. If #138, #139, or #140 is yes, were the required permits obtained?
X			143. If #142 is yes, is the permit closed?
			<b>XIV. FIREPLACE OR HEATING STOVE</b>
			144. How many fireplaces and/or heating stoves are on the property? <u>1</u> . <b>If more than 2, explain in XVI.</b>
			145. Type of fuel for fireplace 1: (___ Wood Burning), (___ Propane Gas), ( <u>X</u> Natural Gas), (___ Other: _____)? Type of fuel for fireplace 2: (___ Wood Burning), (___ Propane Gas), (___ Natural Gas), (___ Other: _____)?
			146. Type of fuel for heating stove 1: (___ Wood Burning), (___ Pellet), (___ Other: _____)? Type of fuel for heating stove 2: (___ Wood Burning), (___ Pellet), (___ Other: _____)?
X			147. Was the fireplace or heating stove part of the original house design?
X			148. Was the fireplace or heating stove installed by a professional contractor or manufacturer's representative?
	X		149. Are there any problems? <b>If yes, explain in XVI.</b>
			150. When were the flues/chimneys last cleaned, serviced, or repaired? _____. <b>Explain nature of service or repair in XVI.</b>

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**ADDITIONAL NOTICES TO BUYERS**

Government websites containing helpful information include: Office of State Planning Coordination <https://www.stateplanning.delaware.gov/>, Delaware Department of Natural Resources and Environmental Control <https://dnrec.alpha.delaware.gov/>, Delaware Division of Public Health [www.dhss.delaware.gov/dhss/dph](http://www.dhss.delaware.gov/dhss/dph), Delaware State Police Sex Offender Registry <https://sexoffender.dsp.delaware.gov>, Federal Community Flood Maps <https://msc.fema.gov/portal/home>, and other agencies listed on [www.delaware.gov](http://www.delaware.gov).

All properties are part of larger surrounding areas. Buyers are advised to research Federal, State, and local governmental agencies' websites to become familiar with future anticipated development, global changes, climate changes, tax assessments, and other similar things that may affect the property in the future.

Square Footage: There are different methods of measuring used for different purposes. Acreage of the land and square footage of the buildings quoted on the real estate tax information, marketing materials, advertisements, brochures, MLS data, or appraisal, is only approximate, is not guaranteed, and should not be relied upon.

Tax System Data: Property data, square footage, characteristics, and building permit information in government real estate tax systems may not be accurate and should not be relied upon by sellers and buyers. It can be very difficult to research building permit information.

*Additional information for specific sections is listed below:*

**II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS AND CO-OPS**

- Deed restrictions are provisions in a deed or declaration that limit the use of the property. With some exceptions, restrictions cannot be removed by the owner.
- If the property is within an “association”, request further information to learn of the covenants and restrictions that the property is subject to.
- More information may be found from Delaware’s Common Interest Community Ombudsperson. Learn more at <https://attorneygeneral.delaware.gov/fraud/cpu/ombudsperson/>.

**IV. ADDITIONAL INFORMATION**

- Check HOA/local requirements concerning responsibility for sidewalk installation, replacement, repair, and snow removal.
- Delaware requires each county to reassess the value of real property on a regular basis. Learn more from the county tax office where the property is located.

**VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)**

- *Flood Zone:* Public and/or private flood insurance options exist for most properties even if property is not in a high-risk flood zone. Inquire about options with a qualified insurance agent. More information may be found at the Delaware Department of Insurance.
- *Flood Risk:* Due to location and elevation, particularly with river and coastal communities, the property and surrounding areas may experience flooding from rising sea levels and stronger storms, both now and in the future. Learn more at <https://floodplanning.dnrec.delaware.gov/>. In addition to state regulations, local municipalities may have additional floodplain management rules for property improvements. Contact the local municipality directly to find out about any specific requirements.
- *Wetlands Area:* There are both tidal and non-tidal wetlands. The property may be subject to additional governmental oversight. Inquire further through programs like Delaware Wetlands of the Delaware Department of Natural Resources and Environmental Control.

**XI. PLUMBING-RELATED ITEMS**

- Learn more about private well and public water testing from the Delaware Division of Public Health’s Office of Drinking Water.

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**ACKNOWLEDGMENT OF SELLER**

Seller has provided the information contained in this report. This information is, to the best of Seller's knowledge, and belief, complete, true, and accurate. Seller has no knowledge, information, or other reason to believe that any defects or problems with the property have been disclosed to, or discussed with, any Real Estate Agent or Broker involved in the sale of this property, other than those set forth in this report. Seller does hereby indemnify and hold harmless any Real Estate Agent involved in the sale of this property from any liability incurred as a result of any third-party reliance on the disclosures contained herein, or on any subsequent amendment hereto. Seller's Broker and/or Cooperating Broker, if any, is/are hereby authorized to furnish this report to any prospective Buyer. This is a legally binding document. If not understood, an attorney should be consulted.

Seller Signed by: Belisha Bessicks Date 06/09/26 | 10:22 PM | SELLER DocuSigned by: William A Bessicks Date 06/09/26 | 10:24 PM E  
**Belisha Bessicks** **William Bessicks**

SELLER \_\_\_\_\_ Date \_\_\_\_\_ SELLER \_\_\_\_\_ Date \_\_\_\_\_

Date the contents of this Report were last updated: \_\_\_\_\_.

**ACKNOWLEDGMENT OF BUYER**

Buyer is relying upon the above report, and statements within the Agreement of Sale, as the representation of the condition of the property, and is not relying upon any other information about the property. Buyer has carefully inspected the property and Buyer acknowledges that Agents are not experts at detecting or repairing physical defects in property. Buyer acknowledges Seller has completed this form based upon their knowledge of the property. Buyer understands there may be areas of the property of which Seller has no knowledge and this report does not encompass those areas. Unless stated otherwise in my contract with Seller, the property is real estate being sold in its present condition, without warranties or guarantees of any kind by Seller or any Agent. Buyer has received and read a signed copy of this report. Buyer may negotiate in the Agreement of Sale for other professional advice and/or inspections of the property. Buyer understands there may be projects either planned or being undertaken by the State, County, or Local Municipality which may affect this property of which the Seller has no knowledge. Buyer further understands that it is Buyer's responsibility to contact the appropriate agencies to determine whether any such projects are planned or underway. If Buyer does not understand the impact of such project(s) on the property being purchased, Buyer should consult with an Attorney. Buyer understands that before signing an Agreement of Sale, Buyer may review the applicable Master Plan or Comprehensive Land Use Plan for the County and/or appropriate City or Town Plans showing planned land uses, zoning, roads, highways, locations, and nature of current or proposed parks and other public facilities. This is a legally binding document. If not understood, an attorney should be consulted.

BUYER Suzanne Tobin Date 6/11/2026 BUYER \_\_\_\_\_ Date \_\_\_\_\_  
**LEXICON GOVERNMENT SERVICES, LLC**

BUYER \_\_\_\_\_ Date \_\_\_\_\_ BUYER \_\_\_\_\_ Date \_\_\_\_\_

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**Disclosure Of Information on Lead-Based Paint and Lead-Based Paint Hazards  
(For Sale of Residential Property)**

Property: **138 Green Forest Drive  
Middletown, DE 19709**

Seller's Name: **William Bessicks  
Belisha Bessicks**

**Seller Instructions:** Check the box indicating the age of your property and initial. If you checked either box 1 or 3, continue to complete the *Seller's Disclosure* section below and sign this form at the bottom. If you checked box 2, sign below to complete this form.

DS Initial  
WAB BB  
(Check one of the boxes to the right and initial here)

Year Dwelling Was Constructed:

- 1. was constructed prior to January 1, 1978
- 2. was constructed after January 1, 1978
- 3. uncertain as to when constructed

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

**Seller's Disclosure** - Unless box 2 is checked above, each Seller is required to complete sections (a and b) by selecting an answer and then by initialing in each of these two sections (if more than one owner, all owners must select and initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (CHECK ONE BOX BELOW AND INITIAL):

Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)  
Select answer and initial \_\_\_\_\_

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller. (CHECK ONE BOX AND INITIAL):

Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgement** - Unless box 2 is checked above, all purchaser(s) must initial **c, d, e and f**

- (c) ST
- (d) ST
- (e) ST
- (f) ST

- Purchaser(s) has read the Lead Warning Statement above.
- Purchaser(s) has received copies of all information listed above.
- Purchaser(s) has received the pamphlet *Protect Your Family From Lead In Your Home*.
- Purchaser(s) has (check one below):
  - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgement** - Initial below

(g) \_\_\_\_\_ The Listing Agent has informed the Seller of the Seller's obligation under 42 U.S.C. 4852(d), and the Seller is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy** - The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Signed by: Belisha Bessicks 06/09/26 | 8:15 AM EDT Date Seller Belisha Bessicks  
DocuSigned by: William A Bessicks 06/09/26 | 8:14 AM EDT Date Seller William Bessicks

Purchased by: \_\_\_\_\_ Date Purchaser LEXICON GOVERNMENT SERVICES, LLC Date  
Michael Wilson 06/08/26 | 1:42 PM EDT Date Agent Michael Wilson Date



**Seller is a relocation company and has not lived in the property and makes no representation, guarantees or warranties regarding the property or it's condition**

### RADON DISCLOSURE

Required by Chapter 25, Title 6, Section 2572A of the Delaware Code

Property Address: 138 Green Forest Drive  
Middletown, DE 19709

#### Seller's Disclosure

Delaware law requires that the seller of any interest in residential real property that includes a dwelling must provide the buyer with any information about any known radon. Sellers also must disclose any tests or inspections for radon in the seller's possession.

The seller(s) must answer the following questions and provide the required information:

- Are you aware of the presence of radon on the property identified above?  Yes  No (check one)
- Are you aware of any radon tests or inspections that have been performed on the property identified above?  Yes  No (check one)
- If you responded "yes" to Question 2 above, have you provided the buyer(s) with copies of all radon tests and/or inspection reports in your possession?  Yes  No (check one)
- Identify each report referred to in Question 3, including the date of each report:  
\_\_\_\_\_

By signing this form, the seller(s) acknowledge(s) the following:

I/we have been informed of my/our obligation and am/are aware of my/our responsibility to comply with Delaware law regarding radon disclosure, as provided in Title 6, Chapter 25, Section 2572A of the Delaware Code.

Signed by:		DocuSigned by:	
<i>Belisha Bessicks</i>	06/09/26   8:15 AM EDT	<i>William D Bessicks</i>	06/09/26   8:14 AM EDT
<small>DA71EAC1AD546C...</small>	Date	<small>62378613892247F...</small>	Date
Belisha Bessicks		<b>William Bessicks</b>	

#### Buyer's Acknowledgement

Delaware law requires that every buyer of any interest in residential real property that includes a dwelling must be notified that the property may present the potential for exposure to radon.

By signing this form, the buyer(s) acknowledge(s) the following:

- I/we have received the Radon Rights, Risks and Remedy for Home Buyer document, which describes the potential hazards of exposure to radon, testing for radon and remediation.
- I/we have the option to have the property identified above tested for radon.
- I/we have received copies of all radon tests and/or inspection reports identified in Item 4 of the Seller's Disclosure above.

<i>Suzanne Tobin</i>	6/11/2026		
Buyer <b>LEXICON GOVERNMENT SERVICES, LLC</b>	Date	Buyer	Date

Form Approved by Delaware Real Estate Commission September 12, 2007



In the event Seller's Disclosure Documents are not available at the time the Purchase Agreement and this Rider are executed by Buyer, Seller agrees to provide the Buyer with such Disclosure Documents using the attached Rider to Purchase Agreement Addendum within five (5) days of Seller's receipt of such Disclosure Documents. Seller shall give Buyer five (5) days to review the Disclosure Documents and provide Seller with written notice of defects, if any, in the manner described in Section 5 of this Rider.

**4. Lead Based Paint and Lead Based Hazards for Pre-1978 Properties:**

The Property  was not constructed prior to January 1, 1978.  
 was constructed prior to January 1, 1978.

Buyer's initials \_\_\_\_/\_\_\_\_

**For properties constructed prior to January 1, 1978, BUYER SHOULD TAKE NOTE AS FOLLOWS:** Properties constructed prior to January 1, 1978 are subject to compliance with The Lead Based Paint Hazard Reduction Act, as these properties may present hazards related to exposure to lead from lead-based paint and/or lead based products. Buyer acknowledges receipt of the EPA pamphlet "Protect Your Family from Lead in Your Home." **LEAD WARNING STATEMENT:** *Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. Seller recommends that Buyer conduct a risk assessment or inspection for possible lead-based hazards prior to purchasing the Property.*

**SELLER DISCLOSURE:**

Seller has: ***Seller to check as appropriate – Seller and Buyer to initial***

	Seller	Buyer	
<input checked="" type="checkbox"/>	____	____/____	no knowledge of lead-based paint and/or lead-based paint hazards in the Property.
<input type="checkbox"/>	____	____/____	knowledge regarding lead-based paint and/or lead-based paint hazards in the Property.

**RECORDS AND REPORTS:**

Seller has: ***Seller to check as appropriate – Seller and Buyer initial***

	Seller	Buyer	
<input checked="" type="checkbox"/>	____	____/____	no reports pertaining to lead-based paint and/or paint hazards in the Property.
<input type="checkbox"/>	____	____/____	provided the Buyer with all known and available records and reports pertaining to lead-based paint and/or lead based paint hazards in the Property, which reports are listed below:

\_\_\_\_\_  
\_\_\_\_\_

**5. Buyer's Duty to Inspect / Test:** Although the Property is being sold "as is" (in its present condition with all faults, if any), Buyer has the right to inspect Property, or to have the Property inspected by others on Buyer's behalf, to determine the existence of defects, if any. All inspections shall be at Buyer's sole cost and expense. Seller recommends that Buyer secure surveys, title inspections, professional building inspection reports, inspections or tests necessary to determine the presence of radon gas, asbestos, lead based paint, underground storage tanks, or other toxic or hazardous substances on, in or about the Property, and any other tests and inspections Buyer deems appropriate to determine the condition of the Property.

If Buyer decides not to conduct some or all inspections and/or test, **Buyer should initial** the appropriate section(s) below:

\_\_\_\_/\_\_\_\_ (initial) Buyer waives the inspection for lead based paint  
\_\_\_\_/\_\_\_\_ (initial) Buyer waives inspections and/or tests for \_\_\_\_\_  
\_\_\_\_/\_\_\_\_ (initial) Buyer waives **all** inspections and/or tests

The results of all inspections and/or tests conducted on Buyer's behalf, and any defects discovered, must be reported to Seller or Seller's agent in writing, accompanied by a copy of any inspections and/or tests which are the basis for a request for repair or monetary concession, no later than 5:00 p.m. on the seventh (7th) day after date Seller signs this Rider. Notwithstanding the foregoing, Buyer may have up to ten (10) days to complete inspections for lead-based paint and/or its hazards, unless Buyer has waived this opportunity as noted above. Failure of Buyer to provide Seller with a copy of the applicable page(s)/section(s) of inspection reports and/or tests and reported defects within this seven (7)

day period (10-day period for lead-based paint), shall constitute Buyer's acceptance of the condition of the Property and a waiver of all inspection contingencies, and Buyer's agreement to proceed to Closing on the Property.

Seller shall have seven (7) days from the date Seller receives Buyer's written notice of any defects, to advise Buyer or Buyer's agent, in writing, that Seller shall proceed under one of the following options:

- a) Seller will make certain repairs to the Property and, upon completion of the repairs, Buyer shall have the option to inspect the repairs. Regardless of Buyer's inspection (or not) of the repairs, the repairs and Buyer's acceptance of the repairs shall constitute Buyer's acceptance of the condition of the Property and a waiver of all claims that Buyer may have arising out of the repairs;
- b) In lieu of making the repair(s), provide a credit to Buyer at Closing in an amount agreed to in writing by Buyer and Seller, in which event Buyer agrees to consummate the purchase transaction of the Property according to the terms of the Purchase Agreement and this Rider, and to release Seller from any liability or obligation related to the condition and repair of the Property; or
- c) Terminate the Purchase Agreement and this Rider by executing a release and refunding the earnest money deposit to Buyer.

Should Seller elect to terminate the Purchase Agreement and this Rider or fail to respond within seven (7) days after notification of defects by Buyer, Buyer shall have the right to consummate the purchase transaction, taking the Property in "*as is*" condition, with whatever defects exist. To exercise this right, Buyer must provide Seller written notice of such intention within four (4) days from receipt of Seller's notice of its election to terminate.

Buyer shall have the right to make a final inspection of the Property during the forty-eight (48) hours prior to Closing on the Property to be sure that the Property's condition has not deteriorated from the date of the Purchase Agreement and this Rider (ordinary wear and tear excepted).

Buyer agrees to indemnify and hold harmless Seller, its affiliates, officers, directors, employees, agents, contractors and tenants from all claims, damages, liabilities, and expenses arising in connection with inspections made by Buyer, its agents or contractors prior to Closing on the Property.

**6. FOR PROPERTIES LOCATED IN LOUISIANA ONLY: PLEASE TAKE NOTE OF THE FOLLOWING:**

Buyer acknowledges and agrees that the Property is being sold in "*as is*" and "*where is*" condition, without any warranty or recourse whatsoever as to the condition of the Property, including, without limitation, any warranty as to the absence of vices or defects (whether apparent, latent, known or unknown, easily discoverable, or hidden), fitness for any ordinary use, or fitness for any intended use or particular purpose, even for the return or reduction of the purchase price or otherwise. Buyer acknowledges reliance solely on Buyer's inspection of the Property. Accordingly, Buyer waives all of Buyer's rights in connection with the condition of the Property, and Buyer hereby relieves and releases Seller from all liability in connection with the condition of the Property, including particularly all liability for any claim or cause of action for redhibition, for reduction of the purchase price, for any false, incomplete, or inaccurate Disclosure Documents, or otherwise pursuant to Louisiana law. Buyer expressly waives all rights in redhibition and reduction of the purchase price or otherwise pursuant to Louisiana law. Buyer further acknowledges and agrees that Buyer has not relied on Seller's skills or judgment in selecting the Property. Buyer acknowledges and understands that Louisiana redhibition law enables Buyer to hold Seller responsible for any undeclared latent defects in the Property existing on the date of the Act of Sale and to either rescind the sale or seek a reduction of the purchase price, and Buyer hereby specifically waives all such rights. As used in this provision, "Act of Sale" refers to the closing of title.

Buyer acknowledges that the foregoing waivers have been explained to Buyer and that Buyer has read and understands such waivers, has voluntarily and knowingly consented to such waivers and agrees to be bound thereby.

7. **Settlement as Final:** Buyer's (a) failure to notify Seller in writing of any defects within the time limits provided in this Rider, or (b) acceptance of the Deed as settlement shall constitute Buyer's full acceptance of the condition of the Property and a waiver of the Buyer's right to object to its condition or assert any claim related to the Property, or any repairs done, at any time in the future. This provision shall survive delivery of the Deed and the Closing.
8. **Toxic/Hazardous Substances:** Buyer assumes all risk of loss, damage or injury which may arise as a result of or may be in any way connected with, the presence of radon gas, asbestos or any other toxic or hazardous or other environmentally dangerous substance in, on or about the Property. Buyer fully and forever releases and discharges Seller, its officers, employees and agents from any and all claims, damages, liabilities, and expenses (including attorney's fees), whether now or hereafter known, which Buyers have or may hereafter have against Seller, its officers, employees and agents. Buyer releases and indemnifies Seller, its officers, employees and agents from and against any claims, damages, liabilities, and expenses (including attorney's fees), relating to the presence of radon gas, asbestos or any other toxic, hazardous or other environmentally dangerous substance in, on or about the

Property, which claim is made by Buyer, or any person Buyer allows to reside in or about the Property or come in contact with the Property. This provision shall survive delivery of the Deed and the Closing.

9. **Title/Title Insurance:** In the event a title report reflects title defects, Seller shall have the option to correct the item or terminate the transaction at Seller's discretion. Seller shall have no obligation to bring any action or proceeding or otherwise incur any expense whatsoever to render title marketable or insurable. In the event the defect is one which will require in excess of thirty (30) days to correct, Seller will notify Buyer and Buyer may terminate the Purchase Agreement, receive a refund of the earnest money deposit and shall release Seller from further obligation under the Purchase Agreement.

Seller will **not** provide title insurance to Buyer at Seller's expense unless the Property is in a jurisdiction where it is customary for a seller of residential property to do so and, in that event, Seller reserves the right to select the title insurer/agent.

Title to the Property may be delivered by a Deed from Seller or its designated nominee. If title is delivered by Seller's nominee, the nominee is acting as agent for Seller and has no direct or indirect liability for the covenants, obligations or undertakings of Seller under the Purchase Agreement.

10. **Tax and Other Prorations:** Prorations for taxes, assessments, and similar items will be based upon information available from the taxing or other applicable authorities, verified in writing, at the time of Closing. If current figures are not available at the time of Closing, the most current figures or current assessment(s) will be used for the computation of such prorations. There will be no re-prorations or adjustments after Closing. **The proration for the day of Closing shall be charged to Buyer.** This provision shall survive delivery of the Deed and the Closing.

11. **FOR PROPERTIES LOCATED IN CALIFORNIA ONLY:** In connection with any rights Buyer is waiving under this Rider, including but not limited to, those set forth in paragraphs 2, 5, 7 and 8, respectively, Buyer expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil code of the State of California and understands and acknowledges the significance of such specific waiver of Section 1542. Section 1542 of the civil code provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party..

Thus, notwithstanding the provision of Section 1542, and for the purpose of implementing a full and complete release and discharge of Seller, Buyer expressly acknowledges that this release is intended to include in its effect, without limitation, all claims which Buyer does not know or suspect to exist in Buyer's favor at the time of execution of this Rider, and that this release contemplates the extinguishment of any such claim or claims.

12. **Closing: All Closing and repair figures must be confirmed and approved by Seller or its Closing agent at least two (2) business days in advance of Closing. Closing date and time must be scheduled at least five (5) days prior to Closing.**

Buyer agrees to close on the sale of the Property on the closing date as scheduled ("**Closing**" or "**Close**"). In the event Buyer fails to Close by said date, for any reason other than loan approval or physical inability to Close, Buyer shall pay to Seller a charge of 1.5% of selling price per month, prorated on a per diem basis, for every day Buyer fails to meet the scheduled Closing date. The Closing of the sale of the Property shall be through, and shall take place at, the office of the following Closing:

Brennan Title Company

3261 Old Washington Road

Suite 3040

Waldorf, MD 20602

Ph: (301) 316-2600

The Closing shall occur on or before: \_\_\_\_\_, 20

The listing real estate agency is: BERKSHIRE HATHAWAY HOMESERVICES FOX & ROACH REALTORS

The listing broker (or agent) is: Michael Wilson

Notwithstanding anything to the contrary in the Purchase Agreement, or elsewhere, the brokerage commission will be considered earned and payable only if the sale to Buyer is closed, the Deed delivered to Buyer, and the purchase price delivered to Seller.

Special Instructions: \_\_\_\_\_

- 13. Possession:** Possession shall be given to Buyer at Closing. Buyer may not alter the Property, store anything on, at or in the Property, occupy, or otherwise use the Property prior to Closing.
- 14. Non-US Residents – Additional Provisions:** For Buyers that are not US residents, Buyer agrees to provide Seller with proof of Buyer's visa and proof of funds deposited in Buyer's bank account in compliance with the Foreign Investment in Real Property Act ("*FRPTA*"). If Buyer has already provided proof of employment and proof of Buyer's visa to Buyer's lender, Seller shall accept written confirmation from Buyer's lender that Buyer has submitted proof of Buyer's visa and employment.
- 15. Execution of Purchase Agreement and Rider:** The parties are not bound by the Purchase Agreement or this Rider unless and until the Purchase Agreement and this Rider *are executed by the parties*. *In addition*, Buyer acknowledges and agrees that the sale of the Property is a corporate relocation transaction and that Seller's ability to transfer title to the Property to Buyer is directly contingent upon Seller's ability to acquire ownership of the Property through a contract with the individual being relocated upon terms satisfactory to that individual and Seller.
- 16. Entire Contract:** This Rider and the attached Purchase Agreement constitute the sole agreement between Buyer and Seller with respect to the subject matter of hereto, and supersede all prior or contemporaneous negotiations and agreements (both written and oral). Any agreement or amendment hereafter made shall be ineffective to change, modify, waive or discharge any provision hereof unless such change or amendment is in writing and signed by the party against whom the agreement or amendment is sought.
- 17. Remedies:** If Seller should bring an action against Buyer, or if the Buyer should bring an action against Seller, with respect to the subject matter of this Rider, the prevailing party shall be entitled to recover from the other all of the legal expenses of the prevailing party, including any and all reasonable attorneys' fees, costs for litigation and/or any appeal to any appellate court. In the event that Seller should incur any costs and expenses, including attorneys' fees, enforcing any of the provisions of, or its rights under, this Rider, Seller shall be entitled to recover from Buyer all such costs and expenses. Nothing herein shall bar Seller's right to obtain injunctive relief against threatened conduct that will cause Seller loss or damages, including the applicable rules for obtaining restraining orders and preliminary injunctions; nor shall the reference to such relief in certain sections of this Rider be deemed to imply the unavailability of such relief to enforce rights provided for in other sections. Buyer specifically waives all right to notice and bond of any hearing seeking injunctive relief. No punitive or exemplary damages shall be awarded either Seller or Buyer or entities affiliated with any of them, and are hereby waived.
- 18. Financing Contingency:** This Rider is contingent upon the Buyer's ability to obtain written financing approval in the amount as identified in the Purchase Agreement to which this Rider is attached.
  - a) If Buyer is unable, despite best efforts, to obtain such financing approval within twenty (20) days of the date of this Rider, then Buyer shall give written notice thereof to Seller. If such notice is not delivered on or before that date, this Rider and the Purchase Agreement shall be deemed unconditional with regard to any financing contingency. If such notice is delivered by said date, then Seller shall have twenty (20) days from the date of delivery to obtain financing on the terms and conditions set forth above, for Buyer. Buyer shall fully cooperate with Seller or with Seller's designated lender in applying for such mortgage. If Seller is unable to obtain such a mortgage for Buyer within said twenty (20) day period, then this Rider and the Purchase Agreement shall be terminated and all monies deposited shall be returned to Buyer.
  - b) If Buyer owns a home and this Rider and the Purchase Agreement are not subject to closing of said home, the Buyer's commitment must indicate that Buyer is qualified without selling said home.
- 19. Miscellaneous:**
  - a) Except insofar as any provision of this Rider relates to requirements for marketable title to the Property in other states, this Rider shall be deemed made and entered into and shall be interpreted and construed under the laws of Florida, excluding its choice of law provisions.
  - b) Time is of the essence under this Rider.
  - c) If more than one party executes this Rider as "*Buyer*", each executing party shall be jointly and severally liable for all agreements, covenants, understandings, releases, representations and warranties in this Rider.
  - d) Seller may assign this Rider without the consent of Buyer. This Rider is binding upon each of the parties and their heirs, successors, personal representatives and permitted assigns.

- e) The covenants, warranties and representations in this Rider are intended to survive the Possession Date, delivery of the Deed and to continue in effect for all times after Closing.
- f) Any dispute arising under or in connection with this Rider and any claim affecting its validity, construction, effect, performance or termination (collectively "*Claim*") shall be resolved exclusively by the Federal or State Courts in the judicial district where the Property is located, the jurisdiction of which the parties hereby irrevocably submit. Both Buyer and Seller hereby waive any rights each may have to request a trial by jury. Further, Buyer expressly rejects all mediation, arbitration and other alternative dispute resolution procedures. Seller has the right to seek injunctive relief in the county of jurisdiction in which the Property is located.
- g) Buyer will rely on Buyer's own inquiry with the local sheriff's office or other authority as to registered sex offenders in the area, and will not rely on Seller or any real estate agent involved in the transaction for such information.

**20. Notice:** All notices required or permitted under this Rider shall be in writing, and shall be personally delivered or mailed by certified or registered mail or by reputable courier service, return receipt requested, to the respective parties at the addresses indicated below. Any notice by certified or registered mail or by reputable courier service which provides written evidence of delivery, shall be deemed to have been given on the third 3<sup>rd</sup> day after such notice is mailed or upon receipt, whichever occurs first.

Notice Address:

LEXICON RELOCATION, LLC,  
d/b/a STERLING LEXICON  
815 South Main Street  
Jacksonville, FL 32207  
Attn: Legal Department

To BUYER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller: Lexicon Relocation, LLC,  
d/b/a Sterling Lexicon

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
By: Date Buyer Date  
Suzanne Tobin

\_\_\_\_\_  
Listing Agent Date Selling Agent Date  
Michael Wilson



**You have advised Lexicon your home was built ON or AFTER January 1, 1978  
Complete this form and return to Lexicon**

**RECORD TITLE HOLDER'S  
STATEMENT REGARDING CONSTRUCTION**

I/We, *william and Belisha Bessicks* am/are the record title holder(s) for the property located at 138 Green Forest Drive, Middletown, US-DE, 19709 USA, and confirm that this property was constructed on or after January 1, 1978.

Signed by:  
*William Bessicks*  
82C2274D591D4CC...  
Signature

05/13/2026  
Date

Signed by:  
*[Handwritten Signature]*  
DF589B1163854CB...  
Signature

05/13/2026  
Date