

ADDENDUM TB TO OFFER TO PURCHASE

This Addendum TB is made part of the Offer to Purchase dated _____ (“Offer”) and signed by Buyer _____ with respect to the Property at _____, WI (the “Property”). Together, the Offer to Purchase and this Addendum are referred to herein as the “Offer” and shall be read as one agreement. If there are any conflicts or inconsistencies between the Offer to Purchase and this Addendum, the Addendum shall control.

- Buyer is made aware that Seller may continue to show and hold open houses on property until closing.
- Seller will not provide a “gap” endorsement or equivalent gap coverage. If Buyer desires gap coverage, Buyer shall obtain gap coverage at its own expense.
- Buyer is advised that the current market demand for new homes, together with upgrades selected by Buyer, may result in an agreed upon Purchase Price for the Property that exceeds the value of the Property determined by an appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer shall be obligated to pay the difference between the appraised value and the Purchase Price to Tycore at closing.
- If the subdivision has a Cluster Box Unit (CBU), the lot owners associated with the designated CBU are joint owners of the specified CBU structure and its foundation. The owners, not the Seller or Tycore, shall maintain the CBU. If the owners do not keep the CBU in a good state of repair, the municipality may charge the lot owners for the shared cost of repairs or replacement.
- Buyer shall pay for all street improvements (such as road surfacing and installation of curbs, gutters and sidewalks) occurring on or after this Offer is duly executed. Before executing this Offer, Seller recommends that Buyer contact the municipality to inquire about projected costs and timeframes for such improvements. Seller also cautions that some municipalities may install a temporary road surface or require sidewalk installation shortly after Buyer occupies the property, each of which would be a cost to Buyer.
- Yard will be ROUGH-GRADED only. If this purchase is for a contracted home Seller/Buyer will have the lot rough-graded but Buyer will pay for: 1) Any fill that may need to be added to the site (including trucking costs), and 2) Any trucking and dumping fees associated with removing fill from the site. Buyer is responsible for any topsoil needed, final grade, landscaping and retaining wall [if applicable]. Tycore does not warranty any ground settling.
- Buyer acknowledges that Buyer is solely responsible for all grading and stormwater drainage issues at the Property. The land on all side and rear lot lines of the Property shall be graded by Buyer and maintained by the abutting property owners to provide for adequate drainage of surface water. Buyer shall be responsible for cooperating with the owners of any parcels adjacent to the Property with respect to grading and stormwater drainage issues. Buyer agrees to hold Tycore harmless from any claims relating to grading and/or stormwater drainage for the Property, including but not limited to claims involving the infiltration of stormwater into any improvements on the property. In addition, Buyer agrees to indemnify Tycore and its members, contractors, and affiliates with respect to any claims by third parties relating to grading and/or stormwater drainage for the Property.
- Concrete slabs are free floating. Because these slabs are not a structural/load-bearing element of the home, they are excluded from coverage under the structural warranty. Concrete Flatwork is not covered under Tycore’s warranty.
- If a subdivision has existing curbs and gutters, Seller will install a concrete driveway (if not already in place) extending from the garage to the curb along with a concrete service walk from the front porch to the side of the driveway. If the property has a 3-stall garage, the driveway will begin with a width equal to 3 stalls and taper to a width of 2 stalls.
- If a subdivisions does **not** have existing curbs and gutters, Seller will install a concrete apron (if not already in place) extending about 18 feet out from the garage (at a width even with the garage door) along with a concrete service walk from the front porch to the side of the driveway apron.
- Buyer acknowledges that it is normal for concrete to chip, crack or both and that salt from a vehicle may damage concrete. Buyer further acknowledges that it can preserve the concrete by sealing it with a sealer on a regular basis.
- Grading and concrete work are weather dependent (both in terms of precipitation and temperature). Accordingly, rough grading and exterior concrete flatwork may not be completed before closing. If so, rough grading and exterior concrete

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flatwork will be completed as soon as reasonably practicable (subject to weather and subcontractor schedules) but in no event later than July 1 of the following year.

- Air conditioning units, if applicable, will be placed in the garage prior to closing but cannot be installed when temperatures are below 70 degrees. HVAC subcontractors will install, connect and test the system as soon as reasonably practicable (subject to weather and subcontractor schedule) but in no event no later than July 1 of the following year.
- Buyer and Seller shall pay their pro rata share of real estate taxes for the year in which the closing takes place. Said taxes shall be calculated by multiplying the current year's mill rate by the assessor's projected assessment for the current year. If the current year's mill rate has not been established, the prior year's mill rate shall be used.
- Seller makes no representations or warranties about future zoning and development plans for the Property and its surrounding area. Buyer assumes all risks and responsibilities related to future zoning and development of the Property and its surrounding area.
- Seller will conduct a final walk-through inspection of the Property with the Buyer to answer questions and ensure that the workmanship and improvements are in good repair..
- Seller will warrant all mechanical, structural and component parts for 1 Year from the date of closing (although some manufacturer's warranties could extend longer). All references to Builder's 1 Year Warranty in Offer are as defined in the Tycore Home Owner's Manual. Concrete flatwork is not covered under Tycore's Warranty. Notwithstanding anything contained in the Offer, this Addendum, or the Tycore Home Owner's Manual to the contrary, no warranties or guarantees provided to Buyer by Tycore may be transferred or assigned by Buyer without the express written consent of Tycore.
- At closing Seller will provide Buyer a closing package containing warranty and maintenance related items.
- **SELLER IS A LICENSED BROKER IN WISCONSIN: SELLER ALSO HOLDS AN OWNERSHIP INTEREST IN BOTH TYCORE BUILT & MICOLEY.COM.**

BUYER

Buyer Initials Date

Buyer Initials Date

Buyer Phone and Email

Buyer Phone and Email

SELLER

Seller Initials Date