Condominium Home (Completed)

Rider to WB-14 Residential Condominium Offer to Purchase

This Rider ("Rider") is made a part of the WB-14 Residential Condominium Offer to Purchase ("Offer") to which it is attached. The terms of the Offer shall remain in full force and effect, unless modified by this Rider. The Offer and this Rider together shall constitute and be construed as a single document, referred to as "this Agreement". Any terms herein (capitalized or not) as defined in the Offer shall have the definitions given to them in the Offer; however, in the event any provision in this Rider conflicts with or contradicts any provision in the Offer, then the provision in this Rider shall control and supersede the provision contained in the Offer. Other terms used but not defined in this Agreement shall have the meanings set forth in the Declaration of Condominium for the Property (the

1. Property. The Property consists of Unit No. (the "Unit") in Building No. (the "Building") (collectively, the "Property") and is located in the Chapman Villas Condominium ("Neighborhood"). The Unit includes those Standard Features shown on **Exhibit A** attached.

2. Disclosure Materials. By execution of this Agreement, Buyer acknowledges receipt of the Disclosure Materials, as defined by Chapter 703 of the Wisconsin Statutes, for the Condominium. Buyer shall have five (5) business days from receipt of the same to cancel this Agreement in writing. Buyer's acceptance of the deed to the Unit is Buyer's confirmation that it will abide with and conform to the covenants, conditions and restrictions contained therein. Lines 149 through 175 of the Offer are deleted in their entirety.

3. Property Condition Report/Reliance. Lines 231 through 304 of the Offer are deleted in their entirety. Buyer acknowledges that Seller has never occupied the Property. Buyer hereby waives right to receive any Real Estate Condition Reports pursuant to Section 709.08 of the Wisconsin Statutes. Therefore, Seller will not provide Buyer with a property condition report for the Property. Buyer further acknowledges that in purchasing the Unit, Buyer has relied solely on Buyer's own independent inspection of the Unit.

4. Working Capital Reserve Deposit. As required under the Declaration, Buyer will deposit with the Association $544.00, which equals two (2) months of condominium association dues, on the date of closing and this deposit shall not be subject to any proration. This payment is the contribution to the working capital reserve fund and will be used by the Association as provided in the Declaration. This deposit does not constitute the payment of any outstanding or future assessments, which remain due and payable under the Declaration, and does not constitute any additional earnest money under this Agreement.

5. Special Rules for Proration of Taxes. Lines 491 through 498 and lines 503 through 507 are deleted in their entirety. At closing, real estate taxes for the Unit will be prorated based on one of the following criteria:

   (a) The current year's taxes, if known; or

   (b) If the current year's taxes are unknown, taxes will be prorated based on the current year's assessment of the Unit multiplied by the previous year's tax rate multiplied by the assessment ratio; or

   (c) If the current year's assessment is unknown, and the Unit will be assessed separately from the Condominium, taxes will be prorated based on the previous year's assessment of the Property multiplied by the tax rate multiplied by the assessment ratio; or

(d) If the Unit is not assessed individually by the municipality, then Buyer **will not** receive a credit at closing from Seller for the real estate taxes. Instead Buyer will credit to Seller real estate taxes prorated from the date of closing to the end of the year. Seller will then be responsible for the payment of the real estate taxes for the Unit for the year of closing. The amount used for the proration required by this subsection (d) will be based upon the purchase price of the Unit at closing multiplied by the previous year's tax rate.

Real Estate taxes **will not** be re-prorated after the final tax bills are issued.

6. Earnest Money. Buyer acknowledges and agrees the terms and conditions for Buyer's payment of earnest money ("Earnest Money"), and the terms and conditions for disbursement of the Earnest Money are set forth in Lines 68-100 of the Offer and this Rider. The Earnest Money shall be held in the trust account of Bielinski Homes, Inc. Notwithstanding the terms of the Offer, the Earnest Money shall be deemed to be converted to a non-refundable down payment upon Buyer's waiver of all of Buyer's contingencies. The Earnest Money shall be credited to Buyer against the purchase price at closing, or otherwise disbursed as provided in the Offer.

7. Upgrades and Options. The Upgrades/Options listed on **Exhibit A**, which is attached hereto and incorporated herein, are included in the Purchase Price. Buyer shall not be permitted to make any changes or revisions to the layout, floor plan, materials or colors of any component of the Unit prior to closing.

8. Notices Regarding Construction Activities.

(a) Buyer agrees that the direction and supervision of the working forces, including subcontractors, rest exclusively with the Seller, and Buyer agrees not to issue any instructions to or otherwise interfere with the same. Buyer further agrees not to negotiate for additional work with the subcontractors or to engage other Sellers or subcontractors except with the Seller's prior written approval and in such manner as will not interfere with the Seller's completion of work under this Agreement. If Buyer has additional work done to the Property without Seller's prior written approval, Seller may, at its discretion, require removal of the additional items at Buyer's expense. Slight deviations from plans and specifications shall be construed as substantial compliance with this Agreement. Buyer is aware that any and all materials, lumber, drywall, etc. and/or equipment brought to or left on the jobsite are the property of the Seller/Subcontractor/Material Supplier and are not to be considered property of Buyer.

(b) Buyer acknowledges that certain portions of the Common Elements and other Units and their appurtenant Limited Common Elements may not be completed on or before the closing and that construction activities may continue at the Condominium after the closing. Construction activities by their nature create dust, noise and/or other disturbance. Buyer consents to such construction activities.

(c) Buyer shall, upon reasonable advance notice to Seller and at reasonable times during working hours, have the right to access the Unit and inspect the work; provided, however, that Buyer is accompanied by a representative of Seller during said inspection. At no time before Closing shall Buyer be permitted on the Property without being accompanied by a representative of the Seller. At no time shall any persons under the age of sixteen (16) be allowed on the Property. Buyer shall be responsible for any damage to real or personal property arising out of said inspections and Seller shall not be responsible for any injury to Buyer or any representative of Buyer arising out of said inspections.

(d) Seller subcontracts its electrical, plumbing, heating/air conditioning and structural component work to qualified subcontractors. The modification of any portion of the Building by Buyer, although seemingly easy and harmless, may actually delay occupancy or add additional costs to the Building. Municipalities require permits and licensed contractors

to perform such work. Inspectors make inspections of such work for safety purposes and to ensure that the work is completed according to local and state codes. Any tampering with Seller's work will result in unnecessary delays due to code, safety and/or licensing violations. Additionally, any warranty on such work will be null and void as a result of such tampering. Any callbacks to repair or replace any work tampered with shall result in additional charges to the Buyer in an amount equal to the cost of such repairs/replacements plus 25% of such costs. Any and all work that is to be performed by the Buyer must have prior written approval from Seller.

(e) To the fullest extent permitted by law, and notwithstanding any other contrary provision in this Agreement, Buyer agrees to indemnify, defend, and hold Seller, it officers, directors, employees, agents, successors, and assigns harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses, including, but not limited to, attorneys' fees, that Buyer, or any agent or invitee of Buyer, had, has, or may in the future have that are attributable to personal injury, bodily injury, or injury to or destruction of real or personal property, including loss of use thereof, arising out of, relating to, or in any way connected with Buyer's, or any agent or invitee of Buyer, presence in, access to, or inspection of the Unit, without or without notice to Seller in accordance herewith and regardless of whether Buyer, or any agent or invitee of Buyer, was accompanied by a representative of Seller, at any time during construction of the Unit and before Buyer takes possession and occupancy of the Unit in accordance with this Agreement.

9. Sale of Buyer's Property Contingency. Lines 459 through 465 of the Offer are deleted and replaced with the following: This Agreement is contingent upon the sale of Buyer's property located at unk, unk, WI unk within ninety (90) days from the date of acceptance of this Agreement. Buyer is required to supply Seller with evidence of the closing and conveyance of Buyer's property within this time period and at such time this contingency shall be deemed waived. If construction of the Property has not commenced, Buyer acknowledges Seller will not begin construction of the Property until this contingency is removed. In the event Buyer is unable to supply evidence acceptable to Seller of the sale of Buyer's property within this time period, Buyer may, in order to induce Seller to begin construction of the Building, waive this contingency in writing and also deposit an additional $10,000 to be added to the down payment. Such $10,000 will be credited to Buyer at the time of Closing. If the transaction contemplated under this Agreement does not close because of Buyer for any reason, this additional down payment shall become **non-refundable** and shall be retained by Seller.

Buyer shall provide Seller with written evidence that Buyer has listed the property subject to this sale contingency with a broker licensed by the state in which such property is located ("Listing Evidence") within fifteen (15) days from the date of acceptance of this Agreement. In the event Buyer fails to provide the Listing Evidence within said 15-day period, Seller may, at any time after said 15-day period expires but before Buyer provides the Listing Evidence, provide Buyer with written notice terminating this Agreement and then this Agreement shall be null and void and only the Earnest Money shall be returned to Buyer. With the exception of the Earnest Money, Seller shall retain any and all down payments in all instances.

10. Financing Contingency. Lines 378 through 400 and line 458 of the Offer are deleted in their entirety and replaced with the following: This Agreement is contingent upon Buyer being able to obtain a pre-approval letter to Seller for a first mortgage loan commitment as described below, within three **(3)** business days of acceptance of this Agreement. The financing described in the pre-approval shall be in an amount of not less than $$0.00 for a term of not less than years at a rate not to exceed 7.00%. If Buyer does not supply evidence of Buyer's pre-approval letter within this 3 business day period, this contingency is automatically waived unless Seller terminates this Agreement within ten (10) days after expiration of this contingency and upon written notice to Buyer and then Seller shall refund only the Earnest Money. With the exception of the Earnest Money, Seller shall retain any and all down payments in all instances.

This Agreement is also contingent upon Buyer being able to obtain a first mortgage loan commitment as described below, within thirty **(30)** days of acceptance of this Agreement. The financing selected shall be in an amount of not less than $$0.00 for a term of not less than years at a rate not to exceed 7.00%. If Buyer does not supply evidence of Buyer's financing commitment letter within this 30 day period, this contingency is automatically waived unless Seller terminates this Agreement within ten (10) days after expiration of this contingency and upon written notice to Buyer and then Seller shall refund only the Earnest Money. With the exception of the Earnest Money, Seller shall retain any and all down payments in all instances.

11. Buyer Orientation. Prior to closing, Seller or Seller's representative will conduct a Pre-Occupancy Inspection of the Property with Buyer and identify any items that may need attention. Approximately three (3) days prior to closing, Seller or Seller's representative will conduct a final inspection of the Property with Buyer and Buyer will be required to sign off that the Property is complete. In the event certain items are not complete, i.e., an item is on backorder, Buyer agrees to sign a closing exception form and Seller agrees such items will be completed in a timely manner after Closing. At such meeting, Seller or Seller's representative will also conduct an orientation on the home as to its features and functions. In the event certain items are not complete by Closing, Buyer agrees that no amounts will be placed in escrow for these items. Buyer agrees that items not completed by Closing shall not limit Seller's right to final payment of the Purchase Price at Closing.

12. Possession, Occupancy and Closing. Seller shall have the exclusive possession and control of the Property until all sums due Seller under this Agreement have been paid to Seller at Closing. Under no circumstances will title and occupancy be granted to Buyer prior to Closing. **If the Property subject to this Agreement does not have an occupancy permit as of the date of this Agreement, closing shall be on a date that is on or before the fifteenth (15th) day after Seller provides notice to Buyer that the occupancy permit for the Property has been issued. If the Property subject to this Agreement has been granted an occupancy permit prior to the date of this Agreement, closing shall be on or before the date inserted on lines 60-61 of the Offer.** Failure to close at such time shall constitute a material breach of this Agreement and Seller may, at its option and without prejudice to any other remedies it may have, terminate this Agreement **or** charge Buyer $100.00 every day after the Closing was supposed to take place until the date of actual Closing, which amounts shall be added to the Purchase Price and paid at Closing.

Buyer acknowledges that Seller shall not be required to order any appliances or commence any work or repairs to the Property until such time as Buyer has waived all of its contingencies. Seller shall be afforded ample time to deliver such appliances or complete such work or repairs and Buyer acknowledges that such matters may occur after closing.

13. Warranty. The Building shall be warranted by a One (1) Year Limited Warranty and a Ten Year (10) Year Structural Warranty or balance thereof, both of which are more particularly described in the Bielinski Warranty & Maintenance Manual for Homeowners and incorporated herein by this reference. Seller shall perform a walkthrough of the Building at four (4) months and eleven (11)

months after Closing to identify any defects that Buyer contends are covered by either of the foregoing warranties.

BY SIGNATURE HERETO, BUYER ACKNOWLEDGES THAT THE WARRANTIES PROVIDED IN THE BIELINSKI WARRANTY & MAINTENANCE MANUAL FOR HOMEOWNERS AND REFERENCED HEREIN SHALL NOT INCLUDE AND SPECIFICALLY EXCLUDES ANY WARRANTY FOR EXTERIOR CONCRETE FLATWORK WHICH INCLUDES BUT IS NOT LIMITED TO DRIVEWAYS, SIDEWALKS, WALKWAYS, STOOPS OR PATIOS. SELLER SHALL NOT AND WILL NOT WARRANT EXTERIOR CONCRETE FLATWORK.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER. BUYER'S SOLE REMEDY FOR A DEFECT IN CONSTRUCTION, MATERIAL OR DESIGN DEFECT SHALL BE THE RIGHTS AND REMEDIES CONTAINED IN THE ONE (1) YEAR LIMITED WARRANTY AND TEN (10) YEAR STRUCTURAL WARRANTY.

BUYER WAIVES ANY AND ALL CLAIMS FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO A BREACH OF A WARRANTY, THE CONTRACT OR TO THE SALE, DESIGN OR CONSTRUCTION OF THE BUILDING AND BUYER WAIVES ANY AND ALL CLAIMS RELATING TO EXTERIOR CONCRETE FLATWORK.

By signing this Agreement, Buyer(s) acknowledge that they will receive copies of the One (1) Year Limited Warranty, Ten (10) Year Structural Warranty and the Bielinski Warranty & Maintenance Manual for Homeowners within ten (10) days of Closing. If requested by Seller, Buyer shall execute a confirmation statement and/or waiver pertaining to the exclusion of exterior concrete flatwork from Seller's warranty.

In the event there is any conflict between this Rider and the Bielinski Warranty & Maintenance Manual for Homeowners, the language of this Rider shall control, prevail and supersede the language of the Bielinski Warranty & Maintenance Manual for Homeowners.

14. **NOTICE CONCERNING CONSTRUCTION DEFECTS**

WISCONSIN LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED YOUR DWELLING OR COMPLETED YOUR REMODELING PROJECT OR AGAINST A WINDOW OR DOOR SUPPLIER OR MANUFACTURER. SECTION 895.07(2) AND (3) OF THE WISCONSIN STATUTES REQUIRES YOU TO DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE BEFORE YOU FILE YOUR LAWSUIT, AND YOU MUST PROVIDE YOUR CONTRACTOR OR WINDOW OR DOOR SUPPLIER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR REMEDY THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR WINDOW OR DOOR SUPPLIER. ALL PARTIES ARE BOUND BY APPLICABLE WARRANTY PROVISIONS.

After Closing, Seller and Buyer agree to comply with Wisconsin Statute 895.07 with regards to requirements of Notice and the Right to Cure before commencing any formal proceeding to resolve the dispute. Buyer acknowledges that a copy of the State of Wisconsin brochure of Notice and Right to Cure has been given to the Buyer at the date that this Agreement is signed.

Notwithstanding anything to the contrary in the Agreement, Seller shall not be obligated to replace or repair any Defect, as defined below, or pay for the replacement or repair of the same if such Defect is caused, in whole or in part by: (i) Buyer's improper or insufficient maintenance of the Building, Unit or other improvements or improper or insufficient maintenance or operation of any of the Building's or Unit's systems; (ii) natural occurrences beyond Seller's control; (iii) an act or omission of Buyer or any third parties not under Seller's control, including, but not limited to, work performed by the Buyer or by Buyer's subcontractors; or (iv) normal wear and tear and normal usage.

In the event of an alleged construction or design defect arising out of or relating to the Agreement, including, but not limited to, breach of warranty, incomplete work, or any other condition of the Building or Unit (the "Defect"), Buyer shall notify Seller through written notice of any such Defect, regardless of the cause or source, promptly upon Buyer's discovery of the Defect. Buyer shall thereafter provide Seller with reasonable access during normal working hours to the Building and/or Unit for the purpose of investigating, testing and examining the Defect. If the Defect is covered by the Seller's warranty then Seller shall be given reasonable access to the Building and/or Unit and a reasonable amount of time to, at Seller's sole option, replace or repair the Defect. The replacement or repair of the Defect shall be Buyer's sole and exclusive remedy for a Defect. Buyer waives any and all incidental and consequential damages arising out of or relating to a Defect. Any corrections or repairs undertaken by Seller shall be in compliance with the MBA Construction Industry Quality Standards.

15. Microorganisms. Microorganisms, including, but not limited to, mold, mildew, spores, or any other form of fungi or bacteria, and any chemical or toxin secreted therefrom, ("Microorganisms"), occur naturally in the environment and may be present, during or after construction, in the indoor air of the Unit, on the interior surfaces of the Unit including, without limitation to, wall cavities, attics, windows, basements, and/or on the exterior surfaces of the Unit, or any part thereof. Concentration of moisture in the Unit may result from cooking, showering, or similar activities inside the Unit, the outside atmosphere, and/or the design, construction means and methods, and/or the Unit materials used in the construction of the Unit. This moisture may cause the growth, release, discharge, dispersal, or presence of Microorganisms which, at certain levels, may cause deterioration of Unit materials, damage to property, health hazards, personal injuries and/or other irritant effects such as, without limitation to, skin irritation, respiratory problems and/or allergic reactions. Likewise, concentrations of radon released from soil or chemicals released from household furnishings, appliances, mechanical equipment, personal possessions, or Unit materials may, at certain levels, create health hazards and/or other irritant effects such as, without limitation to, skin irritation, respiratory problems, and/or allergic reactions. Because Microorganisms and radon occur naturally in the environment, Seller cannot eliminate the possibility that radon may be present or that Microorganisms may grow in, on, or about the Unit. Buyer may minimize these effects by proper utilization and maintenance of heating, cooling, dehumidification, and/or ventilation equipment and interior maintenance and cleaning.

To the fullest extent permitted by law, and not withstanding any other contrary provision in this agreement, Buyer fully, finally, and forever releases and discharges, and further agrees to indemnify and defend, Seller, its successors and assigns, subcontractors, material suppliers and the officers, employees, agents of each of them, from and against any and all claims, obligations, demands, damages, causes of action, liabilities, losses, and expenses, including actual attorneys' and expert fees, whether now known or hereafter known, foreseen or unforeseen, that Buyer or any occupant of the unit had, has, or may have in the future, in law or in equity (the "claim") that are attributable to (1) bodily injury, sickness, emotional distress, disease, death, or any other personal injury or adverse health effects, or (2) injury to or destruction of tangible real or personal property, including loss of use thereof, arising out of, relating to, or in any way connected with, the indoor air of or moisture in the unit or the presence of any microorganisms or radon, or any chemical or toxin secreted therefrom, in the indoor air of the unit, on the interior surfaces of the unit, including, without limitation to, wall cavities, the attic, windows, and the basement, or on the exterior surfaces of the unit, or any party thereof, whether or not the claim is caused by, in whole or in part, Seller's breach of the agreement, Seller's breach of warranty, if any, or any act or omission of Seller, its subcontractors or material suppliers, including, but not limited to, Seller's, or its subcontractors' or material suppliers', construction means and methods, material selection, material installation, and/or design services, if any. Seller makes no express or implied warranty of habitability, merchantability, fitness for a particular purpose, or good workmanship as to unit materials and/or construction means and methods with regard to indoor air quality of the unit or the presence of microorganisms, radon, or chemicals including, without limitation to, any chemical or toxin secreted therefrom, in, on, or about the unit.

Buyer acknowledges that Buyer has been informed of such effects and Buyer assumes all risks of damage, bodily injury, personal injury, or destruction of or injury to real or personal property that may arise as a result of or in any way connected with the indoor air quality of the unit or the presence of microorganisms, radon, or chemicals in, on, or about the unit.

Buyer has not relied on any representations of Seller or any agent of the Seller regarding Microorganisms other than those contained in this Agreement

16. Conspicuous. Paragraph 16 hereof contains provisions relating to air quality in the Unit, including, but not limited to, the presence of Microorganisms in, on, or about the interior and exterior of the Unit, and these provisions conspicuously and clearly advise Buyer of the potential personal injury and property damage associated with Microorganisms and conspicuously and clearly identify what Microorganism claims Buyer is releasing.

17. Seller's Sales Activities. Seller reserved in the Declaration the right to maintain on the Condominium (excluding the Unit), signs, lighting, sales and administrative offices and model units.

18. Buyer Acknowledgment. Buyer acknowledges that Frank Bielinski and Paul Bielinski are licensed by the State of Wisconsin as a real estate broker and real estate salesperson and have an ownership interest in the Unit.

19. Common Element Interest Adjustment. Buyer consents to the adjustments in the percentage of the undivided interest in the Common Elements related to Unit, as provided in the Declaration, if and when additional property is submitted to such Declaration.

20. Non-Assignable. This Agreement is not assignable by the Buyer unless prior approval is obtained from Seller.

21. Copyright Protection. Buyer acknowledges that the designs, plans, specifications, drawings and/or blueprints for the Unit and Building (the "Plans") are owned by Seller or an affiliate of Seller and that the Plans are protected under copyright laws. Any further use, reproduction or transmission of the Plans, in any form or by any means, by Buyer without the prior written consent of Seller is strictly prohibited.

22. Attorney Fees. In the event that any action is filed relating to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all of the sums that either party may be required to pay, a reasonable sum for the successful party's costs and attorney's fees.

23. Interpretation. This Agreement has been drafted, negotiated and entered into by each party with each having the opportunity to seek the advice and consultation of independent counsel regarding the terms of this Agreement and the legal consequences thereof. Accordingly, this Agreement shall not be construed against one party or the other based on which party drafted any portion thereof. This Agreement may be amended only by written instrument and signed by both Seller and Buyer. The invalidity of any provision hereof shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of this Agreement; all of the terms of this Agreement are severable.

24. Image Release. The undersigned buyer(s) of the Property, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant Bielinski Homes, Inc.

("Bielinski") the following permissions and rights in connection with photographs, video, film and/or digital images of the exterior of the building constructed on the Property and surrounding landscaping taken by Bielinski prior to and subsequent to the date hereof (collectively, the "Images"):

1. To use and reuse the Images on Bielinski's website.

2. To use, reuse, distribute and exhibit, in any manner, the Images, in whole or in part, either by themselves or in conjunction with other Images, in such medium and for any purpose whatsoever related thereto, including without limitation, all print, broadcast, internet, promotional and advertising uses, commercial uses, and other trade purposes.

3. To copyright the Images in conjunction with their use as permitted herein.

Without limitation, the undersigned expressly consent to all Images taken by Bielinski at any time prior to and subsequent to the date hereof.

The undersigned hereby forever release and discharge Bielinski, its shareholders, directors, officers, employees, contractors, and agents from any and all claims relating to Bielinski's taking and use of the Images as permitted herein. This release shall inure to the benefit of the successors and assigns of Bielinski. The undersigned hereby waive any right to inspect and/or approve the finished product that may be used by Bielinski hereunder, the specific use to which it may be applied, or to any proceeds which might be derived therefrom.

25. Email. Buyer and Seller agree that email transmission shall be an acceptable and effective form of delivery of documents and written notices under this Agreement to the following email address:

Buyer: Seller: contracts@bielinski.com

26. Continued Marketing. Lines 466 through 477 of the Offer are deleted in their entirety. Seller may continue to market the Property and accept secondary offers. If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of all of Buyer's then outstanding contingencies within 72 hours of Buyer's receipt of said notice, this Agreement shall be null and void.

In the event Buyer wishes to have Seller stop the continued marketing of the Property, Buyer shall pay Seller $5,000 within two (2) business days of acceptance of this Agreement by both parties (the "Marketing Cessation Payment"). Buyer acknowledges and agrees the Seller's continued marketing of the Property will not cease unless and until Seller receives the Marketing Cessation Payment. Buyer acknowledges and agrees the Marketing Cessation Payment shall not be considered additional earnest money or made part of the Non-Refundable Deposit under Section 7 of this Rider. Buyer further acknowledges the Marketing Cessation Payment shall be fully non-refundable to Buyer if this transaction fails to close for any reason whatsoever. The parties acknowledge and agree the Marketing Cessation Payment, if paid by Buyer, shall be credited against the purchase price at closing.

27. Recording/Title Matters. Notwithstanding line 518 of the Offer, the recordation of the deed conveying the Property to Buyer shall be recorded at Buyer's cost. Lines 527 through 532 of the Offer are deleted in their entirety.

28. FIRPTA. Lines 652 through 681 of the Offer are deleted in their entirety. Seller represents that Seller is a Non-Foreign Person.

29. Avid Ratings. Bielinski Homes, Inc. wants its customers to be completely satisfied with their new home purchase experience. As part of Bielinski's ongoing commitment to provide the highest level of service, Bielinski appreciates Buyer's participation in a series of Customer Experience Assessment surveys by email or text from independent research firm Avid Ratings ("Avid").

Buyer acknowledges that it has provided Seller with Buyer's email and/or mobile telephone number. By signing this Agreement, Buyer agrees to a) receive emails from Seller and/or Avid on behalf of Seller related to said surveys and Buyer's purchase; and, b) receive autodialed text messages from Seller and/or Avid related to said surveys and Buyer's purchase. Any and all communication with Buyer shall be done in a manner that is consistent with federal and state law, including the Federal Telephone Consumer Protection Act.

Buyer can withdraw its consent to further messages at any time through the applicable unsubscribe mechanism for emails and Buyer may opt-out of automated calls and texts at any time (by replying STOP to any Avid text message), and that such opt-outs will be communicated to Avid immediately by Buyer to ensure Avid complies with any obligations under state and federal law, including the Federal Telephone Consumer Protection Act. Avid can also be contacted at 1-800-851-5823 or email at support@avidratings.com.

Buyer hereby further grants Seller and Avid along with the domain of avidratings.com the right to use, display, copy, distribute, and make derivative works of any and all data provided to Avid (including any text, graphic, audio, video, or other content) in relation to the services provided by Avid, including Buyer's information (the "Customer Data"). Avid may use Customer Data for any purpose, including, but not limited to, enabling Avid to offer and perform Avid's services; promote and encourage participation in its surveys; improve, and enhance any additional statistics; comply with any applicable laws; and for Avid's own transfer of the Customer Data, in original, modified, or aggregated form.

Buyer further understands that its information will be used as described herein and Seller's privacy policy available at https://www.bielinski.com/Privacy-Policy.aspx and Avid's privacy policy, as applicable, available at https://www.avidratings.com/privacy-policy/.

BUYER(S):

_____

_____

Exhibits attached hereto and incorporated herein:
Exhibit A - Condominium RediHome Report
Exhibit B - N/A
Exhibit F - N/A
Exhibit G - Right to Cure Brochure
Exhibit H - COA Budget
Exhibit I - Promotion, if applicable

Preprinted portions of this Rider were prepared by Attorney Dino Antonopoulos, Antonopoulos Legal Group LLC, 740 Pilgrim Parkway, Suite 206, Elm Grove, Wisconsin 53122 (262) 649-5572.