LICENSEE DRAFTING THIS OFFER ON
(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [DATE] IS (AGENT OF BUYER)

GENERAL PROVISIONS
The Buyer,

offers to purchase the Property known as [Street Address] ___________________________ in the City of ___________________________, County of ___________________________________, Wisconsin (Insert additional description, if any, at lines 453-459 or 533-541 or attach as an addendum per line 532), on the following terms:

PURCHASE PRICE: ___________________________ Dollars ($_______)

EARNEST MONEY of $____________________________________ accompanies this Offer and earnest money of $_____
will be mailed, or commercially or personally delivered within _______ days of acceptance to listing broker or

THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items:

__________________________________________________

NOT INCLUDED IN PURCHASE PRICE:

CAUTION: Identify Fixtures that are on the Property (see lines 365-373) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

ACCEPTANCE: Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE: This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before ___________________________. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS: TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (□) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES: Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 34-50.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 35 or 36.

Seller's recipient for delivery (optional):

Buyer's recipient for delivery (optional):

(2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: _______ Buyer: _______

(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 35 or 36, for delivery to the Party's delivery address at line 43 or 44.

(4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at lines 35 or 36, for delivery to the Party's delivery address at line 43 or 44.

Delivery address for Seller:

Delivery address for Buyer:

(5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 49 or 50. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): ___________________________

E-Mail address for Buyer (optional): ___________________________

ZONING: Seller represents that the Property is zoned:

ZONING CLASSIFICATION CONFIRMATION: The Offer is contingent upon Buyer obtaining verification, at Buyer's expense, from applicable municipal or county officials confirming that the Property is zoned

________________________________________________________________________

(that the Property's zoning allows the following use:

________________________________________________________________________

STRIKE AND COMPLETE AS APPLICABLE) If Buyer is unable to obtain said verification within _______ days of acceptance, Buyer may, at Buyer's option, terminate this Offer by delivering written notice to Seller, accompanied by a copy of the verification unacceptable to Buyer, no later than _______ days after acceptance. If Buyer fails to terminate the Offer within the time provided, this contingency shall be deemed satisfied.
CLOSING PRORATIONS: The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- Current assessment times current mill rate (current means as of the date of closing)
- Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

CAUTION: Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

CAUTION: If Seller or Seller's tenant occupies the Property after closing or retains ownership of crops (see lines 18-23 and 365-377), consider an agreement regarding occupancy, escrow, insurance, utilities, maintenance, responsibility for and rights to unharnessed crops, farm operations, government programs and responsibility for clearing the Property of personal property and debris, etc.

RENTAL WEATHERIZATION: This transaction is exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). If not exempt, (Buyer) (Seller) [STRIKE ONE] ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

GOVERNMENT PROGRAMS: Seller shall deliver to Buyer, within ________ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreline zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within ________ (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

MANAGED FOREST LAND: All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us/.

PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 144-162 and 242-281) other than those identified in Seller's Real Estate Condition Report dated ___________ which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and

REAL ESTATE CONDITION REPORT: Wisconsin law requires owners of property which includes 1-4 dwelling units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: § 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may,
within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the Report form or consult with an attorney for additional information regarding rescission rights.

**FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

**CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

**USE-VALUE ASSESSMENTS:** The use-value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use-value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.

**FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a substantial conversion fee. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://datcp.wi.gov/ for more information.

**CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from a CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.

**SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

**DEFINITIONS**

- **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party’s recipient for delivery, if any, has the document or written notice physically in the Party’s possession, regardless of the method of delivery.

- **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

  a. Defects in the roof.
  b. Defects in the electrical system.
  c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.
  d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
  e. Defects in the well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns not closed/abandoned according to applicable regulations.
  f. Property is served by a joint well.
  g. Defects in the septic system or other sanitary disposal system, including an out-of-service system not closed/abandoned according to applicable regulations.
  h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If “yes”, the owner, by law, may have to register the tanks with the Department of Safety and Professional Services at P.O. Box 7970, Madison, Wisconsin, 53707, whether the tanks are in use or not. Regulations of the Department of Safety and Professional Services may require the closure or removal of unused tanks).
  i. An "LP" tank on the Property. (Specify in the additional information whether the tank is owned or leased).
  j. Defects in the basement or foundation (including cracks, seepage and bulges) or flooding, extreme dampness or wet walls; unsafe concentrations of mold or Defects in drain tiling or sump pumps.
  k. Property is located in a floodplain, wetland or shoreland zoning area.
  l. Defects in the structure of the Property.
  m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.

(Definitions Continued on page 5)

**INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

**NOTE:** Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
WELL WATER CONTINGENCY: This Offer is contingent upon Buyer receiving, no later than _______ days (after acceptance) a current report from a state-certified or other independent qualified lab that indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws regulating public water systems for safe human consumption, relative to the following substances: bacteria (total Coliform/E.coli) and ___________. (Note: if desired, insert other substances that may affect drinking water safety such as: nitrate, pesticides, atrazine, lead, arsenic, herbicides, etc. See DNR Web site at http://www.dnr.state.wi.us/org/water/dwg/printelp.htm). (Buyer) (Seller) STRIKE ONE *("prior to closing" if neither is stricken), a current report from a licensed well driller or a licensed pump installer competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the (code in effect at time of installation) (current code) STRIKE ONE *("code in effect at time of installation" if neither is stricken) and are not disapproved for current use. **Buyer** (Buyer's) (Seller) *("shall" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. **Seller** (Seller's) *("shall not" STRIKE ONE *("shall" if neither is stricken) have the right to cure. See lines 229-240 regarding contingency satisfaction and the right to cure.

CAUTION: If material, address water quantity requirements and aesthetic standards in a separate contingency at lines 453-459 or 533-541 or attach as an addendum per line 532.

WELL SYSTEM INSPECTION CONTINGENCY: This Offer is contingent upon Buyer receiving, no later than _______ days (after acceptance) a current written report from a licensed well driller or a licensed pump installer competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the (code in effect at time of installation) (current code) STRIKE ONE *("code in effect at time of installation" if neither is stricken) and are not disapproved for current use. **Buyer** (Buyer's) *("shall" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. **Seller** (Seller's) *("shall not" STRIKE ONE *("shall" if neither is stricken) have the right to cure. See lines 229-240 regarding contingency satisfaction and the right to cure.

ENVIRONMENTAL SITE ASSESSMENT: This Offer is contingent upon Buyer receiving, no later than _______ days (after acceptance) a written Environmental Site Assessment of the Property (see lines 354-364) prepared by a qualified independent environmental consultant of Buyer's choice, at Buyer's expense STRIKE ONE *("Buyer" if neither is stricken) which discloses no defects. For purposes of this contingency, a defect is defined as a material violation of environmental laws, a material condition liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. **Seller** (Seller's) *("shall not" STRIKE ONE *("shall" if neither is stricken) have the right to cure. See lines 229-240 regarding contingency satisfaction and the right to cure.

INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 164-175). This Offer is contingent upon qualified independent inspectors or independent qualified third parties conducting inspection(s) of the Property, and_________ *(list any Property components, mechanical systems, Fixtures, etc., to be separately inspected) and providing Buyer with a current written report no later than _______ days (after acceptance) a written report resulting from an authorized inspection performed provided they occur prior to the deadline at line 215. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party. **Seller** (Seller's) *("shall not" STRIKE ONE *("shall" if neither is stricken) have the right to cure the Defects. See lines 229-240 regarding contingency satisfaction and the right to cure.

CAUTION: Buyer should provide sufficient time for each initial and follow-up inspection.

These inspections may include, but are not limited to the structure and mechanical systems of all improvements, all operating equipment for both business and personal use (if included in purchase price), and any environmental conditions on or affecting the Property.

For purposes of this contingency only, a Defect means: (a) a structural, mechanical or other condition or determination that: (1) would have a significant adverse effect on the value of the Property including the operating equipment being purchased as part of the Property; (2) would pose a significant adverse effect on the health or safety of future occupants or persons working on the Property; or (3) would significantly shorten or have a significant adverse effect on the normal life of the Property or a component of it if not repaired, removed or replaced; or (b) contamination from the use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

CONTINGENCY SATISFACTION: Each contingency selected above (well water, well system, POWTS, Environmental Site Assessment, or inspection) shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the applicable report(s); or (2) the deadline for delivery of said report(s), delivers to Seller a copy of the report(s) and a written notice stating why the report(s) do(es) not satisfy the applicable standard set forth in the contingency(ies) selected.

NOTE: (2) is not applicable when Seller is providing report(s).
RIGHT TO CURE: If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering to Buyer a written notice of Seller's election to cure within 10 days of Buyer's delivery of Buyer's notice; (2) curing the Defects in a good and workmanlike manner which satisfies the standard set forth in the above-selected contingency; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report(s) and: (1) Seller does not have the right to cure or (2) Seller has a right to cure but: (a) Seller delivers notice that Seller will not cure or (b) Seller does not timely deliver the notice of election to cure. A POWTS Defect may be cured only by replacing the current POWTS or by replacing the current POWTS with the same type of system which meets the standard stated above, unless otherwise agreed to by the Parties in writing.

DEFINITIONS CONTINUED FROM PAGE 3

n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) or noncompliance with fence laws (see Wis. Stat. Ch. 90).
o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead or arsenic in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property. NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.
p. Presence of asbestos or asbestos-containing materials on the Property.
q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.
r. Dumpsites on the Property where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal.
s. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect infestations.
t. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the Property or a violation of applicable state or local smoke detector laws. NOTE: State law requires operating smoke detectors on all levels of all residential properties, and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. §§ 101.149 and 101.647).
u. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without required permits.
v. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
w. Notice of property tax increases, other than normal annual increases, or a pending property reassessment.
x. Remodeling that may increase the Property's assessed value.
y. Proposed or pending special assessments.
z. Property is located within a special purpose district, such as a drainage district, lake district or sanitary district, that has the authority to impose assessments against the real property located within the district.

aa. Proposed construction of a public project that may affect the use of the Property.

bb. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.

c. Other defects affecting the Property including, without limitation: lack of legal access; any land division involving the Property for which required state or local permits had not been obtained; livestock siting violations (Wis. Admin. Code Ch. ATCP 51); existing or abandoned manure storage facilities; production of methamphetamine (meth) or other hazardous chemicals on the Property; significant odor, noise, water diversion or other irritants emanating from neighboring property; or high voltage electric (100 kv or greater) or steel natural gas transmission lines located on but not directly serving the Property.

dd. A portion of the Property being subject to, enrolled in or in violation of a farmland preservation agreement or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program (see lines 100-107 and 131-134).

e. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.

ff. Presence of unsafe levels of mold, or roof, basement, window or plumbing leaks, or overflow from sinks, bathtubs or sewers, or other water or moisture intrusions or conditions that might initiate the unsafe levels of mold.

gg. A structure on the Property is designated as a historic building or part of the Property is in a historic district.

hh. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred (see lines 124-127).

ii. Property is in a certified farmland preservation zoning district or subject to a farmland preservation agreement (see lines 128-130).

jj. Property is subject to a mitigation plan required by DNR rules related to county Shoreland Zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreline conditions, enforceable by the county.

kk. A pier attached to the Property is not in compliance with state or local pier regulations.

DEADLINES: “Deadlines” expressed as a number of “days” from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of “business days” exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of “hours” from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

DEFECT: “Defect” means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

(Definitions Continued on page 7)
**TITLE EVIDENCE**

- **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee’s deed if Seller is a trust, personal representative’s deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller’s Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and

Seller shall complete and execute the documents necessary to record the conveyance at Seller’s cost and pay the Wisconsin Real Estate Transfer Fee.

- **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use. If Buyer is considering development of the Property, Buyer should consider restrictions on development if Property is zoned agricultural. Buyer should consider the need for feasibility studies, estimates for utility and infrastructure installations and zoning variances, which may be required before certain future development may be possible. Contingencies may be added to this Offer to address these development requirements, if applicable.

- **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner’s policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer’s lender.

- **GAP ENDORSEMENT:** Seller shall provide a “gap” endorsement or equivalent gap coverage at (Seller’s) (Buyer’s) (Seller’s) (Buyer’s) **STRIKE ONE** (Seller’s) (Buyer’s) **STRIKE ONE** cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 317-322).

- **PROVISION OF MERCHANTABILITY TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer’s attorney or Buyer not more than _______ days after acceptance (“15” if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 293-299, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

- **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _______ days (“15” if left blank) after delivery of the title commitment to Buyer or Buyer’s attorney. In such event, Seller shall have a reasonable time, but not exceeding _______ days (5 if left blank) from Buyer’s delivery of the notice stating title objections, to deliver notice to Buyer stating Seller’s election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller’s obligations to give merchantable title to Buyer.

- **REVIEW OF RECORDS:** CAUTION: If surveys, soil analysis, acreage calculations, government program contracts, operating records (including prior use of pesticides or herbicides), etc. are material to Buyer’s decision to purchase, Buyer should consider using the Document Review Contingency on lines 326-345, or inserting a contingency for review of these records. See lines 453-459, 533-541 or use an addendum per line 532.

**DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the optional documents checked on lines 332-345 to Buyer within _______ days of acceptance: This contingency shall be deemed satisfied unless Buyer, within _______ days of the earlier of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Buyer shall keep all information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all documents received from Seller. [CHECK THOSE THAT APPLY]:

- Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- An inventory of all equipment, appliances, fixtures, tools, supplies and other personal property included in this transaction which is consistent with representations made in this Offer.
- Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the personal property and Property to be free and clear of all liens, other than liens to be released prior to or at closing.
- Any available agricultural operational records including fertilizer, pesticide and herbicide application, handling and storage, and livestock waste storage and spreading.
- Documentation/records confirming tillable land acreage, crop allocation, different crop bases, crop yields such as Farm Service Agency (FSA) reports.
- Financial records including profit and loss statements, balance sheets, accounts payable and receivable, and records pertaining to any accrued or payable income, sales, payroll, unemployment or Social Security taxes relative to the farm operations.
- Municipal records, reports or other documentation confirming what development rights have been transferred or received under the applicable municipal Transfer of Development Rights (TDR) ordinances.
- Any contracts, leases, permits, licenses, distributorships or franchises relative to the farm operations.
- Other

**LAND USE APPROVAL:** This Offer is contingent upon (Buyer) (Seller) **STRIKE ONE** (Buyer if neither is stricken) obtaining a □ rezoning; □ conditional use permit; □ license; □ variance; □ building permit; □ occupancy permit; □ other

CHECK ALL THAT APPLY for the Property for its use as □ rezoning; □ conditional use permit; □ license; □ variance; □ building permit; □ occupancy permit; □ other

**COMPLETE AND STRIKE AS APPLICABLE** within _______ days of acceptance. The cost of obtaining the approval(s) shall be paid by (Buyer) (Seller) **STRIKE ONE** (Buyer if neither is stricken). This contingency shall be deemed satisfied unless Buyer, within _______ days of the deadline for obtaining the
approval, delivers written notice of termination to Seller accompanied by written evidence substantiating why the approval cannot be obtained by the deadline at line 350. Upon delivery of Buyer’s notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency.

DEFINITIONS CONTINUED FROM PAGE 5

ENVIRONMENTAL SITE ASSESSMENT: An “Environmental Site Assessment” (also known as a “Phase I Site Assessment”) (see lines 205-211) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Natural Resources’ (DNR) Registry Waste Disposal Sites, the DNR’s Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current ASTM International “Standard Practice for Environmental Site Assessments”) and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed, an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution.

FIXTURE: A “Fixture” is an item of property which is physically attached to or so closely associated with land or buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; floors; storage buildings on permanent foundations and docks/piers on permanent foundations; perennial crops; perennial plants; in-ground and aboveground irrigation systems; ventilating fans; barn cleaners; silo unloaders; augers; feeding equipment; bulk tanks and refrigeration systems; pipeline milking systems; vacuum lines; vacuum pumps and attached motors; and aboveground and underground fuel tanks.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 18-19. Address annual and perennial crops, livestock, rented fixtures not owned by Seller, fixtures owned by Seller but which will not be included in the purchase price (e.g., irrigation systems) and equipment which may be personal property but will be included in the purchase price. Annual crops are not part of the purchase price unless otherwise agreed.

PROPERTY: Unless otherwise stated, “Property” means the real estate described at lines 5-8.

PERSONAL DELIVERY/ACTUAL RECEIPT: Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

DISTRIBUTION OF INFORMATION: Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer’s lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

EARNEST MONEY

HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer’s agent if Property is not listed or Seller’s account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

LEGAL RIGHTS/ACTION: Broker’s disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer’s or Seller’s legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker’s proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.
IF LINE 407 IS NOT MARKED OR IS MARKED N/A LINES 440-445 APPLY.

☐ FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
FIRST MORTGAGE LOAN COMMITMENT as described below, within ______ days of
acceptance of this Offer. The financing selected shall be in an amount of not less than $______ for a term of not less than
_____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $______

Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _______% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same
percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated
above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 417 or 418.

☐ FIXED RATE FINANCING: The annual rate of interest shall not exceed _______ %.

☐ ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _______ %. The initial interest rate shall be fixed for
_____ months, at which time the interest rate may be increased not more than _______% per year. The maximum interest rate during the
term of mortgage shall not exceed _______%.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 453-459 or 533-541 or in an addendum
attached per line 532.

☐ BUYER’S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence
of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver
to Seller a copy of the written loan commitment no later than the deadline at line 408. Buyer and Seller agree that delivery of a copy of any written loan
commitment to Seller (even if subject to conditions) shall satisfy Buyer’s financing contingency if, after review of the loan commitment, Buyer has
directed, in writing, delivery of the loan commitment. Buyer’s written direction shall accompany the loan commitment. Delivery shall not satisfy this
contingency if accompanied by a notice of unacceptability.

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER’S
LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER’S AGENT WITHOUT
BUYER’S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

☐ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written
notice of termination to Buyer prior to Seller’s Actual Receipt of a copy of Buyer’s written loan commitment.

☐ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan
commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)’ rejection letter(s) or other
evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller’s
decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended
accordingly. If Seller’s notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate
to determine Buyer’s credit worthiness for Seller financing.

☐ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer’s funds shall
provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided,
Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the
protection of a financing contingency. Seller agrees to allow Buyer’s appraiser access to the Property for purposes of an appraisal. Buyer understands and
agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
access for an appraisal constitute a financing contingency.

☐ APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer’s lender having the Property appraised at Buyer’s expense by a
Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value
for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within 10 days
of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer’s lender may not be received until shortly before closing. Consider whether deadlines provide adequate
time for performance.

ADDITIONAL PROVISIONS/CONTINGENCIES

TIME IS OF THE ESSENCE: “Time is of the Essence” as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing;
(5) contingency Deadlines [STRIKE AS APPLICABLE] and all other dates and Deadlines in this Offer except:

If “Time is of the Essence” applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If “Time is of the Essence”
does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.wisdooffenders.org or by telephone at (608) 240-5830.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should consider the need for a survey to verify land and building dimensions, total square footage/acreage figures and allocation of acreage information, if material to Buyer’s decision to purchase.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller’s agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller’s deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

SPECIAL ASSESSMENTS / OTHER EXPENSES Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. “Other expenses” are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

1. sue for specific performance and request the earnest money as partial payment of the purchase price; or

2. terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

1. sue for specific performance; or

2. terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.
This Offer is rejected _________________________________________.

This Offer was presented to Seller by [Licensee and Firm] _____________________________________________.

HEREIN and acknowledges receipt of a copy of this offer. The conveyance of ________________________________________, no later than _______________. 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 the closing of Buyer's property located at __________________________________________________________________________, no later than _______________.

[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within ________ hours of Buyer's Actual Receipt of said notice, this Offer shall be null and void.

SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than __________ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

ADDENDA: The attached __________________________ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] _____________________________________________.

(x) Buyer's Signature ▲ Print Name Here ▶ Date ▲

(x) Buyer's Signature ▲ Print Name Here ▶ Date ▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 11 of the above Offer.

Broker (By) _____________________________________________.

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x)

Seller's Signature ▲ Print Name Here ▶ Date ▲

(x)

Seller's Signature ▲ Print Name Here ▶ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____________________________________________.

(x)

This Offer is rejected _________________. This Offer is countered [See attached counter] _____________________________________________.

Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲