



Tony Evers, Governor
Dawn B. Crim, Secretary

VIRTUAL/TELECONFERENCE
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL
Virtual, 4822 Madison Yards Way, Madison, WI 53705
Contact: Carl Hampton (608) 266-2112
December 9, 2020

The following agenda describes the issues that the Council plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a record of the actions and deliberations of the Council.

AGENDA

9:30 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

- A. Adoption of Agenda (1-2)**
- B. Approval of Minutes of October 16, 2020 (3-4)**
- C. Administrative Matters**
 - 1. Department, Staff and Council Updates
 - 2. Real Estate Examining Board Update
- D. Review of Real Estate Contractual Forms for Revision – Discussion and Consideration**
 - 1. **WB-12 – Farm Offer to Purchase (5-35)**
 - a. WB-12 Draft
 - 2. **WB-16 – Offer to Purchase-Business With Real Estate (36-70)**
 - a. WB-16 Draft
 - 3. **WB-17 – Offer to Purchase-Business Without Real Estate**
 - a. WB-17 Draft
- E. Next Steps**
- F. Public Comments**

ADJOURNMENT

NEXT MEETING: JANUARY 14, 2021

MEETINGS AND HEARINGS ARE OPEN TO THE PUBLIC, AND MAY BE CANCELLED WITHOUT NOTICE.

Times listed for meeting items are approximate and depend on the length of discussion and voting. All meetings are held at 4822 Madison Yards Way, Madison, Wisconsin, unless otherwise noted. In order to confirm a meeting or to request a complete copy of the board's agenda, please call the listed contact person. The board may also consider materials or items filed after the transmission of this notice. Times listed for

the commencement of disciplinary hearings may be changed by the examiner for the convenience of the parties. Requests for interpreters for the deaf or hard of hearing, or other accommodations, are considered upon request by contacting the Affirmative Action Officer, 608-266-2112, or the Meeting Staff at 608-266-5439.

**VIRTUAL/TELECONFERENCE
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL
MEETING MINUTES
OCTOBER 16, 2020**

PRESENT: Joseph Busch (*arrived at 9:52 a.m.*), Debra Conrad, John Drzewiecki, Michael Gordon, Cori Lamont, Robert Larson, Angela Rowland, Jonathan Sayas, Thomas Weber, Jr. (*arrived at 10:46 a.m.*), Pamela Widen

EXCUSED: Casey Clickner, Kim Moermond, Laura Peck

STAFF: Valerie Payne, Executive Director; Yolanda McGowan, Legal Counsel; Megan Glaeser, Bureau Assistant; and other DSPS Staff

CALL TO ORDER

Robert Larson, Chairperson, called the meeting to order at 9:33 a.m. A quorum of eight (8) members was confirmed.

ADOPTION OF AGENDA

MOTION: Michael Gordon moved, seconded by Angela Rowland, to adopt the agenda as published. Motion carried unanimously.

APPROVAL OF MINUTES FROM SEPTEMBER 17, 2020

MOTION: Pamela Widen moved, seconded by John Drzewiecki, to approve the minutes of September 17, 2020 as published. Motion carried unanimously.

(Joseph Busch arrived at 9:52 a.m.)

(Thomas Weber, Jr. arrived at 10:46 a.m.)

REVIEW OF REAL ESTATE CONTRACTUAL FORMS FOR REVISION

WB-13 – Vacant Land Offer to Purchase

WB-13 Draft

MOTION: Michael Gordon moved, seconded by John Drzewiecki, to recommend the WB-13 – Vacant Land Offer to Purchase revisions to the Real Estate Examining Board for approval as submitted. Motion carried unanimously.

WB-15 – Commercial Offer to Purchase

WB-15 Draft

MOTION: Pamela Widen moved, seconded by Joseph Busch, to recommend the WB-15 – Commercial Offer to Purchase revisions to the Real Estate Examining Board for approval as submitted. Motion carried unanimously.

ADJOURNMENT

MOTION: Thomas Weber moved, seconded by Cori Lamont, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 11:07 a.m.

DRAFT

REAL ESTATE CONDITION REPORT - FARM**DISCLAIMER**

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT _____
 _____ IN THE _____
 (CITY) (VILLAGE) (TOWN) OF _____, COUNTY OF _____
 _____ STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF _____ (MONTH) _____ (DAY), _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "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. ***"Property", as used in this report, includes: 1) the land; 2) dwellings; 3) barns and outbuildings and 4) any other real or personal property included in the transaction. The questions below apply to all property, not just dwellings.****

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. STRUCTURAL AND MECHANICAL

- | | | YES | NO | N/A |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| B1. | Are you aware of defects in the roof?
Roof defects may include items such as leakage or significant problems with gutters or eaves. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B2. | Are you aware of defects in the electrical system?
Electrical defects may include items such as electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B3. | Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)?
Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B4. | Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)?
Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B5. | Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property?
Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B6. | Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide 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. ch. 101). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B7. | Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?
Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B8. | Are you aware of defects in any structure on the property?
Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B9. | Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?
Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B10. | Are you aware of rented items located on the property such as a water softener or other water conditioner system or other items affixed to or closely associated with the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B11. | Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B12. | Explanation of "yes" responses _____

_____ | | | |

C. ENVIRONMENTAL

- | | | YES | NO | N/A |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| C1. | Are you aware of the presence of unsafe levels of mold? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C2. | Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

	YES	NO	N/A
C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties, <i>including dumpsites on the property where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were dispose of in violation of manufacturer's or government guidelines or other law regulating said disposal?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C8. Explanation of "yes" responses _____			

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

	YES	NO	N/A
D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, <i>out-of-service wells and cisterns not closed/abandoned according to applicable regulations</i> , or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, <i>atrazine</i> or other substances affecting human consumption safety.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of a joint well serving the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3. Are you aware of a defect related to a joint well serving the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware that a septic system or other private sanitary disposal system serves the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of 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 Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D9. Are you aware of defects in an "LP" tank on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D10. Explanation of "yes" responses _____			

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E2. Are you aware that remodeling was done that may increase the property's assessed value?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware of pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E8. Explanation of "yes" responses _____			

F. LAND USE

	YES	NO	N/A
F1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F7. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F8. Other than public rights of way, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F10. 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. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F11. Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences <i>including noncompliance with fence laws (See Wis. Stat. Ch. 90)</i> , houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F15. Are you aware there is not legal access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F16. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations <i>and livestock siting violations (Wis. Admin. Code Ch. ATCP 51)</i> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F17. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F17m. Are you aware of a written agreement affecting riparian rights related to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F17n. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? <i>Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in Wis. Stat. s. 30.132(1)(b) may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F18. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F19. Explanation of "yes" responses _____ _____ _____			

G. ADDITIONAL INFORMATION

	YES	NO	N/A
G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G2. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G3. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G4. Are you aware of other defects affecting the property? Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; <i>substantial crop damage from disease, insects, soil contamination, wildlife or other causes, diseased trees, or</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

substantial injuries or disease in livestock on the property or neighboring properties; or any other defect or material condition.

G4m. *Is the owner a foreign person, as defined in 26 USC 1445(f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.)*
Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment in Real Property Tax Act or FIRPTA, provides a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.

G5. The owner has owned the property for _____ years.

G6. The owner has lived in the property for _____ years.

G7. Explanation of "yes" responses _____

Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by telephone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner _____ Date _____
Owner _____ Date _____
Owner _____ Date _____
Owner _____ Date _____
Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies the person supplied information on which the owner relied for this report and the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
Person _____ Items _____ Date _____
Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to section 709.03 of the Wisconsin Statutes.

WB-12 FARM OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, _____,
4 offers to purchase the Property known as _____

5 _____
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines xxx-xxx, or attach
7 as an addendum per line xxx] in the _____ of _____,
8 County of _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is _____
10 _____ Dollars (\$ _____).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines xx-xx), and the following additional items: _____

13 _____
14 _____

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

17 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
18 lines xx-xx) and the following: _____

19 _____
20 _____

21 **CAUTION: Identify Fixtures that are on the Property (see lines xx-xx) to be excluded by Seller or that are rented
22 (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**

23 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or improvements
24 so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
25 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
26 limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades;
27 curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters, water
28 softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas and satellite dishes
29 (but not the component parts); audio/visual wall mounting brackets (but not the audio/visual equipment); garage door openers and
30 remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component
31 parts; built-in appliances; ceiling fans; fences; in-ground pet containment systems, including receiver components; storage buildings
32 on permanent foundations and docks/piers on permanent foundations; perennial crops; perennial plants; in-ground and aboveground
33 crop irrigation systems; ventilating fans; barn cleaners; silo unloaders; augers; feeding equipment; bulk tanks and refrigeration
34 systems; pipeline milking systems; vacuum lines; vacuum pumps and attached motors; and aboveground and underground fuel
35 tanks.

36 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water
37 treatment systems, LP tanks, etc.) on lines xx-xx or at lines xxx-xxx or in an addendum per line xxx). Address annual
38 and perennial crops, livestock, rented fixtures not owned by Seller, fixtures owned by Seller but which will not be included
39 in the purchase price (e.g., irrigation systems) and equipment which may be personal property but will be included in the
40 purchase price. Annual crops are not part of the purchase price unless otherwise agreed.**

41 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
42 on or before _____.

43 Seller may keep the
44 Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

50 **CLOSING** This transaction is to be closed on _____
51 _____ at the place selected by Seller,

52 unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state
53 holiday, the closing date shall be the next Business Day.

54 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
55 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

55 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
 56 **transfer instructions.**

57 **EARNEST MONEY**

58 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

59 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

60 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
 61 or personally delivered within _____ days ("5" if left blank) after acceptance.

62 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

63 _____) **STRIKE THOSE NOT APPLICABLE**

64 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

65 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
 66 **attorney as lines xx-xx do not apply. If someone other than Buyer pays earnest money, consider a special**
 67 **disbursement agreement.**

68 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

69 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 70 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 71 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 72 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 73 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 74 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 75 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 76 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 77 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 78 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 79 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

80 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 81 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 82 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 83 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 84 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 85 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 86 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 87 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 88 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 89 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

93 _____ . If "Time is of the Essence" applies to a date or Deadline,
 94 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
 95 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

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

111 _____ **INSERT CONDITIONS NOT**

112 **ALREADY INCLUDED IN THE CONDITION REPORT**

114 “Conditions Affecting the Property or Transaction” are defined to include as follows. In this definition, “Property” includes: 1)
 115 the land; 2) dwellings; 3) barns and outbuildings and 4) any other real or personal property included in the transaction.

116 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the
 117 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;
 118 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

119 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or
 120 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.

121 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke
 122 detector or carbon monoxide detector laws.

123 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.

124 e. Rented items located on the Property such as a water softener or other water conditioner system.

125 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water
 126 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other
 127 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic
 128 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on
 129 but not directly serving the Property.

130 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 131 **properties built before 1978.**

132 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
 133 substances on neighboring properties, including dumpsites on the property where pesticides, herbicides, fertilizer or other
 134 toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer’s or government
 135 guidelines or other law regulating said disposal.

136 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
 137 Property or in a well that serves the Property, including unsafe well water, or out-of-service wells and cisterns not
 138 closed/abandoned according to applicable regulations.

139 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
 140 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned
 141 according to applicable regulations.

142 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground
 143 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the
 144 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,
 145 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

146 k. “LP” tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
 147 “LP” tank on the Property.

148 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling
 149 that may increase the Property’s assessed value; pending special assessments; or Property is within a special purpose
 150 district, such as a drainage district, that has authority to impose assessments.

151 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting
 152 Property structure or mechanical systems during Seller’s ownership without required permits; or any land division involving
 153 the Property without required state or local permits.

154 n. The Property is part of or subject to a subdivision homeowners’ association; or the Property is not a condominium unit
 155 and there are common areas associated with the Property that are co-owned with others.

156 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
 157 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin
 158 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures
 159 related to shoreland conditions, enforceable by the county.

160 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
 161 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited
 162 to, private rights-of-way and easements other than recorded utility easements.

163 q. All or part of the Property has been assessed as agricultural land; has been assessed as a use-value assessment
 164 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

165 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
 166 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

167 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 168 be transferred with the Property because the dam is owned by a homeowners’ association, lake district, or similar group of
 169 which the Property owner is a member.

170 t. No legal access to the Property; or boundary or lot line disputes, noncompliance with fence law (Wis. Stat. Ch. 90),
 171 encroachments or encumbrances (including a joint driveway) affecting the Property.

172 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition, including livestock
 173 siting violations (Wis. Admin. Code Ch. ATCP 51); or any insurance claims relating to damage to the Property within the
 174 last five years.

175 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
176 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

177 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
178 other insect infestations; or substantial crop damage from disease, insects, soil contamination, wildlife or other causes,
179 diseased trees, or substantial injuries or disease in livestock on the property or neighboring properties.

180 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
181 or more burial sites on the Property.

182 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.

183 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

184 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or

185 excessive sliding, settling, earth movement or upheavals.

186 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
187 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
188 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
189 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
190 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
191 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
192 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
193 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
194 payback obligation.

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

199 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
200 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
201 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
202 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
203 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by
204 the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
205 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
206 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
207 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
208 and may result in the assessment of penalties. For more information call the local DNR forester or visit
209 <https://dnr.wi.gov/topic/forestry.html>.

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

215 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from
216 such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
217 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management
218 or visit <http://www.datcp.state.wi.us/> for more information.

219 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
220 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to
221 plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as
222 well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground
223 cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state
224 Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

225 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance
226 with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within
227 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
228 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
229 standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures.
230 Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit
231 <https://dnr.wi.gov/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or
232 shoreland-wetland zoning restrictions, if any.

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

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

237 **REVIEW OF RECORDS: CAUTION: If surveys, soil analysis, acreage calculations, government program contracts,**
238 **operating records (including prior use of pesticides or herbicides), etc. are material to Buyer's decision to purchase, Buyer**

239 should consider using the Document Review Contingency on lines ~~xxx-xxx~~, or inserting a contingency for review of these
240 records. See ~~xxx-xxx, xxx-xxx~~ or use an addendum per line ~~xxx~~.

241 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the optional documents checked on
242 lines ~~xxx-xxx~~ to Buyer within _____ days ("15" ? if left blank) ~~of after acceptance of this Offer~~. This contingency shall be deemed
243 satisfied unless Buyer, within _____ days ("7" ? if left blank) ~~of the earlier of receipt of the final document to be delivered or after~~
244 ~~the deadline for delivery of the documents~~, delivers to Seller a written notice indicating that this contingency has not been satisfied.
245 The notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).
246 Buyer shall keep all information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all
247 documents received from Seller. **CHECK ALL THAT APPLY:**

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

264 **ZONING CLASSIFICATION CONFIRMATION:** The Offer is contingent upon Buyer obtaining verification, at Buyer's expense,
265 from applicable municipal or county officials confirming ~~(that the Property is zoned _____~~
266 ~~_____)~~the zoning classification(s) for the Property and ~~(that the Property's zoning~~
267 allows the following use: _____) ~~STRIKE AND~~

268 ~~COMPLETE AS APPLICABLE~~. If Buyer is unable to obtain said verification This contingency shall be deemed satisfied unless Buyer,
269 within _____ days ("20" if left blank) ~~of after~~ acceptance, Buyer may, at Buyer's option, terminate this Offer by delivering/delivers
270 written notice to Seller, accompanied by a copy of the verification unacceptable to Buyer, ~~no later than _____ days after~~
271 ~~acceptance. Upon delivery of Buyer's notice, this Offer shall be null and void. If Buyer fails to terminate the Offer within the time~~
272 ~~provided, this contingency shall be deemed satisfied.~~

273 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither
274 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
275 variance; building permit; occupancy permit; other _____ for the Property for its use
276 as _____. Seller agrees to cooperate
277 with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice
278 to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

279 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
280 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
281 a registered land surveyor, within _____ days ("**2030**" if left blank) after acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~
282 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
283 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
284 Property, the location of improvements, if any, and: _____

286 ~~STRIKE AND COMPLETE AS APPLICABLE~~. Additional map features that may
287 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
288 dimensions; total acreage or square footage; easements or rights-of-way.

289 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
290 **to obtain the map when setting the deadline.**

291 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
292 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
293 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
294 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
295 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
296 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

297 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
298 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing

299 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
300 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
301 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
302 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
303 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
304 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

308 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
309 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
310 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
311 reported to the Wisconsin Department of Natural Resources.

312 **WELL WATER TESTING CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than _____ days (after
313 acceptance)(prior to closing) ~~STRIKE ONE~~ ("prior to closing" if neither is stricken), a current written report from a state-certified or
314 other independent qualified lab that indicates that the well(s) is/are supplying water that is within the levels established by federal or
315 state laws or guidelines regulating public water systems for safe human consumption, relative to the following substances: bacteria
316 (total Coliform and E.coli), nitrate, arsenic and: _____

317 _____. (Note: If desired by Buyer or required by Buyer's lender, insert other substances that may affect drinking water
318 safety such as atrazine, pesticides, lead, nitrite, copper, radium, radon, etc., or that may affect water aesthetics, such as iron, sulfur
319 bacteria, etc. See the DNR Web site at <http://dnr.wi.gov/topic/Wells/waterQuality.html> for information).

320 (Buyer)(Seller) ~~STRIKE ONE~~ ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. All
321 water samples used for testing shall be taken after binding acceptance of this Offer by a licensed plumber or other independent,
322 qualified person.

323 Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure. See lines **xx-xx** regarding Contingency
324 satisfaction and the Right to Cure.

325 **WELL SYSTEM INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than _____ days
326 (after acceptance)(prior to closing)) ~~STRIKE ONE~~ ("prior to closing" if neither is stricken), a current written Property Transfer Well(s)
327 and Pressure System(s) Inspection report from a licensed well driller or a licensed pump installer competent to inspect well systems,
328 which indicates that the _____ [state kind of well(s), e.g., point driven, number of wells, etc.,
329 if known] well(s) and pressure system(s) complies with code. (Buyer)(Seller)) ~~STRIKE ONE~~ ("Seller" if neither is stricken) shall be
330 responsible for obtaining the report(s), including all costs

331 **CHECK IF APPLICABLE** The Party ordering the inspection shall request that well capacity/water yield information be provided,
332 in writing, along with the Property Transfer Well(s) and Pressure System(s) Inspection results form.

333 **If the well is inspected, the Well Water Testing Contingency at lines **xxx-xxx** is automatically selected and included in this**
334 **Offer.**

335 Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure. See lines **xx-xx** regarding Contingency
336 satisfaction and the Right to Cure.

337 **SHOULD THERE BE MECHANISM TO SPECIFY WHICH WELLS INSPECTED OR MUST WELL INSPECTOR INSPECT ALL**
338 **ON THE PROPERTY? For example, just inspect well for house but not ones for barn and shed. Need to check.**

339 **PRIVATE SANITARY SYSTEM (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no
340 later than _____ days (after acceptance)(prior to closing) ~~STRIKE ONE~~ ("prior to closing" if neither is stricken), a current
341 written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted service, licensed plumbing
342 designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a certified soil tester, which indicates
343 that the POWTS ~~CHECK ONE OR MORE AS APPLICABLE~~ (checking all three brings the highest level of confidence that the
344 system is properly functioning):

345 Conforms to the code in effect when the POWTS was installed. Note: This may include a records review to confirm installation
346 date and specifications observed by the installer.

347 Is not disapproved for current use (is hydraulically functional and structurally sound).

348 Maintains vertical separation from limiting conditions such as groundwater and bedrock per current code (3 foot separation).

349 **Note:** POWTS installed before December 1, 1969 may have only a 2 foot separation; a certified soils tester will be needed to make
350 soil borings to determine separation. Operating POWTS must maintain a 3 foot vertical separation.

351 **Note:** Different professionals may be needed to inspect different system components.

352 If required by the inspector, the POWTS is to be pumped at time of inspection, at Seller's expense. (Buyer)(Seller) ~~STRIKE ONE~~
353 ("Seller" if neither is stricken) shall be responsible for obtaining the report(s) and for all other costs.

354 Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure. See lines **xx-xx** regarding Contingency
355 satisfaction and the Right to Cure.

356 **Buyer is advised to check with the county and local municipality for additional POWTS requirements.**

357 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
358 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property) (see lines **xxx-**

359 xxx), that Buyer shall receive no later than _____ days (after acceptance) (prior to closing) ~~STRIKE ONE~~ (“prior to closing” if
 360 neither is stricken)(see lines ~~xxx-xxx~~), at (Buyer’s) (Seller’s) expense ~~STRIKE ONE~~ (“Buyer’s” if neither is stricken), which
 361 discloses no Defects.

362 **NOTE: “Defect” as defined on lines xxx-xxx means a condition that would have a significant adverse effect on the**
 363 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 364 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 365 **of the premises.**

366 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
 367 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
 368 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
 369 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
 370 Buyer had actual knowledge or written notice before signing the Offer.

371 Seller (shall)(shall not) ~~STRIKE ONE~~ (“shall” if neither is stricken) have the right to cure. See lines xx-xx regarding Contingency
 372 satisfaction and the Right to Cure.

373 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An “Environmental Site Assessment” (also known as a “Phase I Site Assessment”)
 374 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
 375 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
 376 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
 377 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
 378 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
 379 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 380 including the National Priorities List, the Department of Nature Resources’ (DNR) Registry of Waste Disposal Sites, the
 381 DNR’s Contaminated Lands Environmental Action Network, and the DNR’s Remediation and Redevelopment (RR) Sites
 382 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
 383 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
 384 Society of Testing and Materials “Standard Practice for Environmental Site Assessments”), and state and federal guidelines,
 385 as applicable.

386 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
 387 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
 388 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
 389 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines xxx-xxx or attach as an**
 390 **addendum per line xxx.**

391 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines xxx-xxx).

392 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
 393 on line 1 of this Offer that discloses no Defects.

394 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 395 inspection of _____

396 _____ (list any Property component(s)
 397 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

398 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
 399 they occur prior to the Deadline specified at line xxx. Inspection(s) shall be performed by a qualified independent
 400 inspector or independent qualified third party and shall disclose no defects.

401 Buyer shall order the inspection(s), be responsible for all costs of inspection(s) and obtain all reports within _____ days
 402 (“15” if left blank) after acceptance.

403 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
 404 **as well as any follow-up inspection(s).**

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

408 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
 409 of which Buyer had actual knowledge or written notice before signing this Offer.

410 **NOTE: “Defect” as defined on lines xxx-xxx means a condition that would have a significant adverse effect on the**
 411 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 412 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 413 **of the premises.**

414 Seller (shall)(shall not) ~~STRIKE ONE~~ (“shall” if neither is stricken) have the right to cure. See lines xx-xx regarding Contingency
 415 satisfaction and the Right to Cure.

416 **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining, within _____ days (“20” if
 417 left blank) after acceptance, a current written report of the results of a radon test at the Property performed by a qualified

418 third party in a manner consistent with applicable Environmental Protection Agency (EPA) and Wisconsin Department of
 419 Health Services (DHS) protocols and standards indicating an EPA average radon level of less than 4.0 pCi/L, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense.

421 **NOTE: For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.**

422 Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See lines **xxx-xxx** regarding Contingency
 423 satisfaction and the Right to Cure.

424 ■ **CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [well water, well system, private sanitary
 425 system (POWTS), environmental site assessment, inspection, and radon testing on **lines xxx-xxx**] shall be deemed satisfied unless
 426 Buyer, within 5 days of the deadline for delivery or receipt of the respective applicable report(s), delivers to Seller a copy of the written
 427 inspection/testing report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects or stating why
 428 the report(s) do(es) not satisfy the standard set forth in the contingency(ies) selected. (Notice of Defects).

429 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

430 **RIGHT TO CURE:** If Seller has the right to cure, Seller may satisfy this contingency by:

431 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating
 432 Seller's election to cure Defects;

433 (2) curing the Defects in a good and workmanlike manner; and

434 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

435 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

436 (1) Seller does not have the right to cure; or

437 (2) Seller has the right to cure but:

438 (a) Seller delivers written notice that Seller will not cure; or

439 (b) Seller does not timely deliver the written notice of election to cure.

440 This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the deadline for delivery of the report(s), stating
 441 Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

442 **IF LINE **xxx** IS NOT MARKED OR IS MARKED N/A LINES **xxx-xxx** APPLY.**

443 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 444 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
 445 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 446 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
 447 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 448 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 449 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 450 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

451 sources or obtaining a construction loan or land contract financing, describe at lines **xxx-xxx** or in an addendum attached
 452 per line **xxx**. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 453 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 454 lender's appraiser access to the Property.

455 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 456 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 457 shall be adjusted as necessary to maintain the term and amortization stated above.

458 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE **xxx** OR **xxx**.**

459 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

460 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 461 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 462 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
 463 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 464 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

465 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 466 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

467 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
 468 (even if subject to conditions) that is:

469 (1) signed by Buyer; or,

470 (2) accompanied by Buyer's written direction for delivery.

471 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
 472 this contingency.

473 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
 474 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
 475 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

476 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line xxx.
 477 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 478 written loan commitment from Buyer.

479 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
 480 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
 481 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
 482 unavailability.

483 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

484 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines xxx-xxx or

485 (2) the Deadline for delivery of the loan commitment on line xxx, to deliver to Buyer written notice of Seller's decision to
 486 finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain
 487 in full force and effect, with the time for closing extended accordingly.

488 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 489 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 490 worthiness for Seller financing.

491 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
 492 acceptance, Buyer shall deliver to Seller either:

493 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
 494 the time of verification, sufficient funds to close; or

495 (2) _____
 496 _____ [Specify documentation Buyer agrees to deliver to Seller].

497 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
 498 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
 499 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
 500 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
 501 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
 502 access for an appraisal constitute a financing commitment contingency.

503 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
 504 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 505 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
 506 the agreed upon purchase price.

507 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
 508 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
 509 to the appraised value.

510 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

511 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 512 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
 513 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
 514 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

515 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
 516 appraisal report and:

517 (1) Seller does not have the right to cure; or

518 (2) Seller has the right to cure but:

519 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

520 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 521 report.

522 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

523 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
 524 property located at _____ no later than
 525 _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void
 526 unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in
 527 control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along
 528 with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this
 529 Offer.

530 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has
 531 been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after
 532 Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

533 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

534 (2) Written waiver of _____
 535 _____ (name other contingencies, if any); and

536 (3) Any of the following checked below:

537 Proof of bridge loan financing.

538 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with
539 reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

540 Other: _____
541 _____ [insert other

542 requirements, if any (e.g., payment of additional earnest money, etc.)]

543 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of
544 written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any
545 Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may
546 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
547 primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other
548 Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

549 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
550 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
551 association assessments, fuel and _____.

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

553 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

554 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

555 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
556 taxes are defined as general property taxes after state tax credits and lottery credits are deducted. NOTE: THIS CHOICE
557 APPLIES IF NO BOX IS CHECKED.

558 Current assessment times current mill rate (current means as of the date of closing).

559 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
560 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

561 _____.

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

566 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
567 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
568 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
569 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
570 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

571 **TITLE EVIDENCE**

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

578 _____
579 _____ (insert other allowable exceptions from title, if
580 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
581 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

582 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
583 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
584 **improvements to Property or a use other than the current use.**

585 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
586 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
587 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
588 lender and recording the deed or other conveyance.

589 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
590 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
591 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
592 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
593 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines xxx-

594 xxx).

595 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 596 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 597 than 15 days before delivery of such title evidence to be merchantable per lines xxx-xxx, subject only to liens which will be
 598 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

599 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 600 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 601 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 602 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 603 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 604 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 605 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 606 extinguish Seller's obligations to give merchantable title to Buyer.

607 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 608 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 609 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 610 describing the planned improvements and the assessment of benefits.

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

617 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under
 618 said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral)
 619 **STRIKE ONE** lease(s), if any, are _____

620 _____
 621 _____ . Insert additional terms, if any, at lines xxx-xxx or xxx-xxx or attach as an addendum per line xxx.

622 **CAUTION: If Seller or Seller's tenant occupies the Property after closing or retains ownership of crops (see lines xx-xx and**
 623 **xxx-xxx), consider an agreement regarding occupancy, escrow, insurance, utilities, maintenance, responsibility for and**
 624 **rights to unharvested crops, farm operations, government programs and responsibility for clearing the Property of**
 625 **personal property and debris, etc.**

626 **DEFINITIONS**

627 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 628 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 629 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

630 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 631 registered mail or make regular deliveries on that day.

632 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
 633 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
 634 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
 635 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
 636 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
 637 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
 638 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

642 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

643 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

644 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

645 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
 646 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.

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

650 **CAUTION: Buyer should verify land and building dimensions, the total square footage formula, total square**
 651 **footage/acreage figures, allocation of acreage information, and land dimensions, if material.**

652 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
 653 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the

654 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
655 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
656 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
657 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
658 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

659 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier of
660 closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear
661 and tear.

662 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an amount
663 not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and
664 will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall
665 provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of
666 damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may
667 be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the
668 insurance proceeds, if any, relating to the damage to the Property, plus a credit

669 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
670 land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

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

675 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
676 this Offer at lines xxx-xxx or in an addendum attached per line xxx, or lines xxx-xxx if the Property is leased. At time of
677 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
678 to current tenants or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

682 If Buyer defaults, Seller may:

- 683 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
684 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
685 damages.

686 If Seller defaults, Buyer may:

- 687 (1) sue for specific performance; or
688 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

702 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
703 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
704 or by telephone at (608) 240-5830.

705 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
706 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
707 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
708 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
709 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
710 amount of any liability assumed by Buyer.

711 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
712 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
713 **upon the Property.**

714 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
715 condition report incorporated in this Offer per lines xx-xx, or (2) no later than 10 days after acceptance, Seller delivers notice
716 to Buyer that Seller is a Foreign Person, in which cases the provisions on lines xxx-xxx apply.

717 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
718 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
719 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
720 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
721 Offer and proceed under lines xxx-xxx.

722 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
723 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
724 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

725 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
726 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRS
727 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
728 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
729 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
730 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

731 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
732 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
733 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
734 FIRPTA.

735 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
736 _____
737 _____
738 _____
739 _____
740 _____
741 _____
742 _____
743 _____
744 _____
745 _____
746 _____
747 _____
748 _____
749 _____
750 _____
751 _____
752 _____
753 _____
754 _____
755 _____
756 _____
757 _____
758 _____
759 _____

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

763 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
764 line xxx or xxx.

765 Name of Seller's recipient for delivery, if any: _____

766 Name of Buyer's recipient for delivery, if any: _____

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

768 Seller: (_____) _____ Buyer: (_____) _____

769 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
770 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
771 line xxx or xxx.

772 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
773 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

774 Address for Seller: _____

775 Address for Buyer: _____

776 (5) **Email**: electronically transmitting the document or written notice to the email address.

777 Email Address for Seller: _____

778 Email Address for Buyer: _____

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

781 **ADDENDA**: The attached _____ is/are made part of this Offer.

782 This Offer was drafted by [Licensee and Firm] _____

783 Buyer Entity Name (if any): _____

784 (x) _____

785 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

786 (x) _____

787 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

788 Buyer Entity Name (if any): _____

789 (x) _____

790 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

791 (x) _____

792 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

797 Seller Entity Name (if any): _____

798 (x) _____

799 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

800 (x) _____

801 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

802 Seller Entity Name (if any): _____

803 (x) _____

804 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

805 (x) _____

806 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

807 This Offer was presented to Seller by [Licensee and Firm] _____

808 _____ on _____ at _____ a.m./p.m.

809 This Offer is rejected _____ This Offer is countered [See attached counter] _____

810 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-12 FARM OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer,
4 _____
5 _____

6 offers to purchase the Property known as [Street Address] _____
7 _____ in the

8 _____
9 of _____, County of _____, Wisconsin (Insert additional description,
10 if any, at lines 453-459 or 533-541 or attach as an addendum per line 532), on the following terms:

11 ■ PURCHASE PRICE: _____
12 _____ Dollars (\$ _____).

13 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____
14 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or _____
15 _____.

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

17 ■ 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
18 at lines 18-19, and the following additional items: _____
19 _____.

20 ■ NOT INCLUDED IN PURCHASE PRICE: _____
21 _____.

22 **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
23 by the lessor.**

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

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

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

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

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

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

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

36 (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.
37 Seller's recipient for delivery (optional): _____
38 Buyer's recipient for delivery (optional): _____

39 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
40 Seller: (_____) _____ Buyer: (_____) _____

41 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed
42 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.

43 (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
44 delivery if named at lines 35 or 36, for delivery to the Party's delivery address at line 43 or 44.

45 Delivery address for Seller: _____

46 Delivery address for Buyer: _____

47 (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
48 transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing
49 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
50 required by federal law.

51 E-Mail address for Seller (optional): _____

52 E-Mail address for Buyer (optional): _____

53 ■ **ZONING:** Seller represents that the Property is zoned: _____

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

56 _____) (that the Property's zoning allows the following use: _____
57 _____) ~~STRIKE AND COMPLETE AS APPLICABLE.~~ If Buyer is unable to obtain said verification within _____ days of

58 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
 59 Buyer, no later than _____ days after acceptance. If Buyer fails to terminate the Offer within the time provided, this contingency shall be deemed satisfied.

60 **CLOSING** This transaction is to be closed no later than _____
 61 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

62 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid
 63 insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____

64
 65 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

66 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
 67 based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

68 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
 69 taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

70 Current assessment times current mill rate (current means as of the date of closing)

71 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,
 72 multiplied by current mill rate (current means as of the date of closing)

73 _____
 74 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the**
 75 **amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment.**

76 **Buyer is encouraged to contact the local assessor regarding possible tax changes.**

77 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
 78 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
 79 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
 80 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.

81 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 453-459 or 533-541
 82 or in an addendum per line 532. Occupancy shall be given subject to tenant's rights, if any.

83 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all
 84 security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are _____
 85 _____. Insert additional terms, if any, at lines 453-459 or 533-541 or attach as an addendum per line 532.

86 **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**
 87 **agreement regarding occupancy, escrow, insurance, utilities, maintenance, responsibility for and rights to unharvested crops, farm operations,**
 88 **government programs and responsibility for clearing the Property of personal property and debris, etc.**

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

92 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and
 93 local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the
 94 Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed
 95 Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties,
 96 fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to
 97 Seller, within seven (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
 98 based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

102 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue
 103 after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing
 104 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
 105 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
 106 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
 107 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,
 108 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.
 109 For more information call the local DNR forester or visit <http://www.dnr.state.wi.us/>.

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

114 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

115 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to provide Buyers with a Real Estate
 116 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
 117 by certain court-appointed fiduciaries (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis.

118 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
119 . . . , 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,
120 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
121 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
122 the Offer is submitted to Seller. Buyer should review the Report form or consult with an attorney for additional information regarding rescission rights.

123 **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
124 is used and occupied for farming or grazing purposes.

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

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

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

133 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing
134 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
135 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
136 quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

137 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code
138 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
139 of a navigable river or stream and establish standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious
140 surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing
141 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
142 or village for additional shoreland zoning restrictions, if any.

143 **DEFINITIONS**

144 ■ **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
145 Party’s possession, regardless of the method of delivery.

146 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** “Conditions Affecting the Property or Transaction” are defined to include:

- 147 a. Defects in the roof.
- 148 b. Defects in the electrical system.
- 149 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.
- 150 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 151 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
152 closed/abandoned according to applicable regulations.
- 153 f. Property is served by a joint well.
- 154 g. Defects in the septic system or other sanitary disposal system, including an out-of-service system not closed/abandoned according to applicable
155 regulations.
- 156 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
157 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
158 the Department of Safety and Professional Services may require the closure or removal of unused tanks).
- 159 i. An “LP” tank on the Property. (Specify in the additional information whether the tank is owned or leased).
- 160 j. Defects in the basement or foundation (including cracks, seepage and bulges) or flooding, extreme dampness or wet walls; unsafe concentrations of mold
161 or Defects in drain tiling or sump pumps.
- 162 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 163 l. Defects in the structure of the Property.
- 164 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.

165 **(Definitions Continued on page 5)**

166 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An “inspection” is
167 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
168 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
169 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
170 and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be
171 present at all inspections and testing. Except as otherwise provided, Seller’s authorization for inspections does not authorize Buyer to conduct testing of the
172 Property.

173 **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
174 environmental contamination is present), any limitations on Buyer’s testing and any other material terms of the contingency.**

175 Buyer agrees to promptly restore the Property to its original condition after Buyer’s inspections and testing are completed unless otherwise agreed to with
176 Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect
177 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

178 **WELL WATER CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than _____ days (after acceptance) (prior to closing)
179 **STRIKE ONE** ("prior to closing" if neither is stricken), a current report from a state-certified or other independent qualified lab that indicates that the well(s) is/are
180 supplying water that is within the levels established by federal or state laws regulating public water systems for safe human consumption, relative to the
181 following substances: bacteria (total Coliform/E.coli) and _____
182 _____ (Note: if desired, insert other substances that may affect drinking water safety such as: nitrate,
183 pesticides, atrazine, lead, arsenic, herbicides, etc. See DNR Web site at <http://www.dnr.state.wi.us/org/water/dwg/priweltp.htm>). (Buyer) (Seller) **STRIKE ONE**
184 ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. All water samples used for testing shall be taken by a licensed
185 plumber or other independent, qualified person. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See lines 229-240
186 regarding contingency satisfaction and the right to cure.

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

189 **WELL SYSTEM INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than _____ days (after acceptance)
190 (prior to closing) **STRIKE ONE** ("prior to closing" if neither is stricken), a current written report from a licensed well driller or a licensed pump installer competent
191 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**
192 **ONE** ("code in effect at time of installation" if neither is stricken) and are not disapproved for current use. (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is
193 stricken) shall be responsible for obtaining the report(s), including all costs. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to
194 cure. See lines 229-240 regarding contingency satisfaction and the right to cure.

195 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving,
196 no later than _____ days (after acceptance) (prior to closing) **STRIKE ONE** ("prior to closing" if neither is stricken), current written report(s) from a county
197 code administrator, licensed master plumber, licensed master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS
198 inspector, certified septage operator or a certified soil tester, which indicates that the POWTS conforms to the code in effect when the POWTS was installed, is
199 not disapproved for current use, is hydraulically functional and maintains vertical separation from limiting conditions such as groundwater and bedrock per
200 current code. If required by the inspector, the POWTS is to be pumped at time of inspection, at Seller's expense. (Buyer) (Seller) **STRIKE ONE** ("Seller" if
201 neither is stricken) shall be responsible for obtaining the report(s), including all costs. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have
202 the right to cure. See lines 229-240 regarding contingency satisfaction and the right to cure.

203 **NOTE: Different professionals may be needed to inspect different system components.**

204 **CAUTION: Buyer is aware that POWTS are regulated by state and county agencies. Additional inspection(s)/testing and ongoing maintenance**
205 **programs may be required upon transfer of the Property. A failing inspection or test may result in a new system being required. Buyer is advised**
206 **to check with the county and local municipality for additional POWTS requirements.**

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

214 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 164-175). This Offer is contingent upon qualified
215 independent inspectors or independent qualified third parties conducting inspection(s) of the Property, and _____

216 _____ (list any Property components, mechanical systems, Fixtures, etc.,
217 to be separately inspected) and providing Buyer with a current written report no later than _____ days (after acceptance) (prior to closing) **STRIKE ONE**
218 ("prior to closing" if neither is stricken), which discloses no Defects as defined at lines 223-228. Buyer shall order the inspection(s) and be responsible for all
219 costs. Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to
220 the deadline at line 215. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party. Seller (shall) (shall not)
221 **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.

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

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

225 *For purposes of this contingency only, a Defect means: (a) a structural, mechanical or other condition or determination that: (1) would have a significant*
226 *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*
227 *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*
228 *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*
229 *toxic substances on the Property. Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge*
230 *or written notice before signing this Offer.*

231 **CONTINGENCY SATISFACTION:** Each contingency selected above (well water, well system, POWTS, Environmental Site Assessment, or inspection)
232 shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the applicable water, well, POWTS, Environmental Site
233 Assessment or inspection 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
234 report(s) do(es) not satisfy the applicable standard set forth in the contingency(ies) selected.

235 **NOTE: (2) is not applicable when Seller is providing report(s).**

236 ■ **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
 237 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
 238 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
 239 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
 240 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 repairing the
 241 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
 242 Parties in writing.

243 **DEFINITIONS CONTINUED FROM PAGE 3**

- 244 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) or noncompliance with fence laws (see Wis. Stat. Ch. 90).
- 245 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
 246 water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property. **NOTE: Specific federal lead paint disclosure**
 247 **requirements must be complied with in the sale of most residential properties built before 1978.**
- 248 p. Presence of asbestos or asbestos-containing materials on the Property.
- 249 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.
- 250 r. Dumpsites on the Property where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of
 251 in violation of manufacturer's or government guidelines or other laws regulating said disposal.
- 252 s. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect infestations.
- 253 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
 254 state or local smoke detector laws. **NOTE: State law requires operating smoke detectors on all levels of all residential properties, and operating**
 255 **carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. §§ 101.149 and 101.647).**
- 256 u. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without required permits.
- 257 v. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 258 w. Notice of property tax increases, other than normal annual increases, or a pending property reassessment.
- 259 x. Remodeling that may increase the Property's assessed value.
- 260 y. Proposed or pending special assessments.
- 261 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
 262 assessments against the real property located within the district.
- 263 aa. Proposed construction of a public project that may affect the use of the Property.
- 264 bb. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, conservation easements,
 265 restrictive covenants, rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 266 cc. Other defects affecting the Property including, without limitation: lack of legal access; any land division involving the Property for which required state or
 267 local permits had not been obtained; livestock siting violations (Wis. Admin. Code Ch. ATPC 51); existing or abandoned manure storage facilities;
 268 production of methamphetamine (meth) or other hazardous chemicals on the Property; significant odor, noise, water diversion or other irritants emanating
 269 from neighboring property; or high voltage electric (100 kv or greater) or steel natural gas transmission lines located on but not directly serving the
 270 Property.
- 271 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
 272 disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program (see lines 100-107 and 131-134).
- 273 ee. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock
 274 on the Property or neighboring properties.
- 275 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
 276 intrusions or conditions that might initiate the growth of unsafe levels of mold.
- 277 gg. A structure on the Property is designated as a historic building or part of the Property is in a historic district.
- 278 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-
 279 value conversion charge has been deferred (see lines 124-127).
- 280 ii. Property is in a certified farmland preservation zoning district or subject to a farmland preservation agreement (see lines 128-130).
- 281 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
 282 maintain certain measures related to shoreland conditions, enforceable by the county.
- 283 kk. A pier attached to the Property is not in compliance with state or local pier regulations.
- 284 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and
 285 by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude
 286 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
 287 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
 288 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
 289 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.
- 290 ■ **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
 291 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
 292 the premises.
- 293 **(Definitions Continued on page 7)**

294 **TITLE EVIDENCE**

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

300 _____ which constitutes merchantable title for purposes of this transaction.
301 Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

308 ■ **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
309 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
310 providing title evidence required by Buyer's lender.

311 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if neither
312 stricken) 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
313 deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement
314 or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 317-322).

315 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered
316 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
317 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
318 title insurance requirements and exceptions, as appropriate.

319 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days
320 ("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
321 _____ 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
322 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
323 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
324 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.

325 ■ **REVIEW OF RECORDS: CAUTION: If surveys, soil analysis, acreage calculations, government program contracts, operating records (including**
326 **prior use of pesticides or herbicides), etc. are material to Buyer's decision to purchase, Buyer should consider using the Document Review**
327 **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.**

328 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the optional documents checked on lines 332-345 to Buyer
329 within _____ days of acceptance: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final
330 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.
331 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
332 information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all documents received from Seller. [CHECK THOSE
333 THAT APPLY]:

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

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

350 [CHECK ALL THAT APPLY] for the Property for (its use as _____)
351 **COMPLETE AND STRIKE AS APPLICABLE** within _____ days of acceptance. The cost of obtaining the approval(s) shall be paid by (Buyer) (Seller)

352 **STRIKE ONE** ("Buyer" if neither is stricken). This contingency shall be deemed satisfied unless Buyer, within _____ days of the deadline for obtaining the
 353 approval, delivers written notice of termination to Seller accompanied by written evidence substantiating why the approval cannot be obtained by the deadline
 354 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.

355 **DEFINITIONS CONTINUED FROM PAGE 5**

356 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 205-211) may
 357 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
 358 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
 359 environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has
 360 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
 361 threat to human health or the environment including the National Priorities List, the Department of Natural Resources' (DNR) Registry Waste Disposal Sites,
 362 the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any
 363 Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current ASTM International
 364 "Standard Practice for Environmental Site Assessments") and state and federal guidelines, as applicable.

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

367 ■ **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
 368 real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the
 369 premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and
 370 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
 371 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas, garage door openers and remote controls;
 372 installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences;
 373 storage buildings on permanent foundations and docks/piers on permanent foundations; perennial crops; perennial plants; in-ground and aboveground crop
 374 irrigation systems; ventilating fans; barn cleaners; silo unloaders; augers; feeding equipment; bulk tanks and refrigeration systems; pipeline milking systems;
 375 vacuum lines; vacuum pumps and attached motors; and aboveground and underground fuel tanks.

376 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water conditioning systems, home
 377 entertainment and satellite dish components, L.P. tanks, etc.) on lines 18-19. Address annual and perennial crops, livestock, rented fixtures not
 378 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
 379 be personal property but will be included in the purchase price. Annual crops are not part of the purchase price unless otherwise agreed.**

380 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-8.

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

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

388 **EARNEST MONEY**

389 ■ **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
 390 Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

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

393 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository
 394 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
 395 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
 396 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:
 397 (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
 398 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
 399 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
 400 to exceed \$250, prior to disbursement.

401 ■ **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
 402 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
 403 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
 404 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
 405 and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a
 406 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
 407 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.

408

409 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
410 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of
411 acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than
412 _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
413 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
414 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
415 _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same
416 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
417 above.

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

419 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
420 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for
421 _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the
422 mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

423 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
424 attached per line 532.

425 ■ **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
426 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
427 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**
428 **commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has**
429 **directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this**
430 **contingency if accompanied by a notice of unacceptability.**

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

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

436 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan
437 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
438 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
439 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
440 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
441 to determine Buyer's credit worthiness for Seller financing.

442 ■ **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
443 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,
444 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
445 protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and
446 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
447 access for an appraisal constitute a financing contingency.

448 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a
449 Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value
450 for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days
451 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
452 purchase price, accompanied by a written notice of termination.

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

455 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

456 _____
457 _____
458 _____
459 _____
460 _____
461 _____

462 **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;
463 (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____

464 _____
465 _____

466 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"
467 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.

468 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the registry by
 469 contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

470 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, total square footage, acreage figures, or
 471 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
 472 verified by survey or other means.

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

475 **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
 476 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
 477 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.

478 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in
 479 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
 480 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
 481 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
 482 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
 483 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
 484 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
 485 proceeds shall be held in trust for the sole purpose of restoring the Property.

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

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

493 **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
 494 to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

495 If Buyer defaults, Seller may:

- 496 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 497 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

498 If Seller defaults, Buyer may:

- 499 (1) sue for specific performance; or
- 500 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

502 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
 503 Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding
 504 arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

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

509 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior
 510 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
 511 in interest.

512 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither is stricken) a
513 Map of the Property prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is
514 stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's
515 boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____.

516 ~~STRIKE AND COMPLETE~~
517 ~~AS APPLICABLE~~ Additional map features which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of
518 the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider**
519 **the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This
520 contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
521 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior
522 representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

523 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____
524 _____, no later than _____. If Seller accepts a bona fide secondary offer,
525 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 Contingency and
526 _____

527 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
528 **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.

529 **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
530 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
531 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
532 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
533 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

534 **ADDENDA:** The attached _____ is/are made part of this Offer.

535 **ADDITIONAL PROVISIONS/CONTINGENCIES**
536 _____
537 _____
538 _____
539 _____
540 _____
541 _____
542 _____
543 _____

544 This Offer was drafted by [Licensee and Firm] _____
545 _____ on _____
546 _____.

547 (x) _____
548 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

549 (x) _____
550 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

552 _____ Broker (By) _____
553 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND**
554 **THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH**
555 **HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

556 (x) _____
557 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

558 (x) _____
559 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

560 This Offer was presented to Seller by [Licensee and Firm] _____
561 _____ on _____ at _____
562 _____ a.m./p.m.

563 This Offer is rejected _____ This Offer is countered [See attached counter] _____
564 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

BUSINESS DISCLOSURE REPORT

BUSINESS NAME: _____
 BUSINESS OWNER: _____

THIS DISCLOSURE REPORT CONCERNS THE REAL ESTATE INTEREST AND/OR THE BUSINESS ASSETS LOCATED AT _____ IN THE _____ (CITY) (VILLAGE) (TOWN) OF _____, COUNTY OF _____ STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY AS OF _____ (MONTH) _____ (DAY), _____ (YEAR).

When listing a property Wis. Admin. Code § REEB 24.07(1)(b) requires licensees to inspect real estate improved by structures and vacant land and to “make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request the seller provide a written response to the licensee’s inquiry.” This Business Disclosure Report helps the licensee fulfill this license law duty.

This is not a warranty of any kind by the owner or any agents representing any party in this transaction and is not a substitute for any inspections, testing or warranties the parties may wish to obtain. This is an optional disclosure report, not required by Wis. Stat. Ch. 709, that gives the business owner selling real estate and/or assets the opportunity to make disclosures and comment on the condition of the property.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER’S INFORMATION

A1. In this form, “aware” means the “owner(s)” have notice or knowledge. “Property” refers to the business real estate and/or business assets, or any part thereof, as applicable (Property).

A2. In this form, “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. “Deficiency” means an imperfection that materially impairs the worth or utility of an asset other than real estate; makes such asset unusable or significantly harmful; or substantially prevents such asset from functioning or operating as designed or intended.

A3. In this form, “owner” means the person or persons, entity, or organization that owns the above-described Property.

A4. The owner represents that to the best of the owner’s knowledge, the responses to the following questions have been accurately checked as “yes,” “no,” or “not applicable (N/A)” to the Property being sold. If the owner responds to any question with “yes,” the owner shall provide an explanation of the reason why the response to the question is “yes” in the area provided following each group of questions.

A5. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the Property. The owner hereby authorizes the owner’s agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the Property.

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2. Are you aware of defects in the electrical system (including fire safety, security and lighting)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3. Are you aware of defects or deficiencies in part of the plumbing system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4. Are you aware of defects or deficiencies in the heating and air conditioning system (including the air filters and humidifiers)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B6. Are you aware of defects or deficiencies in any structure or structural component or system on the Property (including walls)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B7. Are you aware of defects or deficiencies in mechanical equipment or systems included in the sale?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B8. Are you aware of rented items located on the Property or items affixed to or closely associated with the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B9. Explanation of "yes" responses _____			

C. BUSINESS AND COMMERCIAL CONCERNS

	YES	NO	N/A
C1. Are you aware of any violation of federal, state or local regulations, ordinances, laws or rules; any government agency or court orders requiring repair, alteration or correction of any existing condition; or any potential, threatened or pending claims against the business or its agents or materially affecting the assets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2. Are you aware of a material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility for persons with disabilities? NOTE: A building owner's or tenant's obligations under the ADA may vary dependent upon the financial or other capabilities of the building owner or tenant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3. Are you aware of any material defects or deficiencies in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other business personal property included in the transaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4. Are you aware of any encumbrances on the business, all integral parts thereof, or the assets, except as stated in any schedule attached to this report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5. Are you aware of any litigation, condemnation action, government proceeding or investigation in progress, threatened or in prospect against or related to the business or assets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C6. Are you aware of any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership of business or assets, or any permission to transfer being required and not obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C7. Are you aware of any unpaid business taxes such as: income; sales; payroll; Social Security; unemployment; or any other employer/employee taxes due and payable or accrued; or any past due debts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C8. Are you aware of any material failure of the financial statements, or schedules to the financial statements, to present the true and correct condition of the business as of the date of the statements and schedules or a material change in the financial condition or operations of the business since the date of the last financial statements and schedules provided by owner, except for changes in the ordinary course of business which are not in the aggregate materially adverse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C9. Are you aware of any unresolved insurance claims, outstanding lease or contract agreements, back wages, due or claimed, product liability exposure, unpaid insurance premiums, unfair labor practice claims, unpaid past due debts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C10. Are you aware of any other defects affecting the real estate, deficiencies affecting the assets, or conditions or occurrences which would significantly reduce the value of the business or assets to a reasonable person with knowledge of the nature and scope of the condition or occurrence.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C11. Explanation of "yes" responses _____			

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
D1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a completed or pending reassessment of the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO	N/A
D2.	Are you aware that remodeling was done that may increase the Property's assessed value?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3.	Are you aware of pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4.	Are you aware the Property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D5.	Are you aware of any proposed, planned or commenced construction of a public project or public improvements that may result in special assessments or materially affect the business or Property or the use of the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D6.	Are you aware of any construction, remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or additions to this Property made during your period of ownership without the required permits and approvals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D7.	Are you aware of any land division involving the Property for which a required state or local permit was not obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D8.	Explanation of "yes" responses _____			

E. LAND USE

		YES	NO	N/A
E1.	Are you aware of any zoning or building code violations with respect to the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E2.	Are you aware of any zoning variance or conditional use permit regarding the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E3.	Are you aware of the property or any portion of the Property being located in a 100-year floodplain, wetland, or shoreland zoning area under local, state, or federal regulations, or of flooding, standing water, or drainage or other water problems affecting the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E4.	Are you aware of nonconforming uses of the Property or nonconforming structures on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E5.	Are you aware of conservation easements on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E6.	Are you aware of restrictive covenants, conditions, or deed restrictions on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E7.	Are you aware of nonowners having rights to use part of the Property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E8.	Are you aware of the Property being subject to a mitigation plan, required under the Department of Natural Resources administrative rules regarding county shoreland zoning ordinances, that requires the owner to establish or maintain certain measures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E9.	<u>Use Value.</u>			
	a. Are you aware of all or part of the Property having been assessed as agricultural land under Wis. Stat. § 70.32 (2r) (use value assessment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b. Are you aware of the Property having been assessed a use-value assessment conversion charge relating to this Property? (Wis. Stat. § 74.485 (2))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this Property? (Wis. Stat. § 74.485 (4))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E10.	Is all or part of the Property subject to or in violation of a farmland preservation agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E11.	Is all or part of the Property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E12.	Are you aware of a dam totally or partially located on the Property or ownership in a dam not located on the Property that will be transferred with the Property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E13.	Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E14.	Are you aware there is not legal access to the Property, or of any proposed road change, road work or change in road access which would materially affect the present use or access to the business or assets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E15.	Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition or orders to correct building code violations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E16.	Are you aware of a pier attached to the Property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E17.	Are you aware of one or more burial sites or archeological artifacts on the Property? (For information regarding the presence, preservation, and potential disturbance of burial sites,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

contact the Wisconsin Historical Society at www.wihist.org/burial-information or 800-342-7834).

E18. Explanation of "yes" responses _____

F. ENVIRONMENTAL

		YES	NO	N/A
F1.	Are you aware of the presence of unsafe levels of mold?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F2.	Are you aware of a defect or deficiency caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property or business, lead in paint, lead in soil, pesticides, medical or infectious waste, or other potentially hazardous or toxic substances on the Property, or by previous storage or disposal of such substances on the Property or premises occupied by the business?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3.	Are you aware of the presence of asbestos or asbestos-containing materials such as vermiculite insulation on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F4.	Are you aware of the presence of or a defect or deficiency caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F5.	Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F6.	Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F7.	Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F8.	Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted or material violations of environmental or other laws or agreements regulating the business or the use of the assets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F9.	Are you aware of conditions constituting a significant health or safety hazard for occupants, invitees or employees of the business?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F10.	Explanation of "yes" responses _____			

G. STORAGE TANKS

		YES	NO	N/A
G1.	Are you aware of underground or aboveground fuel storage tanks on or previously located on the Property or premises occupied by the business for storage of flammable, combustible or hazardous materials, including, but not limited to, gasoline and heating oil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G2.	Are you aware of defects or deficiencies in the underground or aboveground fuel storage tanks on or previously located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G3.	Explanation of "yes" responses _____			

H. ADDITIONAL INFORMATION

		YES	NO	N/A
H1.	Are you aware of a structure on the Property or occupied by the business that is designated as a historic building or that all or any part of the Property is in a historic district?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H2.	Are you aware of any agreements binding subsequent owners of the Property, such as a lease agreement or an extension of credit from an electric cooperative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H3.	Are you aware of defects in a well on the Property or in a well serving the Property, including unsafe well water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H4.	Are you aware of a joint well serving the Property including any defect related to a joint well serving the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H5.	Are you aware of a septic system or other private sanitary disposal system serving the Property, defects in a septic system or other private sanitary disposal system on the Property, or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
H6. Are you aware of an "LP" tank on the Property, including defects? (If "yes," specify in the explanation section whether the owner of the Property either owns or leases the tank.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H10. Are you aware of leased parking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H11. Are you aware of other defects affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H12. The owner has owned the Property for _____ years.			
H13. Explanation of "yes" responses _____			

Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

OWNER'S CERTIFICATION

The owner certifies the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Entity Name (if any): _____

Name & Title of Authorized Representative Signing for Entity: _____

Authorized Signature for Entity: _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Entity Name (if any): _____

Name & Title of Authorized Representative Signing for Entity: _____

Authorized Signature for Entity: _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
This report form does not satisfy Wis. Stat. chapter 709 which generally applies to transfers of real estate containing 1-4 dwelling units or vacant land.

WB-16 OFFER TO PURCHASE – BUSINESS WITH REAL ESTATE INTEREST

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer (if entity, include type and state of organization), _____
4 _____

5 _____, offers to purchase the Assets of the Business known as:
6 Business Name (include both legal name and any trade names) _____
7 _____

8 Type of Business Entity (e.g., corporation, LLC, partnership, sole proprietorship, etc.): _____

9 Business Description: _____
10 _____
11 _____

12 _____ (Lines 6-12 hereinafter referred to as the "Business")

13 Insert additional description, if any, at lines xxx-xxx or attach as an addendum per line xxx. The terms of Buyer's offer are
14 as follows:

15 **PURCHASE PRICE** The purchase price is _____
16 _____ Dollars (\$ _____).

17 **INCLUDED IN PURCHASE PRICE** Included in the purchase price is an interest in the Real Estate and Assets of the
18 Business, described as follows following:

19 ■ **INTEREST IN REAL ESTATE:** the property known as _____
20 _____

21 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines xxx-
22 xxx, or attach as an addendum per line xxx] in the _____ of _____, County
23 of _____ Wisconsin (the "Real Estate").

24 The Real Estate is owned by: _____
25 _____.

26 The Real Estate is leased to: _____
27 _____ (see lines xxx-xxx).

28 The Real Estate interest included in the purchase price is: ownership leasehold assignment of existing
29 lease _____. Insert any additional description of the type of
30 Real Estate interest, at lines xxx-xxx or attach as an addendum per line xxx.

31 ■ **ASSETS OF THE BUSINESS:** the Assets of the Business (unless excluded at lines xx-xx) including all goodwill, stock-
32 in-trade, trade fixtures, accounts receivable, Business Personal Property, and Fixtures on the Property as of the date
33 stated on line 1 of this Offer (unless excluded at lines xx-xx), and the following additional property (consider work in
34 process, if applicable): _____

35 _____ **STRIKE AND COMPLETE AS**
36 **APPLICABLE** (hereinafter, including the interest in Real Estate described above, together with the described Assets in
37 the Business are collectively referred to as the "Assets").

38 Seller shall convey Business Personal Property and any other personal property by Bill of Sale or _____
39 _____, free and clear of all liens and encumbrances except _____
40 _____.

41 For the items below, the purchase price shall be based on the following terms: _____

42 (a) stock-in-trade _____
43 _____
44 _____

45 (b) accounts receivable _____
46 _____
47 _____

48 (c) Other (e.g., work in process) _____

49 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
50 **or not included.**

51 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
52 lines xx-xx) and the following: _____
53 _____
54 _____
55 _____.

56 **CAUTION: Identify trade fixtures owned by tenant, if applicable, Business Personal Property, and Fixtures that**
57 **are on the Real Estate to be excluded by Seller or which are rented and will continue to be owned by the lessor**
58 **(see lines xxx-xxx and xxx-xxx).**

59 "Fixture" is an item of property, ~~which that~~ is on the Real Estate on the date stated on line 1 of this Offer, which is
60 physically attached to or so closely associated with land and improvements so as to be treated as part of the real estate,
61 including, without limitation, physically attached items not easily removable without damage to the premises, items
62 specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden
63 bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain
64 and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and
65 treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; overhead door openers
66 and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems
67 and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
68 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Real Estate.

69 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines xx-xx.**

70 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to
71 Buyer on or before _____. Seller may keep the
72 Assets on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

78 **CLOSING** This transaction is to be closed on _____
79 _____ at the place selected by Seller,
80 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
81 holiday, the closing date shall be the next Business Day.

82 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
83 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The**
84 **real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or**
85 **money transfer instructions.**

86 **EARNEST MONEY**

87 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

88 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

89 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
90 or personally delivered within _____ days ("5" if left blank) after acceptance.

91 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
92 _____
93 _____) **STRIKE THOSE NOT APPLICABLE**

94 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

95 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
96 **attorney as lines xx-xx do not apply. If someone other than Buyer pays earnest money, consider a special**
97 **disbursement agreement.**

98 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

99 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
100 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
101 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money
102 shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed
103 according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not
104 been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse
105 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or
106 Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court
107 order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm
108 may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct
109 from the earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

110 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
111 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the
112 earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either
113 Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by
114 certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court
115 order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale

116 of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding
117 their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for
118 good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and
119 Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

123 _____. If "Time is of the Essence" applies to a date or Deadline,
124 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
125 date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

126 **ASSETS CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
127 notice or knowledge of Conditions Affecting the Business, Assets or Transaction (as defined at lines xxx-xxx) other than
128 those identified in Seller's disclosure report(s) **CHECK AND INSERT DATES AS APPLICABLE**:

- 129 Seller disclosure report (commercial or business real estate) dated _____
- 130 Real Estate Condition Report (1-4 dwelling units) dated _____
- 131 Vacant Land Disclosure Report (no buildings) dated _____
- 132 Business disclosure report(s) dated _____
- 133 Other: _____ (specify) dated _____

134 which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this Offer by reference
135 and _____

136 _____
137 _____

138 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**.

139 **CAUTION: If Assets include 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
140 **provided in Wis. Stat. § 709.03 may be required. If Assets include Real Estate without any buildings, a Vacant**
141 **Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be required. Buyer may**
142 **have rescission rights per Wis. Stat. § 709.05. A commercial or business disclosure report for**
143 **commercial/business Real Estate may be used as well as business disclosure report(s) regarding Assets other**
144 **than real estate. More than one report may be used.**

145 "Condition Affecting the Business, Assets or Transaction" is defined to include, but is not limited to, the following: **these**
146 **and Business Condition Report need to be updated do we need more real estate conditions here?**

- 147 (a) Proposed, planned or commenced public improvements which may result in special assessments or otherwise
148 materially affect the Business or Assets, or the present use of the Business or Assets;
- 149 (b) Violation of federal, state or local regulations, ordinances, laws or rules; any government agency or court orders
150 requiring repair, alteration or correction of any existing condition; or any potential, threatened or pending claims against
151 the Business or its agents or materially affecting the Assets;
- 152 (c) Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum
153 accessibility for persons with disabilities. **NOTE: A building owner's or tenant's obligations under the ADA may vary**
154 **dependent upon the financial or other capabilities of the building owner or tenant;**
- 155 (d) Completed or pending reassessment of the Assets or any part thereof;
- 156 (e) Structural or mechanical system inadequacies which if not repaired will significantly shorten the expected normal life
157 of the Assets;
- 158 (f) Zoning or building code violations, any land division involving the Assets for which required state or local approvals
159 were not obtained, nonconforming structures or uses, conservation easements, rights-of-way, encroachments;
160 easements, other than recorded utility easements; covenants, conditions and restrictions; zoning variances or conditional
161 use permits; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking;
- 162 (g) Construction or remodeling on the Assets for which required federal, state or local approvals were not obtained;
- 163 (h) Any portion of the Assets being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or
164 federal regulations;
- 165 (i) That a structure which the Business occupies or which is located on the Real Estate sold by this Offer is designated
166 as a historic building or that any part of a structure which the Business occupies or the Real Estate sold by this Offer is in
167 a historic district; or burial sites or archeological artifacts on the Real Estate;
- 168 (j) Material violations of environmental laws or other laws or agreements regulating the Business or the use of the
169 Assets;
- 170 (k) Conditions constituting a significant health or safety hazard for occupants, invitees or employees of the Business;
- 171 (l) Unsafe concentrations of, or unsafe conditions relating to hazardous or toxic substances or medical or infectious
172 waste located on the premises which the Business occupies or on the Assets; or previous storage or disposal of material
173 amounts of hazardous or toxic substances or medical or infectious waste on the premises which the Business occupies or
174 on the Assets;

- 175 (m) Assets are subject to a mitigation plan required under administrative rules of the Department of Natural Resources
 176 related to county shoreland zoning ordinances, which obligates the owner of the Assets to establish or maintain certain
 177 measures related to shoreland conditions and which is enforceable by the county;
- 178 (n) Flooding, standing water, drainage problems or other water problems on or affecting the Assets; material damage
 179 from fire, wind, floods, earthquake, expansive soils, erosion or landslides; or significant odor, noise, water intrusion or
 180 other irritants emanating from neighboring property;
- 181 (o) A dam is totally or partially located on the Real Estate or that an ownership in a dam that is not located on the Real
 182 Estate will be transferred with the Real Estate because it is owned collectively by members of a homeowners association,
 183 lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer
 184 requirements or agency orders apply.);
- 185 (p) Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including,
 186 but not limited, to gasoline and heating oil, which are currently or which were previously located on the premises which the
 187 Business occupies or on the Assets (the owner, by law, may have to register the tanks with the Wisconsin Department of
 188 Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
 189 or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure
 190 or removal of unused tanks.);
- 191 (q) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 192 Business or Assets;
- 193 (r) Any material Deficiencies in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other
 194 Business Personal Property included in the transaction;
- 195 (s) Any encumbrances on the Business, all integral parts thereof, or the Assets, except as stated in this Offer and in any
 196 schedule attached to it;
- 197 (t) Any litigation, condemnation action, government proceeding or investigation in progress, threatened or in prospect
 198 against or related to the Business or the Assets;
- 199 (u) Any proposed road change, road work or change in road access which would materially affect the present use or
 200 access to the Business or the Assets;
- 201 (v) Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of
 202 ownership of Business or the Assets, or any permission to transfer being required and not obtained;
- 203 (w) Any unpaid Business taxes such as: income; sales; payroll; Social Security; unemployment; or any other
 204 employer/employee taxes due and payable or accrued; or any past due debts;
- 205 (x) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct
 206 condition of the Business as of the date of the statements and schedules or a material change in the financial condition or
 207 operations of the Business since the date of the last financial statements and schedules provided by Seller, except for
 208 changes in the ordinary course of business which are not in the aggregate materially adverse;
- 209 (y) Unresolved insurance claims, outstanding lease or contract agreements, back wages, due or claimed, product liability
 210 exposure, unpaid insurance premiums, unfair labor practice claims, unpaid past due debts;
- 211 (z) Other Defects affecting the Real Estate, Deficiencies affecting the Assets, or conditions or occurrences which would
 212 significantly reduce the value of the Business or Assets to a reasonable person with knowledge of the nature and scope of
 213 the condition or occurrence.

214 **ALLOCATION OF PURCHASE PRICE** CHECK LINE xxx OR xxx

215 The Parties agree to the following allocation of the purchase price:

216 Goodwill:.....	\$ _____
217 Stock-in-trade (inventory):	\$ _____
218 Accounts receivable:.....	\$ _____
219 Business Personal Property:.....	\$ _____
220 Real Estate Interest:	\$ _____
221 Other:	\$ _____
222 Other:	\$ _____
223 Total	\$ _____

224 The Parties shall agree in writing on an allocation by the following deadline: (within _____ days of
 225 acceptance of the Offer) (_____, _____) **STRIKE AND COMPLETE AS**
 226 **APPLICABLE**. If the Parties cannot agree on an allocation by the deadline either Party may, within 5 days following the
 227 deadline, deliver written notice to terminate and all earnest money shall be returned to Buyer. If no notice is delivered by
 228 either party within such 5 day period, the Parties agree to proceed to closing and separately allocate the purchase price.

229 **CAUTION: Failure of the parties to agree on an allocation of purchase price prior to closing may have tax**
 230 **implications. Fair market value of the real property must be determined prior to closing to complete the**
 231 **transfer return per Wis. Stat. § 77.22. The Parties should consult accountants, legal counsel or other**
 232 **appropriate experts, as necessary.**

233 **BUSINESS OPERATION** Seller shall continue to conduct the Business in a regular and normal manner and shall use
 234 Seller's best efforts to keep available the services of Seller's present employees and to preserve the goodwill of Seller's

235 suppliers, customers and others having business relations with Seller. Seller shall maintain the equipment, appliances,
236 business fixtures, fixtures, tools, furniture and other Business Personal Property in substantially the same working order
237 as of the date of acceptance of this Offer.

238 **SALES AND USE TAX** Sales and use tax, if any, for sales occurring prior to closing shall be paid by Seller. Within
239 120 days of closing, Seller shall provide Buyer with a sales and use tax clearance certificate from the Department of
240 Revenue that any sales and use tax due has been paid, per Wis. Stat. Ch. 77. These responsibilities shall survive
241 closing.

242 **SALES AND USE TAX ESCROW:** Seller agrees to escrow \$ _____ at closing to be held
243 by _____ (escrow agent) and released
244 to Seller when Seller provides the escrow agent with a sales and use tax clearance certificate from the Department of
245 Revenue confirming that any sales and use tax due has been paid, per Wis. Stat. Ch. 77. If a certificate is not provided to
246 escrow agent within 120 days of closing, escrow funds shall be released to Buyer. Release of funds to Buyer shall not
247 relieve Seller of Seller's obligation to pay any sales and use tax due. All escrow fees shall be paid by Seller.

248 **LEASED REAL ESTATE**

249 **Real Estate Leased to Third Parties.** **CHECK AS APPLICABLE**

250 For any Real Estate included in the purchase price which is owned by Seller and leased to third parties and
251 such lease(s) extend beyond closing, Seller shall assign Seller's interests and rights under the lease(s) and transfer all
252 security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**
253 lease(s), if any, are _____

254 _____
255 Seller agrees the lease(s) for the following Real Estate currently owned by Seller and leased to third parties
256 shall terminate at closing: _____

257 _____
258 **Real Estate Owned by Seller.** If the Real Estate occupied by the Business is owned by Seller, but not sold by this Offer:
259 **CHECK AS APPLICABLE**

260 Seller agrees to lease the Real Estate to Buyer at closing on the following terms: _____
261 _____
262 _____

263 Seller agrees to lease the Real Estate to Buyer at closing according to the terms of the lease attached to this
264 Offer as an addendum per line **xxx**.

265 This Offer is contingent upon Seller and Buyer, within _____ days ("**30**" if left blank) ~~from~~-after acceptance of
266 this Offer, negotiating the terms of a written lease for the Real Estate to be executed at closing, with a minimum term from
267 to _____ and minimum initial rent of \$ _____ per month **???**~~STRIKE AND COMPLETE~~
268 **AS APPLICABLE** or this Offer shall be null and void.

269 **Real Estate Leased to Seller.** If the Real Estate occupied by the Business is owned by a third party and leased to Seller,
270 then **CHECK AS APPLICABLE**

271 Seller agrees to assign its interest in the lease for the Real Estate to Buyer, if assignable. (See lines 21-30.)
272 This Offer is contingent upon the third party and Buyer, within _____ days ("**30**" if left blank) ~~from~~-after
273 acceptance of this Offer, negotiating the terms of a written lease for the Real Estate to be executed at closing, with a
274 minimum term from _____ to _____ and an initial maximum rent of \$
275 _____ per month **???**~~STRIKE AND COMPLETE AS APPLICABLE~~ or this Offer shall be null and void.

276 **LEASED ASSETS (OTHER THAN REAL ESTATE)**

277 **Assets Leased to Third Parties.** **CHECK AS APPLICABLE**

278 For non-real property Assets included in the purchase price which are owned by Seller and leased to third
279 parties and such lease(s) extend beyond closing, Seller shall assign Seller's interests and rights under the lease(s) and
280 transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE**
281 **ONE** lease(s), if any, are _____

282 _____
283 Seller agrees the lease(s) for the following Assets currently owned by Seller and leased to third parties shall
284 terminate at closing: _____

285 _____
286 **Assets Owned by Seller.** If Assets are used by the Business and owned by Seller, but not sold by this Offer, Seller:
287 **CHECK AS APPLICABLE**

288 Seller agrees to lease the following listed Assets to Buyer at closing on the following terms: _____
289 _____
290 _____

291 Seller agrees to lease the following listed Assets to Buyer at closing according to the terms of the lease(s)
292 attached to this Offer as an addendum per line **xxx**. Assets: _____

293 _____

294 This Offer is contingent upon Seller and Buyer, within _____ days ("30" if left blank) after acceptance of this
295 Offer, negotiating the terms of a written lease(s) for the following listed Assets to be executed at closing, with a minimum
296 term(s) from _____ to _____ and minimum initial rent(s) of \$
297 _____ per month ~~???~~ **STRIKE AND COMPLETE AS APPLICABLE** or this Offer shall be null and void. Assets:

298 _____
299 ■ **Assets Leased to Seller.** If Assets used by the Business are owned by a third party and leased to Seller, then

300 **CHECK AS APPLICABLE**

301 Seller agrees to assign its interest in the lease(s) for the following listed Assets to Buyer, if assignable. (See
302 lines xx-xx.) Assets: _____

303 This Offer is contingent upon the third party and Buyer, within _____ days ("30" if left blank) after
304 acceptance of this Offer, negotiating the terms of a written lease(s) for the following listed Assets to be executed at
305 closing, with a minimum term(s) from _____ to _____ and an initial maximum rent(s) of
306 \$ _____ per month ~~???~~ **STRIKE AND COMPLETE AS APPLICABLE** or this Offer shall be null and void. Assets:

307 _____
308 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
309 documentation required by any optional provisions checked on lines xxx-xxx below. The optional provisions checked on
310 lines xxx-xxx shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers (1)
311 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written
312 evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of
313 Buyer's notice,
314 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
315 checked at lines xxx-xxx.

316 **Proposed Use:** Buyer is purchasing the Assets for the purpose of: _____

317 _____
318 _____ **[insert proposed use and type and**
319 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

320 **ZONING:** Verification of zoning and that the Property's-Real Estate zoning allows Buyer's proposed use
321 described at lines xxx-xxx.

322 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
323 affecting the Property-Assets and a written determination by a qualified independent third party that none of these
324 prohibit or significantly delay or increase the costs of the proposed use or development identified at lines xxx-xxx.

325 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
326 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
327 the following items related to Buyer's proposed use: _____

328 _____ or delivering written notice
329 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
330 the cost of Buyer's proposed use described at lines xxx-xxx.

331 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property-Assets from
332 public roads.

333 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither
334 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** rezoning; conditional use
335 permit; variance; other _____ for the Property for its proposed use described at lines
336 xxx-xxx. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____
337 days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

338 **DOCUMENT REVIEW/RECEIPT CONTINGENCY**

339 ■ **BUYER OBTAINING DOCUMENTS:** This Offer is contingent upon Buyer, at Buyer's expense, being able to obtain the
340 following within the number of days of-after acceptance specified in each item checked below (consider addressing
341 licenses, permits, etc.)

342 _____ (____ days).

343 _____ (____ days).

344 _____ (____ days).

345 This contingency shall be deemed satisfied unless Buyer, within _____ days ("**5**" if left blank) of the deadlines for
346 **Buyer obtaining the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied.**
347 The notice shall identify which document(s) (a) cannot be timely obtained and why they cannot be obtained, or (b) do not
348 meet the standard set forth for the document(s).

349 ■ **BUYER TERMINATION RIGHTS:** If Buyer cannot obtain any document by the stated deadline; Buyer may terminate
350 this Offer if Buyer delivers a written notice of termination to Seller.

351 ■ **SELLER DELIVERING DOCUMENTS:** This Offer is contingent upon Seller delivering the following documents to Buyer
352 within the number of days of-after acceptance specified in each item checked below. All documents Seller delivers to
353 Buyer shall be true, accurate, current and complete. **SHOULD THESE BE CHANGED TO HAVE JUST ONE**
354 **DEADLINE? OR DO SEPARATE DEADLINES MAKE SENSE GIVEN DIFFERENT DOCUMENTS?**

355 Documents showing the sale of the Assets has been properly authorized, if Seller is a business entity (_____
 356 days).

357 A complete inventory of all included Business Personal Property which shall be consistent with all prior
 358 representations (____ days).

359 Uniform Commercial Code lien search as to the Business Personal Property included in the purchase price,
 360 showing the Business Personal Property to be free and clear of all liens, other than liens to be released prior to or from
 361 the proceeds of closing (____ days).

362 Copies of all leases affecting the Assets, which shall be consistent with all prior representations (____ days).

363 Estimated principal balance of accounts receivable and payable which shall be consistent with all prior
 364 representations (____ days).

365 Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the
 366 following years _____ which shall be consistent with all prior
 367 representations (____ days).

368 Copies of all current licenses held by Business which indicate that Business holds all licenses required for current
 369 operations (____ days).

370 Copies of franchise agreements, if any, which shall be consistent with all prior representations (____ days).

371 Any agreements restricting Seller from competing with Buyer after closing which shall be consistent with all prior
 372 representations (____ days).

373 Other _____

374 Other _____

375 Other _____

376 This contingency shall be deemed satisfied unless Buyer, within _____ days ("**5**" if left blank) of the **deadlines for**
 377 **delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied.** The
 378 notice shall identify which document(s): (a) have not been timely delivered; or (b) do not meet the standard set forth for
 379 the document(s). Buyer shall keep all such documents confidential and disclose them to third parties only to the extent
 380 necessary to implement other provisions of this Offer.

381 ■ **BUYER TERMINATION RIGHTS:** If Seller does not make timely delivery of any document by the stated deadline;
 382 Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of
 383 the document(s) identified in Buyer's written notice as not having been timely received. Buyer shall return all documents
 384 (originals and any reproductions) to Seller if this Offer is terminated.

385 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
 386 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the **Property-Real Estate**
 387 (see lines **xxx-xxx**), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no
 388 Defects.

389 **NOTE: "Defect" as defined on lines xxx-xxx means a condition that would have a significant adverse effect on the**
 390 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 391 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 392 **of the premises.**

393 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a
 394 material contingent liability affecting the **Property-Real Estate** arising under any environmental laws, the presence of an
 395 underground storage tank(s) or material levels of hazardous substances either on the **Property-Real Estate** or presenting
 396 a significant risk of contaminating the **Property-Real Estate** due to future migration from other properties. Defects do not
 397 include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

398 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("**30**" if
 399 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
 400 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

401 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

402 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

403 If Seller has the right to cure, Seller may satisfy this contingency by:

404 (1) delivering written notice to Buyer within _____ ("**10**" if left blank) days after Buyer's delivery of the Notice of
 405 Defects stating Seller's election to cure Defects;

406 (2) curing the Defects in a good and workmanlike manner; and

407 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

408 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
 409 Assessment report and:

410 (1) Seller does not have a right to cure; or

411 (2) Seller has a right to cure but:

412 (a) Seller delivers written notice that Seller will not cure; or

413 (b) Seller does not timely deliver the written notice of election to cure.

414 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An “Environmental Site Assessment” (also known as a “Phase I Site
415 Assessment”) may include, but is not limited to: (1) an inspection of the PropertyReal Estate; (2) a review of the ownership
416 and use history of the PropertyReal Estate, including a search of title records showing private ownership of the Property
417 Real Estate for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of
418 the PropertyReal Estate, if available; (4) a review of environmental licenses, permits or orders issued with respect to the
419 Property-Real Estate (5) an evaluation of results of any environmental sampling and analysis that has been conducted on
420 the PropertyReal Estate; and (6) a review to determine if the Property-Real Estate is listed in any of the written
421 compilations of sites or facilities considered to pose a threat to human health or the environment including the National
422 Priorities List, the Department of Nature Resources’ (DNR) Registry of Waste Disposal Sites, the DNR’s Contaminated
423 Lands Environmental Action Network, and the DNR’s Remediation and Redevelopment (RR) Sites Map including the
424 Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed
425 under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and
426 Materials “Standard Practice for Environmental Site Assessments”), and state and federal guidelines, as applicable.

427 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of**
428 **the soil or groundwater or other testing of the Property-Real Estate for environmental pollution. If further**
429 **investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples),**
430 **Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines**
431 **xxx-xxx or attach as an addendum per line xxx.**

432 **PROPERTY IMPROVEMENT, DEVELOPMENT OR CHANGE OF USE** If Buyer contemplates improving, developing or
433 changing the use of the Assets, Buyer may need to address municipal ordinances and zoning, recorded building and use
434 restrictions, covenants and easements which may prohibit some improvements or uses. The need for licenses, building
435 permits, zoning variances, environmental audits, etc. may need to be investigated to determine feasibility of
436 improvements, development or use changes for the Assets. Contingencies for investigation of these issues may be added
437 to this Offer. See lines xxx-xxx and xxx-xxx. If plant closings or mass layoffs will occur as a result of this Offer the Buyer
438 and Seller should review federal and state plant closing laws.

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

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

451 Buyer agrees to promptly restore the Property-Assets to its original condition after Buyer’s inspections and testing are
452 completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing
453 reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be
454 required to be reported to the Wisconsin Department of Natural Resources.

455 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines xxx-xxx).

456 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property-Assets
457 which discloses no Defects or Deficiencies.

458 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
459 an inspection of _____

460
461 (list any Property-Asset feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects or
462 Deficiencies.

463 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
464 provided they occur prior to the Deadline specified at line xxx. Each inspection shall be performed by a qualified
465 independent inspector or independent qualified third party.

466 Buyer shall order the inspection (s) and be responsible for all costs of inspection(s).

467 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s),**
468 **as well as any follow-up inspection(s).**

469 This contingency shall be deemed satisfied unless Buyer, within _____ days (“30” if left blank) after acceptance, delivers
470 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
471 Defect(s) and Deficiencies identified in the inspection report(s) to which Buyer objects (Notice of Defects).

472 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

473 For the purpose of this contingency, Defects (see lines xxx-xxx) and Deficiencies (see lines xxx-xxx) do not include
474 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

475 **NOTE: "Defect" as defined on lines xxx-xxx means a condition that would have a significant adverse effect on the**
 476 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 477 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 478 **of the premises. "Deficiency" as defined on lines xxx-xxx means an imperfection that materially impairs the**
 479 **worth or utility of an Asset other than Real Estate; makes such Asset unusable or significantly harmful; or**
 480 **substantially prevents such Asset from functioning or operating as designed or intended.**

481 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects or
 482 Deficiencies.

483 If Seller has the right to cure, Seller may satisfy this contingency by:

484 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election
 485 to cure Defects or Deficiencies;

486 (2) curing the Defects or Deficiencies in a good and workmanlike manner; and

487 (3) delivering to Buyer a written report detailing the work done no later than ~~three~~ 3 days prior to closing.

488 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s)
 489 and:

490 (1) Seller does not have a right to cure; or

491 (2) Seller has a right to cure but:

492 (a) Seller delivers written notice that Seller will not cure; or

493 (b) Seller does not timely deliver the written notice of election to cure

494 **IF LINE xxx IS NOT MARKED OR IS MARKED N/A LINES xxx-xxx APPLY.**

495 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 496 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
 497 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
 498 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
 499 Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that
 500 lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard
 501 insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium.
 502 Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using
 503 multiple loan sources or obtaining a construction loan or land contract financing, describe at lines xxx-xxx or in an
 504 addendum attached per line xxx. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination
 505 fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller
 506 agrees to allow lender's appraiser access to the Property.

507 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless
 508 otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
 509 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

510 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE xxx or xxx.**

511 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

512 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 513 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2"
 514 if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent
 515 adjustment.

516 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 517 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

518 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a**
 519 **contingency for that purpose.**

520 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 521 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

522 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
 523 (even if subject to conditions) that is:

524 (1) signed by Buyer; or

525 (2) accompanied by Buyer's written direction for delivery.

526 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
 527 this contingency.

528 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender**
 529 **to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
 530 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

531 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line xxx.
 532 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 533 written loan commitment from Buyer.

534 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
 535 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall

536 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
537 unavailability.

538 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

539 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines xxx-xxx; or

540 (2) the Deadline for delivery of the loan commitment set on line xxx

541 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
542 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended
543 accordingly.

544 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
545 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
546 worthiness for Seller financing.

547 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
548 acceptance, Buyer shall deliver to Seller either:

549 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
550 the time of verification, sufficient funds to close; or

551 (2) _____
552 _____ [Specify documentation Buyer agrees to deliver to Seller].

553 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering
554 written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not
555 obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow
556 Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not
557 subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the
558 right of access for an appraisal constitute a financing commitment contingency.

559 **SELLER FINANCING: FIRST OR SECOND SECURED LIEN:** Seller will loan to Buyer the sum of \$ _____
560 at closing in exchange for Buyer's execution and delivery of a promissory note and documentation of collateral (mortgage,
561 security agreement, collateral assignment, guaranty, etc.) encumbering some or all of the Assets or such other
562 documentation necessary to satisfy the requirements of this Offer. Documents may include, but are not be limited to, the
563 following terms:

564 ♦ Principal Balance: \$ _____ (same as above).

565 ♦ Rate of interest per year: _____ %.

566 ♦ Interest to be paid in (advance) (arrears) **STRIKE ONE** ["arrears" if neither is stricken].

567 ♦ Term: _____ (months/years).

568 ♦ Amortization Period: _____ (months/years).

569 ♦ Payments to be made monthly on _____ day of the month.

570 ♦ Late payment charge of _____ % of the monthly principal and interest for payments received more than
571 _____ days after the due date.

572 ♦ Prepayment fee: (None) (_____ if paid before _____) **STRIKE ONE** ["none" if neither is stricken].

573 ♦ Buyer understands that the entire balance of such debt will be due (balloon) at the end of the specified term.
574 [Use if amortization period exceeds term].

575 ♦ **[Use the following if Seller is taking back a second priority lien]:** Seller agrees that the collateral for this
576 loan will be subordinate to a first lien against the Assets in the (amount of _____ % of the purchase price) (sum of
577 \$ _____) **STRIKE AND COMPLETE AS APPLICABLE**.

578 ♦ The default period shall be _____ days ("30" if left blank) for payments and _____ days ("30" if left blank) for
579 performance of any other obligations.

580 ♦ Following any payment default, interest shall accrue at the rate of _____ % per annum on the entire amount in
581 default until such time, if any, as the default is cured.

582 ■ **CREDIT REPORT:** Buyer must deliver a current credit report to Seller [together with this Offer][within _____ days ("5" if left
583 blank) of acceptance of this Offer] **STRIKE AND COMPLETE AS APPLICABLE**. Within _____ days ("7" if left blank) of
584 Buyer's delivery of such report Seller may, in Seller's reasonable discretion, object to Buyer's credit worthiness and void
585 this contract by delivering to Buyer written notice of such objection.

586 ■ **LOAN DOCUMENTATION:** Seller's attorney shall prepare the loan documentation at Seller's expense, and distribute
587 the proposed draft no later than _____ days ("21" if left blank) prior to closing, for approval by Buyer. Within
588 _____ days ("7" if left blank) of delivery of the proposed documents, the Buyer may provide written notice to
589 the Seller specifying the Buyer's objections, and the Offer shall be null and void unless (1) the parties agree to amended
590 documentation or (2) Buyer provides Seller a commitment for the above financing from a third party lender within
591 _____ days ("14" if left blank) of delivery of the proposed documents.

592 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender obtaining the appraisal
593 reports checked below [CHECK LINES xxx, xxx OR xxx, AS APPROPRIATE], at buyer's expense. This contingency shall
594 be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report(s)

595 which indicates that the appraised value is not equal to or greater than the amount indicated in the corresponding
596 subsection(s) selected below:

597 **ALL ASSETS APPRAISAL:** An appraisal of all Assets appraised by a qualified independent appraiser for Real
598 Estate, or by an qualified, independent appraiser for non-Real Estate Assets, who issues an appraisal report dated
599 subsequent to the date of this Offer indicating an appraised value for the Assets equal to or greater than the agreed
600 upon purchase price.

601 **REAL ESTATE APPRAISAL:** An appraisal of the Real Estate by a Wisconsin licensed or certified independent
602 appraiser who issues an appraisal report(s) dated subsequent to the date of the Offer indicating an appraised value
603 equal to or greater than \$ _____.

604 **SPECIFIED ASSETS APPRAISAL:** An appraisal of the following non-Real Estate Assets: _____
605 _____ (specify by category such as
606 inventory, vehicles, machinery, equipment, etc. or name specific Assets) by a qualified independent appraiser who
607 issues an appraisal report(s) dated subsequent to the date of the Offer indicating an appraised value equal to or
608 greater than \$ _____.

609 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
610 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the
611 purchase price to the value shown on the appraisal report within _____ days ("5"?? if left blank) after Buyer's delivery
612 of the appraisal report(s) and the notice objecting to the appraised value(s). Seller and Buyer agree to promptly execute
613 an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
614 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to the appraised value(s) and the
615 written appraisal report(s) and:

- 616 (1) Seller does not have the right to cure; or
- 617 (2) Seller has the right to cure but:
 - 618 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 619 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
620 report.

621 **CAUTION: Buyer may wish to confer with Buyer's lender(s) before engaging any appraisers to ensure the**
622 **appraiser is acceptable to the lender. An appraisal ordered by Buyer's lender may not be received until shortly**
623 **before closing. Consider whether deadlines provide adequate time for performance.**

624 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing
625 values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or
626 homeowners association assessments, fuel and _____

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

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

631 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
632 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS
633 CHOICE APPLIES IF NO BOX IS CHECKED.

634 Current assessment times current mill rate (current means as of the date of closing).

635 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
636 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

637 _____

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

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

648 **TITLE EVIDENCE**

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

656 _____
657 _____ (insert other allowable exceptions from title, if any) that constitutes
658 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
659 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

660 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
661 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
662 **making improvements to Property-Real Estate or a use other than the current use.**

663 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
664 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
665 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by
666 Buyer's lender and recording the deed or other conveyance.

667 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
668 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
669 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
670 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
671 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines
672 **xxx-xxx**).

673 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's
674 attorney or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as
675 of a date no more than 15 days before delivery of such title evidence to be merchantable per lines **xxx-xxx**, subject only to
676 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

677 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
678 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
679 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
680 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
681 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
682 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
683 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
684 merchantable title to Buyer.

685 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
686 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
687 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
688 describing the planned improvements and the assessment of benefits.

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

695 **DEFINITIONS**

696 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
697 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written
698 notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

699 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
700 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
701 registered mail or make regular deliveries on that day.

702 ■ **BUSINESS PERSONAL PROPERTY:** "Business Personal Property" is defined as all tangible and intangible personal
703 property and rights in personal property owned by Seller and used in the Business as of the date of this Offer, including,
704 but not limited to, furniture, trade fixtures and equipment, tools used in business, telephone numbers and listings if
705 transferable, customer lists, trade names, intellectual property, Internet domain names, digital media, digital marketing,
706 databases, business records, supplies, leases, advance lease deposits, customer deposits, signs, all other personal
707 property used in Business, and if transferable, all permits, special licenses and franchises, except those assets disposed
708 of in the ordinary course of business or as permitted by this Offer.

709 **CAUTION: Identify on lines **xx-xx** Business Personal Property not included in the purchase price or not**
710 **exclusively owned by Seller, such as licensed or rented personal property, tenants' personal property and**
711 **tenants' trade fixtures.**

712 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
713 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
714 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
715 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
716 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and

717 by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a
718 specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

719 ■ **DEFECT**: "Defect" means a condition that would have a significant adverse effect on the value of the PropertyReal
720 Estate; that would significantly impair the health or safety of future occupants of the PropertyReal Estate; or that if not
721 repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

722 ■ **DEFICIENCY**: "Deficiency" means an imperfection that materially impairs the worth or utility of an Asset other than Real
723 Estate; makes such Asset unusable or significantly harmful; or substantially prevents such Asset from functioning or
724 operating as designed or intended.

725 ■ **FIRM**: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

726 ■ **PARTY**: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

727 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
728 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.

729 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
730 acreage or building square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate
731 because of rounding, formulas used or other reasons, unless verified by survey or other means.

732 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
733 **building or room dimensions, if material.**

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

741 **MAINTENANCE** Seller shall maintain the Property-Assets and all personal property included in the purchase price until
742 the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer,
743 except for ordinary wear and tear and changes agreed upon by Parties.

744 **PROPERTY DAMAGE TO ASSETS BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property
745 isAssets are damaged in an amount not more than five percent of the purchase price, other than normal wear and tear,
746 Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property-Assets to materially the same
747 condition it-wasthey were in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required
748 permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the
749 purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of
750 Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds,
751 if any, relating to the damage to the PropertyAssets, plus a credit towards the purchase price equal to the amount of
752 Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any
753 insurance proceeds shall be held in trust for the sole purpose of restoring the PropertyAssets.

754 **BUYER'S PRE-CLOSING WALK-THROUGHVIEW OF ASSETS** Within three-3 days prior to closing, at a reasonable
755 time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk-throughview the Property-Assets to
756 determine that there has been no significant change in the condition of the PropertyAssets, except for ordinary wear and
757 tear and changes agreed upon by Parties, and that any Ddefects or Deficiencies Seller has agreed to cure have been
758 repaired in the manner agreed to by the Parties.

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

762 If Buyer defaults, Seller may:

- 763 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 764 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
765 actual damages.

766 If Seller defaults, Buyer may:

- 767 (1) sue for specific performance; or
- 768 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

774 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
775 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
776 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**

777 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
778 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

782 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
783 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
784 <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

785 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
786 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
787 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA
788 withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign
789 trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property
790 transferred, and the amount of any liability assumed by Buyer.

791 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
792 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
793 **upon the Property.**

794 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
795 condition report incorporated in this Offer per lines **xx-xx**, or (2) no later than 10 days after acceptance, Seller delivers
796 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines **xxx-xxx** apply.

797 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
798 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
799 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
800 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
801 Offer and proceed under lines **xxx-xxx**.

802 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
803 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
804 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

805 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any
806 instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required
807 under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction,
808 Seller shall

809 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
810 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
811 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

812 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
813 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA
814 exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors
815 regarding FIRPTA.

816 **TAX DEFERRED EXCHANGE** If ~~this Property is the Assets are~~ purchased or sold to accomplish an IRC Section 1031
817 Tax Deferred exchange of like-kind property, ~~Both both~~ Parties agree to cooperate with any documentation necessary to
818 complete the exchange. The exchangor shall hold cooperating party harmless from any and all claims, costs or liabilities
819 that may be incurred as a result of the exchange.

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

823 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
824 **xxx or xxx.**

825 Name of Seller's recipient for delivery, if any: _____

826 Name of Buyer's recipient for delivery, if any: _____

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

828 Seller: (_____) _____ Buyer: (_____) _____

829 **(3) Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a
830 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
831 address at line **xxx** or **xxx**.

832 **(4) U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
833 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

834 Address for Seller: _____

835 Address for Buyer: _____

836 **(5) Email:** electronically transmitting the document or written notice to the email address.

837 Email Address for Seller: _____

838 Email Address for Buyer: _____

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

841 **ADDENDA:** The attached _____ is/are made part of this Offer.

842 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

843 _____

844 _____

845 _____

846 _____

847 _____

848 _____

849 **NOTE: THIS OFFER TO PURCHASE IS FOR THE SALE OF BUSINESS ASSETS. CONSULT APPROPRIATE**
850 **ADVISORS FOR TAX, LICENSING, LIABILITY OR RELATED ISSUES.**

851 This Offer was drafted by [Licensee and Firm] _____

852 All persons signing below on behalf of an entity represent that they have legal authority to sign for and bind the entity.

853 **NOTE: If signing for an entity use an authorized signature line and print your name and title.**

854 Buyer Entity Name (if any): _____

855 (x) _____

856 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

857 (x) _____

858 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

859 Buyer Entity Name (if any): _____

860 (x) _____

861 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

862 (x) _____

863 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

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

868 Seller Entity Name (if any) (include type and state of organization): _____

869 (x) _____

870 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

871 (x) _____

872 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

873 Seller Entity Name (if any) (include type and state of organization): _____

874 ((x)) _____

875 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

876 (x) _____

877 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

878 This Offer was presented to Seller by [Licensee and Firm] _____

879 _____ on _____ at _____ a.m./p.m.

880 This Offer is rejected _____ This Offer is countered [See attached counter] _____

881 Seller Initials▲ Date▲ Seller Initials▲ Date▲

WB-16 OFFER TO PURCHASE – BUSINESS WITH REAL ESTATE INTEREST

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer (if entity, include type and state of organization), _____

4 _____

5 _____, offers to purchase the Assets of the Business known as:

6 Business Name (include both legal name and any trade names) _____

7 _____

8 Type of Business Entity (e.g., corporation, LLC, partnership, sole proprietorship, etc.): _____

9 Business Description: _____

10 _____

11 _____

12 _____ (Lines 6-12 hereinafter referred to as the "Business")

13 Insert additional description, if any, at lines 699-713 or attach as an addendum per line 698. The terms of Buyer's offer are as follows:

14 ■ PURCHASE PRICE: _____

15 _____ Dollars (\$ _____).

16 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____

17 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

18 _____.

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

20 ■ INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price the following:

21 ■ DESCRIPTION OF INTEREST IN REAL ESTATE:

22 Street address is: _____ in the

23 _____ of _____, County of _____, Wisconsin (the "Real Estate").

24 The Real Estate is owned by: _____

25 _____.

26 The Real Estate is leased to: _____

27 _____ (see lines 300-325).

28 The interest in the Real Estate included in the purchase price is: ownership leasehold assignment of existing

29 lease _____. Insert any additional description, including further description

30 of the type of interest in the Real Estate that is included in purchase price, at lines 699-713 or attach as an addendum per line 698.

31 ■ DESCRIPTION OF OTHER ASSETS:

32 Seller shall also include in the purchase price (unless excluded at lines 48-50) the Assets of the Business including all goodwill,

33 stock-in-trade, trade fixtures, accounts receivable, Business Personal Property, Fixtures, and the following additional property

34 (consider work in process, if applicable): _____

35 _____ ~~STRIKE AND COMPLETE AS APPLICABLE~~

36 (hereinafter, including the interest in Real Estate described above, collectively the "Assets").

37 Seller shall convey Business Personal Property and any other personal property by Bill of Sale or _____

38 _____, free and clear of all liens and encumbrances except _____

39 _____.

40 For the items below, the purchase price shall be based on the following terms: _____

41 (a) stock-in-trade _____

42 _____

43 _____

44 (b) accounts receivable _____

45 _____

46 _____

47 (c) Other (e.g., work in process) _____

48 ■ NOT INCLUDED IN THE PURCHASE PRICE: _____

49 _____

50 _____

51 **CAUTION: Identify Fixtures, trade fixtures and Business Personal Property to be excluded by Seller or which are rented and**

52 **will continue to be owned by the lessor (see lines 221-228 and 560-570).**

53 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

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

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

58 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
59 before _____. Seller may keep the Assets on the market
60 and accept secondary offers after binding acceptance of this Offer.

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

62 **OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of this offer ONLY if the box is
63 marked such as with an "X." They are not part of this Offer if marked "N/A" or are left blank.

64 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written
65 notices to a Party shall be effective only when accomplished by one of the methods specified at lines 66-84.

66 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
67 line 68 or 69.

68 Seller's recipient for delivery (optional): _____

69 Buyer's recipient for delivery (optional): _____

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

71 Seller: (_____) _____ Buyer: (_____) _____

72 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial
73 delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 68 or 69, for delivery to the
74 Party's delivery address at line 77 or 78.

75 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to
76 the Party's recipient for delivery if named at line 68 or 69, for delivery to the Party's delivery address at line 77 or 78.

77 Delivery address for Seller: _____

78 Delivery address for Buyer: _____

79 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 83 or 84.
80 If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or
81 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic
82 documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

83 E-Mail address for Seller: _____

84 E-Mail address for Buyer: _____

85 **BUSINESS AND PROPERTY CONDITION PROVISIONS**

86 ■ **REPRESENTATIONS REGARDING THE BUSINESS, ASSETS AND TRANSACTION:** Seller represents to Buyer that as of the
87 date of acceptance Seller has no notice or knowledge of Conditions Affecting the Business, Assets or Transaction (as defined at lines
88 465-530) other than those identified in Seller's disclosure report(s) **CHECK AND INSERT DATES AS APPLICABLE:**

89 Seller disclosure report (commercial or business real estate) dated _____

90 Real Estate Condition Report (1-4 dwelling units) dated _____

91 Vacant Land Disclosure Report (no buildings) dated _____

92 Business disclosure report(s) dated _____

93 Other: _____ (specify) dated _____

94 which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this Offer by reference and

95 _____

96 _____

97 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

98 **CAUTION: If Assets include 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis.**
99 **Stat. § 709.03 may be required. If Assets include Real Estate without any buildings, a Vacant Land Disclosure Report**
100 **containing the disclosures provided in Wis. Stat. § 709.033 may be required. Buyer may have rescission rights per Wis.**
101 **Stat. § 709.05. A commercial or business disclosure report for commercial/business Real Estate may be used as well as**
102 **business disclosure report(s) regarding Assets other than real estate. More than one report may be used.**

103 **SALES AND USE TAX**

104 Sales and use tax, if any, for sales occurring prior to closing shall be paid by Seller. Within 120 days of closing, Seller shall provide
105 Buyer with a sales and use tax clearance certificate from the Department of Revenue that any sales and use tax due has been paid,
106 per Wis. Stat. Ch. 77. These responsibilities shall survive closing.

107 **SALES AND USE TAX ESCROW:** Seller agrees to escrow \$ _____ at closing to be held by
108 _____ (escrow agent) and released to Seller

109 when Seller provides the escrow agent with a sales and use tax clearance certificate from the Department of Revenue confirming
110 that any sales and use tax due has been paid, per Wis. Stat. Ch. 77. If a certificate is not provided to escrow agent within 120 days of
111 closing, escrow funds shall be released to Buyer. Release of funds to Buyer shall not relieve Seller of Seller's obligation to pay any
112 sales and use tax due. All escrow fees shall be paid by Seller.

113 **DELIVERY/ACTUAL RECEIPT** Delivery to, or Actual Receipt by, any named Buyer or Seller constitutes delivery to, or Actual
 114 Receipt by, all Buyers or Sellers.

115 **BUSINESS OPERATION** Seller shall continue to conduct the Business in a regular and normal manner and shall use Seller's best
 116 efforts to keep available the services of Seller's present employees and to preserve the goodwill of Seller's suppliers, customers and
 117 others having business relations with Seller. Seller shall maintain the equipment, appliances, business fixtures, fixtures, tools,
 118 furniture and other Business Personal Property in substantially the same working order as of the date of acceptance of this Offer.

119 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the physical Assets until the earlier of
 120 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear
 121 and tear. If, prior to the earlier of closing or occupancy by Buyer, the physical Assets are damaged in an amount of not more than five
 122 percent (5%) of the purchase price, Seller shall be obligated to repair the damaged property and restore it to the same condition that
 123 is was in on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 124 restoration. If Seller is unable to repair and restore the damaged property, Seller shall promptly notify Buyer in writing and this Offer
 125 may be canceled at the option of the Buyer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the
 126 damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage,
 127 Buyer shall be entitled to any insurance proceeds relating to the damaged property, plus a credit towards the purchase price equal to
 128 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,
 129 any insurance proceeds shall be held in trust for the sole purpose of restoring the physical Assets.

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

138 **NOTE: Any contingency authorizing testing should specify the Assets to be tested, the purpose of the test, (e.g., to**
 139 **determine if the presence or absence of a source of environmental contamination), any limitations on Buyer's testing and**
 140 **any other material terms of the contingency.**

141 Buyer agrees to promptly restore the Assets to their original condition after Buyer's inspections and testing are completed unless
 142 otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller
 143 acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the
 144 Wisconsin Department of Natural Resources.

145 **BUYER'S PRE-CLOSING VIEW OF ASSETS** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's
 146 agent, Buyer shall have the right to view the Assets solely to determine that there has been no significant change in the condition of
 147 the Assets, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have
 148 been repaired in the manner agreed to by the Parties.

149 **CAUTION: The intention of this paragraph is only to allow Buyer to view the Assets. The Parties should consider separate**
 150 **language to address specific concerns.**

151 **PROPERTY IMPROVEMENT, DEVELOPMENT OR CHANGE OF USE** If Buyer contemplates improving, developing or changing
 152 the use of the Assets, Buyer may need to address municipal ordinances and zoning, recorded building and use restrictions,
 153 covenants and easements which may prohibit some improvements or uses. The need for licenses, building permits, zoning
 154 variances, environmental audits, etc. may need to be investigated to determine feasibility of improvements, development or use
 155 changes for the Assets. Contingencies for investigation of these issues may be added to this Offer. See lines 355-381 and 382-424.
 156 If plant closings or mass layoffs will occur as a result of this Offer the Buyer and Seller should review federal and state plant closing
 157 laws.

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

161 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to**
 162 **Buyer's decision to purchase.**

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

166 If Buyer defaults, Seller may:

- 167 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 168 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
 169 damages.

170 If Seller defaults, Buyer may:

- 171 (1) sue for specific performance; or
 172 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

186 **EARNEST MONEY**

187 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's
 188 broker if Assets are not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as
 189 provided in the Offer.

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

192 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 193 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At
 194 closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be
 195 disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not
 196 been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an
 197 attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 198 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 199 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from
 200 the earnest money any costs and reasonable attorney's fees, in an amount up to \$1,000 but no more than one-half of the earnest
 201 money, prior to disbursement.

202 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to
 203 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
 204 (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with
 205 broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has
 206 jurisdiction with regard to civil actions involving amounts claimed up to the amount specified in Wis. Stat. Ch. 799. Buyer and Seller
 207 should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the
 208 broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable
 209 Department of Safety and Professional Service regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

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

218 **DEFINITIONS**

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

221 ■ **BUSINESS PERSONAL PROPERTY:** "Business Personal Property" is defined as all tangible and intangible personal property and
 222 rights in personal property owned by Seller and used in the Business as of the date of this Offer, including, but not limited to,
 223 furniture, trade fixtures and equipment, tools used in business, telephone numbers and listings if transferable, customer lists, trade
 224 names, intellectual property, Internet domain names, digital media, digital marketing, databases, business records, supplies, leases,
 225 advance lease deposits, customer deposits, signs, all other personal property used in Business, and if transferable, all permits,
 226 special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted by this Offer.

227 **CAUTION: Identify on lines 48-50 Business Personal Property not included in the purchase price or not exclusively owned**
 228 **by Seller, such as licensed or rented personal property, tenants' personal property and tenants' trade fixtures.**

229 **(Definitions Continued on Page 9)**

230 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;
 231 (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____
 232 _____ . If "Time is of the Essence"
 233 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
 234 not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

235 **ALLOCATION OF PURCHASE PRICE** **CHECK LINE 236 OR 245**

236 The Parties agree to the following allocation of the purchase price:
 237 Goodwill:..... \$ _____
 238 Stock-in-trade (inventory): \$ _____
 239 Accounts receivable:..... \$ _____
 240 Business Personal Property:..... \$ _____
 241 Real Estate Interest: \$ _____
 242 Other: \$ _____
 243 Other: \$ _____
 244 Total \$ _____

245 The Parties shall agree in writing on an allocation by the following deadline: (within _____ days of acceptance of
 246 the Offer) (_____, _____) **STRIKE AND COMPLETE AS APPLICABLE**. If the Parties cannot
 247 agree on an allocation by the deadline either Party may, within 5 days following the deadline, deliver written notice to terminate and
 248 all earnest money shall be returned to Buyer. If no notice is delivered by either party within such 5 day period, the Parties agree to
 249 proceed to closing and separately allocate the purchase price.

250 **CAUTION: Failure of the parties to agree on an allocation of purchase price prior to closing may have tax implications. Fair**
 251 **market value of the real property must be determined prior to closing to complete the transfer return per Wis. Stat. § 77.22.**
 252 **The Parties should consult accountants, legal counsel or other appropriate experts, as necessary.**

253 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental
 254 consultant of Buyer's choice conducting an Environmental Site Assessment of the Real Estate (see lines 544-559), at (Buyer's)
 255 (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, which discloses no Defects. For the purpose of this contingency, a
 256 Defect (see lines 538-540) is defined to also include a material violation of environmental laws, a material contingent liability affecting
 257 the Real Estate arising under any environmental laws, the presence of an underground storage tank(s) or material levels of
 258 hazardous substances either on the Real Estate or presenting a significant risk of contaminating the Real Estate due to future
 259 migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or
 260 written notice before signing the Offer.

261 **CAUTION: The Parties should consider additional environmental inspection or testing contingencies of the Assets.**

262 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____
 263 days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s)
 264 identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

265 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

266 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has
 267 the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the
 268 Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3)
 269 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
 270 makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right
 271 to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely
 272 deliver the written notice of election to cure.

273 **CLOSING** Legal possession of the Assets shall be delivered to Buyer at the time of closing. This transaction is to be closed no later
 274 than _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

275 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real
 276 estate taxes, personal property taxes, rents, prepaid insurance (if transferred), private and municipal charges, property owners
 277 association assessments, fuel, other prepaid amounts for items being transferred to Buyer, and _____
 278 _____.

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

280 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Personal property
 281 taxes shall be prorated based on (the taxes for the current year, if known, otherwise on the taxes for the preceding year)
 282 (_____) **STRIKE AND COMPLETE AS APPLICABLE**.

283 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

284 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are
 285 defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO
 286 BOX IS CHECKED)

287 Current assessment times current mill rate (current means as of the date of closing)

288 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or
289 current year if known, multiplied by current mill rate (current means as of the date of closing)

290 _____.

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

295 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the
296 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
297 receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within
298 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
299 the Parties to complete, not the responsibility of the real estate brokers in this transaction.

300 **LEASED REAL ESTATE**

301 ■ Real Estate Leased to Third Parties. **CHECK AS APPLICABLE**

302 For any Real Estate included in the purchase price which is owned by Seller and leased to third parties and such lease(s)
303 extend beyond closing, Seller shall assign Seller's interests and rights under the lease(s) and transfer all security deposits and
304 prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are _____

305 _____.
306 Seller agrees the lease(s) for the following Real Estate currently owned by Seller and leased to third parties shall terminate
307 at closing: _____

308 _____.

309 ■ Real Estate Owned by Seller. If the Real Estate occupied by the Business is owned by Seller, but not sold by this Offer:

310 **CHECK AS APPLICABLE**

311 Seller agrees to lease the Real Estate to Buyer at closing on the following terms: _____

312 _____

313 _____.

314 Seller agrees to lease the Real Estate to Buyer at closing according to the terms of the lease attached to this Offer as an
315 addendum per line 698.

316 This Offer is contingent upon Seller and Buyer, within _____ days from acceptance of this Offer, negotiating the terms of
317 a written lease for the Real Estate to be executed at closing, with a minimum term from _____ to _____ and
318 minimum initial rent of \$ _____ per month **STRIKE AND COMPLETE AS APPLICABLE** or this Offer shall be null and void.

319 ■ Real Estate Leased to Seller. If the Real Estate occupied by the Business is owned by a third party and leased to Seller, then

320 **CHECK AS APPLICABLE**

321 Seller agrees to assign its interest in the lease for the Real Estate to Buyer, if assignable. (See lines 21-30.)

322 This Offer is contingent upon the third party and Buyer, within _____ days from acceptance of this Offer, negotiating the
323 terms of a written lease for the Real Estate to be executed at closing, with a minimum term from _____ to
324 _____ and an initial maximum rent of \$ _____ per month **STRIKE AND COMPLETE AS**

325 **APPLICABLE** or this Offer shall be null and void.

326 **LEASED ASSETS (OTHER THAN REAL ESTATE)**

327 ■ Assets Leased to Third Parties. **CHECK AS APPLICABLE**

328 For non-real property Assets included in the purchase price which are owned by Seller and leased to third parties and
329 such lease(s) extend beyond closing, Seller shall assign Seller's interests and rights under the lease(s) and transfer all security
330 deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are

331 _____

332 _____.

333 Seller agrees the lease(s) for the following Assets currently owned by Seller and leased to third parties shall terminate at
334 closing: _____

335 _____.

336 ■ Assets Owned by Seller. If Assets are used by the Business and owned by Seller, but not sold by this Offer, Seller:

337 **CHECK AS APPLICABLE**

338 Seller agrees to lease the following listed Assets to Buyer at closing on the following terms: _____

339 _____

340 _____.

341 Seller agrees to lease the following listed Assets to Buyer at closing according to the terms of the lease(s) attached to this
342 Offer as an addendum per line 698. Assets: _____

343 This Offer is contingent upon Seller and Buyer, within _____ days from acceptance of this Offer, negotiating the terms
344 of a written lease(s) for the following listed Assets to be executed at closing, with a minimum term(s) from _____ to

345 _____ and minimum initial rent(s) of \$ _____ per month **STRIKE AND COMPLETE AS APPLICABLE** or
346 this Offer shall be null and void. Assets: _____

347 ■ **Assets Leased to Seller.** If Assets used by the Business are owned by a third party and leased to Seller, then

348 **CHECK AS APPLICABLE**

349 Seller agrees to assign its interest in the lease(s) for the following listed Assets to Buyer, if assignable. (See lines 31-47.)

350 Assets: _____

351 This Offer is contingent upon the third party and Buyer, within _____ days from acceptance of this Offer, negotiating
352 the terms of a written lease(s) for the following listed Assets to be executed at closing, with a minimum term(s) from _____ to
353 _____ and an initial maximum rent(s) of \$ _____ per month **STRIKE AND COMPLETE AS APPLICABLE** or this
354 Offer shall be null and void. Assets: _____

355 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Assets for the purpose of: _____
356 _____
357 _____ [insert proposed use and type and size of

358 the Assets or Business, if applicable; e.g., restaurant and tavern business with capacity of 350 and 3 second floor dwelling units]. The
359 optional provisions checked on lines 363-381 shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on
360 lines 363-381 written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific
361 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to
362 cooperate with Buyer as necessary to satisfy the contingencies checked at lines 363-381.

363 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days
364 of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private
365 easements, covenants and restrictions affecting the Assets and a written determination by a qualified independent third party that
366 none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 355-357.

367 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is
368 stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final
369 discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items
370 related to Buyer's proposed use: _____

371 _____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions
372 which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

373 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
374 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to
375 the Assets from public roads.

376 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
377 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
378 occupancy permit; other _____

379 **CHECK ALL THAT APPLY,** for the Assets for its proposed use described at lines 355-357 or delivering written notice to Seller if
380 the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's
381 proposed use, all within _____ days of acceptance.

382 **DOCUMENT REVIEW/RECEIPT CONTINGENCY**

383 ■ **BUYER OBTAINING DOCUMENTS:** This Offer is contingent upon Buyer, at Buyer's expense, being able to obtain the following
384 within the number of days of acceptance specified in each item checked below (consider addressing licenses, permits, etc.)

- 385 _____ (____ days).
- 386 _____ (____ days).
- 387 _____ (____ days).

388 This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of: 1) receipt of the final document to
389 be obtained by Buyer or 2) the latter of the deadlines for Buyer obtaining the documents, delivers to Seller a written notice indicating
390 that this contingency has not been satisfied. The notice shall identify which document(s) (a) cannot be timely obtained and why they
391 cannot be obtained, or (b) do not meet the standard set forth for the document(s).

392 ■ **BUYER TERMINATION RIGHTS:** If Buyer cannot obtain any document by the stated deadline; Buyer may terminate this Offer if
393 Buyer delivers a written notice of termination to Seller.

394 ■ **SELLER DELIVERING DOCUMENTS:** This Offer is contingent upon Seller delivering the following documents to Buyer within the
395 number of days of acceptance specified in each item checked below. All documents Seller delivers to Buyer shall be true, accurate,
396 current and complete.

- 397 Documents showing the sale of the Assets has been properly authorized, if Seller is a business entity (____ days).
- 398 A complete inventory of all included Business Personal Property which shall be consistent with all prior representations
399 (____ days).
- 400 Uniform Commercial Code lien search as to the Business Personal Property included in the purchase price, showing the
401 Business Personal Property to be free and clear of all liens, other than liens to be released prior to or from the proceeds of closing
402 (____ days).
- 403 Copies of all leases affecting the Assets, which shall be consistent with all prior representations (____ days).
- 404 Estimated principal balance of accounts receivable and payable which shall be consistent with all prior representations
405 (____ days).
- 406 Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the following years
407 _____ which shall be consistent with all prior representations (____ days).

- 408 Copies of all current licenses held by Business which indicate that Business holds all licenses required for current operations
- 409 (_____ days).
- 410 Copies of franchise agreements, if any, which shall be consistent with all prior representations (_____ days).
- 411 Any agreements restricting Seller from competing with Buyer after closing which shall be consistent with all prior
- 412 representations (_____ days).
- 413 Other _____
- 414 Other _____
- 415 Other _____

416 This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of: 1) Buyer’s receipt of the final
 417 document to be delivered by Seller; or 2) the latter of the deadlines for delivery of the documents, delivers to Seller a written notice
 418 indicating that this contingency has not been satisfied. The notice shall identify which document(s): (a) have not been timely
 419 delivered; or (b) do not meet the standard set forth for the document(s). Buyer shall keep all such documents confidential and
 420 disclose them to third parties only to the extent necessary to implement other provisions of this Offer.

421 ■ **BUYER TERMINATION RIGHTS:** If Seller does not make timely delivery of any document by the stated deadline; Buyer may
 422 terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer’s Actual Receipt of the document(s)
 423 identified in Buyer’s written notice as not having been timely received. Buyer shall return all documents (originals and any
 424 reproductions) to Seller if this Offer is terminated.

425 **TITLE EVIDENCE**

426 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Real Estate by warranty deed
 427 (trustee’s deed if Seller is a trust, personal representative’s deed if Seller is an estate or other conveyance as provided
 428 herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them,
 429 recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants,
 430 general taxes levied in the year of closing and _____

431 _____ (provided none of the foregoing prohibit present
 432 use of the real property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and
 433 execute the documents necessary to record the conveyance. **WARNING: Municipal and zoning ordinances, recorded building
 434 and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be
 435 reviewed, particularly if Buyer contemplates making improvements to the Assets or a use other than the current use.**

436 ■ **TITLE EVIDENCE:** Seller shall give evidence of title to the Real Estate in the form of an owner’s policy of title insurance in the
 437 amount of the value of the Real Estate on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.
 438 Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer’s
 439 lender.

440 **CAUTION: MODIFY AMOUNT OF OWNER’S POLICY OF TITLE INSURANCE IF TITLE POLICY WILL INSURE TITLE TO
 441 ASSETS OTHER THAN REAL ESTATE.**

442 ■ **GAP ENDORSEMENT:** Seller shall provide a “gap” endorsement or equivalent gap coverage at (Seller’s) (Buyer’s) **STRIKE ONE**
 443 (“Seller’s” if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of
 444 the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions,
 445 provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may
 446 give written notice that title is not acceptable for closing (see lines 452-459).

447 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 448 commitment is delivered to Buyer’s attorney or Buyer not more than _____ days after acceptance (“15” if left blank),
 449 showing title to the Real Estate as of a date no more than _____ days, before delivery (“15” if left blank) of such title
 450 evidence to be merchantable per lines 426-432, subject only to liens which will be paid out of the proceeds of closing and standard
 451 title insurance requirements and exceptions, as appropriate.

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

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

464 **DEFINITIONS CONTINUED FROM PAGE 4**

- 465 ■ **CONDITIONS AFFECTING THE BUSINESS, ASSETS OR TRANSACTION:** A "Condition Affecting the Business, Assets or
466 Transaction" is defined to include, but is not limited to, the following:
- 467 (a) Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect
468 the Business or Assets, or the present use of the Business or Assets;
- 469 (b) Violation of federal, state or local regulations, ordinances, laws or rules; any government agency or court orders requiring repair,
470 alteration or correction of any existing condition; or any potential, threatened or pending claims against the Business or its agents or
471 materially affecting the Assets;
- 472 (c) Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility for
473 persons with disabilities. **NOTE: A building owner's or tenant's obligations under the ADA may vary dependent upon the**
474 **financial or other capabilities of the building owner or tenant;**
- 475 (d) Completed or pending reassessment of the Assets or any part thereof;
- 476 (e) Structural or mechanical system inadequacies which if not repaired will significantly shorten the expected normal life of the
477 Assets;
- 478 (f) Zoning or building code violations, any land division involving the Assets for which required state or local approvals were not
479 obtained, nonconforming structures or uses, conservation easements, rights-of-way, encroachments; easements, other than
480 recorded utility easements; covenants, conditions and restrictions; zoning variances or conditional use permits; shared fences, walls,
481 wells, driveways, signage or other shared usages; or leased parking;
- 482 (g) Construction or remodeling on the Assets for which required federal, state or local approvals were not obtained;
- 483 (h) Any portion of the Assets being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal
484 regulations;
- 485 (i) That a structure which the Business occupies or which is located on the Real Estate sold by this Offer is designated as a historic
486 building or that any part of a structure which the Business occupies or the Real Estate sold by this Offer is in a historic district; or
487 burial sites or archeological artifacts on the Real Estate;
- 488 (j) Material violations of environmental laws or other laws or agreements regulating the Business or the use of the Assets;
- 489 (k) Conditions constituting a significant health or safety hazard for occupants, invitees or employees of the Business;
- 490 (l) Unsafe concentrations of, or unsafe conditions relating to hazardous or toxic substances or medical or infectious waste located
491 on the premises which the Business occupies or on the Assets; or previous storage or disposal of material amounts of hazardous or
492 toxic substances or medical or infectious waste on the premises which the Business occupies or on the Assets;
- 493 (m) Assets are subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to
494 county shoreland zoning ordinances, which obligates the owner of the Assets to establish or maintain certain measures related to
495 shoreland conditions and which is enforceable by the county;
- 496 (n) Flooding, standing water, drainage problems or other water problems on or affecting the Assets; material damage from fire,
497 wind, floods, earthquake, expansive soils, erosion or landslides; or significant odor, noise, water intrusion or other irritants emanating
498 from neighboring property;
- 499 (o) A dam is totally or partially located on the Real Estate or that an ownership in a dam that is not located on the Real Estate will be
500 transferred with the Real Estate because it is owned collectively by members of a homeowners association, lake district, or similar
501 group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders
502 apply.);
- 503 (p) Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including, but not
504 limited, to gasoline and heating oil, which are currently or which were previously located on the premises which the Business
505 occupies or on the Assets (the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade
506 and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the
507 Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.);
- 508 (q) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Business
509 or Assets;
- 510 (r) Any material Deficiencies in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other Business
511 Personal Property included in the transaction;
- 512 (s) Any encumbrances on the Business, all integral parts thereof, or the Assets, except as stated in this Offer and in any schedule
513 attached to it;
- 514 (t) Any litigation, condemnation action, government proceeding or investigation in progress, threatened or in prospect against or
515 related to the Business or the Assets;
- 516 (u) Any proposed road change, road work or change in road access which would materially affect the present use or access to the
517 Business or the Assets;
- 518 (v) Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership of
519 Business or the Assets, or any permission to transfer being required and not obtained;
- 520 (w) Any unpaid Business taxes such as: income; sales; payroll; Social Security; unemployment; or any other employer/employee
521 taxes due and payable or accrued; or any past due debts;
- 522 (x) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct condition of
523 the Business as of the date of the statements and schedules or a material change in the financial condition or operations of the

524 Business since the date of the last financial statements and schedules provided by Seller, except for changes in the ordinary course
525 of business which are not in the aggregate materially adverse;

526 (y) Unresolved insurance claims, outstanding lease or contract agreements, back wages, due or claimed, product liability exposure,
527 unpaid insurance premiums, unfair labor practice claims, unpaid past due debts;

528 (z) Other Defects affecting the Real Estate, Deficiencies affecting the Assets, or conditions or occurrences which would significantly
529 reduce the value of the Business or Assets to a reasonable person with knowledge of the nature and scope of the condition or
530 occurrence.

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

538 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Real Estate; that would
539 significantly impair the health or safety of future occupants of the Real Estate; or that if not repaired, removed or replaced would
540 significantly shorten or adversely affect the expected normal life of the premises.

541 ■ **DEFICIENCY:** "Deficiency" means an imperfection that materially impairs the worth or utility of an Asset other than Real Estate;
542 makes such Asset unusable or significantly harmful; or substantially prevents such Asset from functioning or operating as designed
543 or intended.

544 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")(see
545 lines 253-272) may include, but is not limited to: (1) an inspection of the Real Estate; (2) a review of the ownership and use history of
546 the Real Estate, including a search of title records showing private ownership of the Real Estate for a period of 80 years prior to the
547 visual inspection; (3) a review of historic and recent aerial photographs of the Real Estate, if available; (4) a review of environmental
548 licenses, permits or orders issued with respect to the Real Estate; (5) an evaluation of results of any environmental sampling and
549 analysis that has been conducted on the Real Estate; and (6) a review to determine if the Real Estate is listed in any of the written
550 compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List,
551 the Department of Natural Resources' (DNR) registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action
552 Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS)
553 Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
554 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site
555 Assessments"), and state and federal guidelines, as applicable.

556 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or**
557 **groundwater or other testing of the Real Estate for environmental pollution. If further investigation is required, insert**
558 **provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment**
559 **(evaluation of remediation alternatives) or other site evaluation at lines 699-713 or attach as an addendum per line 698.**

560 ■ **FIXTURES:** A "Fixture" is an item of property, which is on the Real Estate on the date of this Offer, which is physically attached to
561 or so closely associated with land and improvements so as to be treated as part of the real estate, including, without limitation,
562 physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and
563 items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors
564 and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling
565 units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
566 attached antennas; overhead door openers and remote controls; installed security systems; central vacuum systems and
567 accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on
568 permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the
569 Real Estate.

570 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 48-52.**

571 **IF LINE 579 OR 617 IS NOT MARKED OR ARE BOTH MARKED N/A LINES 572-578 APPLY.**

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

579 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
580 _____ [INSERT LOAN PROGRAM OR SOURCE] loan commitment as described below, within
581 _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$
582 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
583 monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include escrows and
584 reserve requirements of lender. The loan may not include a prepayment premium. Buyer agrees to pay discount points and/or loan
585 origination fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed
586 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
587 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

588 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 589 or 590.**

589 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

590 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest rate
591 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per year.
592 The maximum interest rate during the loan term shall not exceed _____%. Monthly payments of principal and interest
593 may be adjusted to reflect interest changes.

594 **NOTE: If Buyer is using multiple loan sources other than the seller financing described in the provisions at lines 617-648,**
595 **describe other funding sources at lines 699-713 or in an addendum attached per line 698. If purchase is conditioned on**
596 **buyer obtaining financing for operations or development consider adding a contingency for that purpose.**

597 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a loan, and to
598 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan
599 acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 581.
600 **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**
601 **satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the**
602 **loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this**
603 **contingency if accompanied by a notice of unacceptability.**

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

608 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if
609 Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

610 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Financing Contingency (and Buyer has not
611 already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
612 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Seller (shall) (shall not) **STRIKE ONE** ("shall
613 not" if neither is stricken) have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same
614 terms set forth in this Financing Contingency, and this Offer shall remain in full force and effect, with the time for closing extended
615 accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit
616 information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

617 **SELLER FINANCING: FIRST OR SECOND SECURED LIEN:** Seller will loan to Buyer the sum of \$_____ at closing
618 in exchange for Buyer's execution and delivery of a promissory note and documentation of collateral (mortgage, security agreement,
619 collateral assignment, guaranty, etc.) encumbering some or all of the Assets or such other documentation necessary to satisfy the
620 requirements of this Offer. Documents may include, but are not be limited to, the following terms:

- 621 ♦ Principal Balance: \$_____ (same as above).
- 622 ♦ Rate of interest per year: _____%.
- 623 ♦ Interest to be paid in (advance) (arrear) **STRIKE ONE** ["arrear" if neither is stricken].
- 624 ♦ Term: _____(months/years).
- 625 ♦ Amortization Period: _____(months/years).
- 626 ♦ Payments to be made monthly on _____day of the month.
- 627 ♦ Late payment charge of _____% of the monthly principal and interest for payments received more than _____days
628 after the due date.
- 629 ♦ Prepayment fee: (None) (_____if paid before _____) **STRIKE ONE** ["none" if neither is stricken].
- 630 ♦ Buyer understands that the entire balance of such debt will be due (balloon) at the end of the specified term. [Use if
631 amortization period exceeds term].

632 ♦ **[Use the following if Seller is taking back a second priority lien]:** Seller agrees that the collateral for this loan will be
633 subordinate to a first lien against the Assets in the (amount of _____ % of the purchase price) (sum of
634 \$ _____) **[STRIKE AND COMPLETE AS APPLICABLE]**.

635 ♦ The default period shall be _____ days ("30" if left blank) for payments and _____ days ("30" if left blank) for performance of
636 any other obligations.

637 ♦ Following any payment default, interest shall accrue at the rate of _____ % per annum on the entire amount in default until
638 such time, if any, as the default is cured.

639 ■ **CREDIT REPORT:** Buyer must deliver a current credit report to Seller [together with this Offer][within ____ days ("5" if left blank) of
640 acceptance of this Offer] **[STRIKE AND COMPLETE AS APPLICABLE]**. Within _____ days ("7" if left blank) of Buyer's delivery of
641 such report Seller may, in Seller's reasonable discretion, object to Buyer's credit worthiness and void this contract by delivering to
642 Buyer written notice of such objection.

643 ■ **LOAN DOCUMENTATION:** Seller's attorney shall prepare the loan documentation at Seller's expense, and distribute the proposed
644 draft no later than _____ days ("21" if left blank) prior to closing, for approval by Buyer. Within _____ days
645 ("7" if left blank) of delivery of the proposed documents, the Buyer may provide written notice to the Seller specifying the Buyer's
646 objections, and the Offer shall be null and void unless (1) the parties agree to amended documentation or (2) Buyer provides Seller a
647 commitment for the above financing from a third party lender within _____ days ("14" if left blank) of delivery of the
648 proposed documents.

649 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender obtaining the appraisal reports
650 checked below [CHECK LINES 653, 656 OR 659, AS APPROPRIATE], at buyer's expense. This contingency shall be deemed
651 satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report(s) which indicates that the
652 appraised value is not equal to or greater than the amount indicated in the corresponding subsection(s) selected below:

653 **ALL ASSETS APPRAISAL:** An appraisal of all Assets appraised by a qualified independent appraiser for Real Estate, or
654 by an qualified, independent appraiser for non-Real Estate Assets, who issues an appraisal report dated subsequent to the date
655 of this Offer indicating an appraised value for the Assets equal to or greater than the agreed upon purchase price.

656 **REAL ESTATE APPRAISAL:** An appraisal of the Real Estate by a Wisconsin licensed or certified independent appraiser
657 who issues an appraisal report(s) dated subsequent to the date of the Offer indicating an appraised value equal to or greater
658 than \$ _____.

659 **SPECIFIED ASSETS APPRAISAL:** An appraisal of the following non-Real Estate Assets: _____
660 (specify by category such as inventory, vehicles, machinery, equipment, etc. or name specific Assets) by a qualified independent
661 appraiser who issues an appraisal report(s) dated subsequent to the date of the Offer indicating an appraised value equal to or
662 greater than \$ _____.

663 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have a right to cure. Seller may satisfy this
664 Appraisal Contingency by delivering a written amendment to Buyer within seven (7) days of receipt of the appraisal report(s),
665 amending the agreed upon purchase price to match the appraised value or modified to reflect the difference between the appraised
666 value of the particular Assets and the amount stated above. Buyer agrees to deliver an accepted copy of this amendment to Seller
667 within seven (7) days of receipt of the amendment from Seller. This Offer shall be null and void if Buyer makes timely delivery of the
668 appraisal report(s) and: (1) Seller does not have a right to cure; or (2) Seller has a right to cure but: Seller either (a) delivers written
669 notice that Seller will not change the price, or (b) Seller does not timely deliver the written amendment changing the purchase price.
670 Buyer and Seller agree to make other amendments to this Offer necessitated by this change in purchase price.

671 **CAUTION: Buyer may wish to confer with Buyer's lender(s) before engaging any appraisers to ensure the appraiser is**
672 **acceptable to the lender. An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider**
673 **whether deadlines provide adequate time for performance.**

674 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 130-144). This Offer is
675 contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Assets which discloses no Defects or
676 Deficiencies. This Offer is further contingent upon a qualified independent inspector or qualified independent third party performing
677 an inspection of _____

678 (list any specific structural, mechanical or technology systems and equipment, etc., to be separately inspected) which discloses no
679 Defects or Deficiencies. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-
680 up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the
681 deadline specified at line 687. Each inspection shall be performed by a qualified independent inspector or qualified independent third
682 party.

683 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as**
684 **any follow-up inspection(s).**

685 For the purpose of this contingency, Defects and Deficiencies (see lines 538-540 and 541-543) do not include conditions the nature
686 and extent of which Buyer had actual knowledge or written notice before signing the Offer.

687 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of
688 acceptance, delivers to Seller a copy of the inspection report(s) and a written notice listing the Defects or Deficiencies identified in the
689 inspection report(s) to which Buyer objects (Notice of Defects).

690 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

691 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have a right to cure the Defects or
692 Deficiencies. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days
693 of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects or Deficiencies, (2) curing the Defects or
694 Deficiencies in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within

695 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection
696 report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller
697 will not cure or (b) Seller does not timely deliver the written notice of election to cure.

698 **ADDENDA:** The attached _____ is/are made part of this Offer.

699 **ADDITIONAL PROVISIONS/CONTINGENCIES**
700 _____
701 _____
702 _____
703 _____
704 _____
705 _____
706 _____
707 _____
708 _____
709 _____
710 _____
711 _____
712 _____
713 _____

714 This Offer was drafted] by [Licensee and firm] _____
715 _____ on _____.

716 **NOTE: THIS OFFER TO PURCHASE IS FOR THE SALE OF BUSINESS ASSETS. CONSULT APPROPRIATE ADVISORS FOR**
717 **TAX, LICENSING, LIABILITY OR RELATED ISSUES.**

718 All persons signing below on behalf of an entity represent that they have legal authority to sign for and bind the entity.

719 **NOTE: If signing for an entity use an authorized signature line and print your name and title.**

720 _____
721 Buyer Entity Name (if any): _____

722 (x) _____
723 Authorized Signature ▲ Print Name & Title Here ► Date ▲

724 (x) _____
725 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

726 (x) _____
727 Authorized Signature ▲ Print Name & Title Here ► Date ▲

728 (x) _____
729 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

730 Buyer Entity Name (if any): _____

731 (x) _____
732 Authorized Signature ▲ Print Name & Title Here ► Date ▲

733 (x) _____
734 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

735 (x) _____
736 Authorized Signature ▲ Print Name & Title Here ► Date ▲

737 (x) _____
738 Individual Buyer's Signature ▲ Print Name Here ► Date ▲

739 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 16 of the above Offer.

740 _____ Broker (By) _____

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

741 Seller Entity Name (if any) (include type and state of organization):

742 _____

743 (x) _____

744 Authorized Signature ▲ Print Name & Title Here ► Date ▲

745 (x) _____

746 Individual Seller's Signature ▲ Print Name Here ► Date ▲

747 (x) _____

748 Authorized Signature ▲ Print Name & Title Here ► Date ▲

749 (x) _____

750 Individual Seller's Signature ▲ Print Name Here ► Date ▲

751 Seller Entity Name (if any) (include type and state of organization):

752 _____

753 (x) _____

754 Authorized Signature ▲ Print Name & Title Here ► Date ▲

755 (x) _____

756 Individual Seller's Signature ▲ Print Name Here ► Date ▲

757 (x) _____

758 Authorized Signature ▲ Print Name & Title Here ► Date ▲

759 (x) _____

760 Individual Seller's Signature ▲ Print Name Here ► Date ▲

761 This Offer was presented to Seller by [Licensee and Firm] _____

762 _____ on _____ at _____ a.m./p.m.

763 This Offer is rejected _____ This Offer is countered [See attached counter] _____

764 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲