



VIRTUAL/TELECONFERENCE
REAL ESTATE CONTRACTUAL FORMS ADVISORY COUNCIL
Virtual, 4822 Madison Yards Way, Madison, WI 53705
Contact: Adam Barr (608) 266-2112
February 9, 2022

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)**
- B. Approval of Minutes of January 20, 2022 (2)**
- C. Reminders – Scheduling Concerns
- D. Introductions, Announcements, and Recognition
- E. Administrative Matters**
 - 1. Department, Staff and Council Updates
 - 2. Real Estate Examining Board Update
- F. Review of Real Estate Contractual Forms for Revision – Discussion and Consideration**
 - 1. **WB-24 – Option to Purchase (3-5)**
 - a. **WB-24 Draft (6-14)**
- G. Next Steps**
- H. Public Comments**

ADJOURNMENT

NEXT MEETING: APRIL 6, 2022

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
JANUARY 20, 2022**

PRESENT: Joseph Busch (*arrived at 9:50 a.m.*), Debra Conrad, John Drzewiecki (*arrived at 9:49 a.m.*), Michael Gordon (*excused at 1:00 p.m.*), Cori Lamont, Sonya Mays, Kim Moermond, Laura Peck (*arrived at 10:24 a.m.*), Angela Rowland, Jonathan Sayas, Pamela Widen

EXCUSED: Casey Clickner, Thomas Weber, Jr.

STAFF: Adam Barr, Executive Director; Megan Glaeser, Bureau Assistant; and other DSPS Staff

CALL TO ORDER

Sonya Mays, Chairperson, called the meeting to order at 9:31 a.m. A quorum of eight (8) members was confirmed.

ADOPTION OF AGENDA

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

APPROVAL OF MINUTES FROM DECEMBER 8, 2021

MOTION: Jonathan Sayas moved, seconded by Debra Conrad, to approve the minutes of December 8, 2021 as published. Motion carried unanimously.

(John Drzewiecki arrived at 9:49 a.m.)

(Joseph Busch arrived at 9:50 a.m.)

(Laura Peck arrived at 10:24 a.m.)

(Michael Gordon was excused at 1:00 p.m.)

ADJOURNMENT

MOTION: Laura Peck moved, seconded by John Drzewiecki, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 2:36 p.m.

OPTION TO PURCHASE REVISIONS

To: DSPS Real Estate Contractual Forms Advisory Committee

From: WRA Forms Committee

Date: February 3, 2022

RE: **WB-24 Option to Purchase**

RECAP:

The DSPS Real Estate Contractual Forms Advisory Committee worked on the WB-24 and arrived at the draft accompanying this memo. That draft has also been preliminarily formatted anticipating it is almost final and there may be a need to act quickly to get this to the REEB once the Real Estate Contractual Forms Advisory Committee approves the form as final. The yellow highlights are the new modifications made by the DSPS Real Estate Contractual Forms Advisory Committee.

- 1. New language under Option Terms, lines 10-21, was crafted. The idea is to indicate the option fee and option extension fee are nonrefundable unless otherwise indicated. This is to take account of the fact that an option fere might be refunded if the title objections cannot be remedied. **WRA Forms Committee is in agreement.**
- 2. Line 86: Condition Reports. The “or”s were changes to “and”s. **WRA Forms Committee is in agreement.**
- 3. Lines 131-132: Should the blue highlighted language be removed? The option has been granted and the buyer is performing due diligence in order to decide if he will exercise the option. Should the seller receive copies of any reports the buyer receives? Or should this language be removed? **The WRA Forms Committee is in favor of leaving this in but believes the word “promptly” should be removed.**

Title evidence discussion, lines 179-240

The lines show in yellow and green highlighting on the attached draft are the proposed changes/language the DSPS Forms Council is working with. The language is also shown below. This is substantially the same as the WRA Forms Committee draft with the DSPS Forms Council modifications discussed below.

Line 190 shows the addition of “provide a recordable” conveyance as there was a question raised about who pays for recording the deed if the buyer exercises the option and closes. Also see lines 215-216. **OK**

Lines 194-211 TITLE UPON GRANTING OF OPTION

On line 205 the seller is being asked to remove the buyer’s objections to title “by time of closing,” not “within 15 days.” See gray highlighting below.

Also, on line 206, if the buyer does not waive the title objections when the seller has provided notice they are unable to remove the title objections, the buyer “may” – not “shall” – deliver notice terminating the option. The parties are free to craft their own resolutions, use other remedies, and/or amend the option.

TITLE UPON GRANTING OF OPTION

If the box at line xxx is not checked, no title evidence shall be provided by Seller upon the granting of this Option.

Seller shall provide title evidence to Buyer or Buyer's attorney not more than ___ days ("15" if left blank) after Seller grants this Option showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines xxx-xxx, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions. (Seller)(Buyer) [STRIKE ONE] ("Buyer" if neither is stricken) shall pay for this title evidence.

■ TITLE NOT ACCEPTABLE UPON GRANTING OF OPTION: If title evidence provided by Seller after the granting of this Option is not acceptable, Buyer shall notify Seller in writing of Buyer's objections to title within ___ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. Seller shall have ___ days ("15" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by time of closing. If Seller is unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof to deliver written notice waiving the objections. If Buyer does not waive the objections, Buyer may deliver written notice to Seller terminating this Option and Buyer's option fee (shall)(shall not) [STRIKE ONE] be returned ("shall" if neither is stricken) to Buyer.

■ SELLER CHANGES PROHIBITED: The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after Seller grants this Option without Buyer's prior written consent except for liens and encumbrances that will be removed at closing.

Lines 212-240 TITLE UPON EXERCISE OF OPTION

At line 230 the title commitment is delivered to buyer/buyer's attorney "not less than ___ days ("15" if left blank) after exercise of the Option" instead of "not less than 5 business days before closing." It was thought to be acceptable to receive the title evidence soon rather than waiting until right before closing as is done in residential offers. Whatever time passes between receipt of the title commitment and when the buyer closes is thought to be covered by the gap coverage. **OK**

At this point that may be new liens and encumbrances and if they cannot be satisfied then the seller is in breach of contract under the Seller Changes Prohibited provision.

Language was added at lines 226-227 saying: "any title evidence disclosed to Buyer under the provisions of lines xxx-xxx, unless otherwise agreed by parties," because the buyer should not be allowed to object to something that was disclosed in the prior title evidence delivered after the option was granted unless the parties otherwise agree in writing. You don't get 2 kicks at the cat. **OK**

New sentence at lines 237: "Buyer shall also retain all remedies for a Default, if any, by Seller under this Option as stated at lines xxx-xxx." This is intended to emphasize that the buyer may have other contract remedies or remedies at law and equity and may want to take an action other than going forward or terminating the option contract. **OK**

New sentence at lines 239-240: "Buyer may not object to title defects disclosed to Buyer in the title evidence submitted to Buyer after granting of the options if not resolved when title is submitted." This may not be needed given the language at lines 226-227. **OK – fine to leave it as it does no harm and helps explain.**

TITLE UPON EXERCISE OF OPTION

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title

insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

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

■ **DELIVERY OF MERCHANTABLE TITLE:** If Buyer exercises this Option, the required title insurance commitment shall be delivered to Buyer's attorney or Buyer not less than ___ days ("15" if left blank) after exercise of the Option showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines xxx-xxx, subject only to liens which will be paid out of the proceeds of closing, any title evidence disclosed to Buyer under the provisions of lines xxx-xxx, unless otherwise agreed by parties, and standard title insurance requirements and exceptions.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of Buyer's objections to title by the time set for closing. Seller shall have ___ days ("15" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer may deliver written notice to Seller terminating this Option and Buyer's option fee (shall)(shall not) [STRIKE ONE] be returned ("shall not" if neither is stricken) to Buyer.

Buyer shall also retain all remedies for a Default, if any, by Seller under this Option as stated at lines xxx-xxx.

Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer. Buyer may not object to title defects disclosed to Buyer in the title evidence submitted to Buyer after granting of the options if not resolved when title is submitted.

OptionWB-24RevisionDSPS2-9-22

WB-24 OPTION TO PURCHASE

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

3 The Seller (Optionor), _____, hereby grants to
4 the Buyer (Optionee), _____,
5 an option to purchase (Option) the Property known as [Street Address] _____

6 _____ in the _____
7 of _____, County of _____, Wisconsin, on the following terms:

8 **DEADLINE FOR GRANT OF OPTION** This Option is void unless a copy of the Option, or separate but identical copies,
9 is/are signed by all Sellers and delivered to Buyer on or before _____ (Time is of the Essence).

10 **OPTION TERMS**

11 ■ **INITIAL OPTION FEE:** An option fee of \$ _____ will be paid by Buyer to Seller within _____ days of
12 the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line xxx of this Option is checked.

13 ■ **EXERCISE DEADLINE:** This Option may only be exercised if Buyer delivers written notice to Seller no later than
14 midnight on _____ unless extended per lines 15-17.

15 ■ **EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines xxx-xxx, or (ii) any other written
16 notice which states that Buyer exercises this Option. If the Option is exercised, \$ _____ of the option fee
17 and \$ _____ of the option extension fee, if any, shall be a credit against the purchase price at closing.

18 ■ **EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight on _____,
19 upon payment of an option extension fee of \$ _____ to Seller on or before
20 _____.

21 ■ **OPTION FEES:** Unless otherwise provided in this Option, the option fee and the option extension fee shall be nonrefundable.
22 **CAUTION: If the option fees are to be paid into the listing firm's trust account or to a third party, specify in additional**
23 **provisions at lines xxx-xxx or xxx-xxx or in a separate agreement attached per line xxx. An escrow agreement should**
24 **be drafted by the Parties or an attorney.**

25 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:

26 ■ **PURCHASE PRICE:** _____ Dollars
27 (\$ _____) will be paid in cash or equivalent at closing unless otherwise agreed in writing.

28 ■ **INCLUDED IN PURCHASE PRICE:** Included in the purchase price is the Property, all Fixtures on the Property as of
29 the date on line 1 of this Option (unless excluded at lines xx-xx), and the following additional items:
30 _____
31 _____.

32 **NOTE: The terms of this Option, not the listing contract or marketing materials, determine what items are included**
33 **or not included.**

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

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

40 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
41 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not
42 easily removable without damage to the premises, items specifically adapted to the premises and items customarily
43 treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and
44 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and
45 cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor
46 coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central
47 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;
48 fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A "Fixture" does not
49 include trade fixtures owned by tenants of the Property.

50 **CAUTION: Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures**
51 **(e.g., water softener or other water conditioning systems, home entertainment and satellite dish components,**
52 **L.P. tanks, etc.) on lines xx-xx.**

53 **CAUTION: Consider an agreement which addresses responsibility for clearing the Property of personal property and**
54 **debris, if applicable.**

55 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees;
56 (3) Seller's grant of this Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; **STRIKE AS**
57 **APPLICABLE** and all other dates and Deadlines in this Option except: _____
58 _____.

58 _____ If "Time is of the Essence" applies to a date or Deadline,

59 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
60 date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

61 **RECORDING OF OPTION** Buyer (may) (may not) STRIKE ONE record this Option at Buyer's expense.

62 Buyer (may) (may not) STRIKE ONE ("may" if neither is stricken) record a separate instrument evidencing this Option at
63 Buyer's expense. If recording this Option or a separate instrument evidencing this Option, the parties agree to provide the
64 applicable legal description and authenticated and acknowledged signatures as may be required.

65 **CAUTION: Failure to record may give persons with subsequent interests in the Property priority over this Option.**

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

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

71 **LEASE-OPTION PROVISIONS** CHECK BOX ON LINE xxx OR xxx, IF APPLICABLE:

72 Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

73 This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option,
74 entering into a written lease for the Property with minimum terms which shall include: term from _____
75 to _____ and an initial rent of _____ per month or this Option shall be null and void.

76 **CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE xxx OR xxx WAS CHECKED ABOVE:**

77 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of
78 \$ _____ shall be applied to the purchase price while the balance shall be deemed solely rent
79 that is retained by Seller.

80 **NOTE: Lenders may not recognize a credit for rent paid under a lease.**

81 Buyer may not exercise this Option unless Buyer is current with all rent.

82 Any material breach of the lease by Buyer shall also constitute a default under this Option.

83 _____
84 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option,
85 Seller has no notice or knowledge of any Defects (lines xx-xx) other than those identified in Seller's disclosure report
86 dated _____ and, if applicable, Real Estate Condition Report dated _____, and, if
87 applicable, Vacant Land Disclosure Report dated _____, which was/were received by Buyer prior to Buyer
88 signing this Option and which is/are made a part of this Option by reference COMPLETE DATES OR STRIKE AS
89 APPLICABLE and _____

90 _____
91 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

92 **CAUTION: Wisconsin law requires owners of property that includes one-to-four dwelling units to provide Buyers**
93 **with a Real Estate Condition Report as provided in Wis. Stat. § 709.03. If the Property does not include any**
94 **buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be**
95 **required. Excluded from these requirements are sales of property with 1-4 dwelling units that has never been**
96 **inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for**
97 **example, personal representatives who have never occupied the Property. The law provides: "§ 709.02**
98 **Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of an option**
99 **contract. . . , to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who**
100 **does not receive a report within the 10 days may, within two business days after the end of that 10-day period,**
101 **rescind the option contract. . . by delivering a written notice of rescission to the owner or the owner's agent."**
102 **Buyer may also have certain rescission rights if a Real Estate Condition Report or Vacant Land Disclosure Report**
103 **disclosing defects is furnished before expiration of the 10 days, but after the Option is submitted to Seller. Buyer**
104 **should review the report form or consult with an attorney for additional information regarding rescission rights.**
105 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to
106 Buyer's exercise of this Option, which is materially inconsistent with the above representations. For purposes of this
107 provision (lines xxx-xxx), Defect does not include structural, mechanical or other conditions of which the Buyer has actual
108 knowledge or written notice or which Buyer discovers prior to the exercise of this Option.

109 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized
110 inspections, investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or
111 tests Buyer intends to perform as part of Buyer's due diligence items on lines xxx-xxx, xxx-xxx, or xxx-xxx or attach as an
112 addendum per line xxx. In addition, Buyer may need to obtain and review documents relevant to financing approval,
113 appraisals, or perform general due diligence activities for the transaction, including but not limited to: business records,
114 condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use
115 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the
116 Property. Buyer may also need to obtain or verify certain permits, zoning variances, other governmental or private
117 approvals, environmental audits and subsoil tests, required road improvements, utility hook-up and installation costs, or

118 other development related costs and fees, in order to fully determine the feasibility of any proposed or planned
119 development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due diligence items or
120 any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless
121 otherwise agreed by the Parties in writing.

122 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific authorizations are included in this
123 Option. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
124 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
125 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
126 building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's
127 inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if
128 necessary to perform the activities authorized in this Option. Buyer or licensees or both may be present at all inspections
129 and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct
130 testing of the Property. Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections
131 and testing are completed unless otherwise agreed to with Seller. **Buyer agrees to promptly provide copies of all inspection
132 and testing reports to Seller.** Seller acknowledges that certain inspections or tests may detect environmental pollution
133 which may be required to be reported to the Wisconsin Department of Natural Resources.

134 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a
135 Wisconsin licensed or certified appraiser and to conduct the following inspections and tests (see lines xxx-xxx) prior to Buyer's
136 exercise of this Option. Any inspection(s) and test(s) shall be performed by a qualified independent inspector or expert, or an
137 independent qualified third party. Inspections and testing shall be conducted pursuant to government or industry protocols and
138 standards, as applicable.

139 List inspections (e.g., home, roof, foundation, septic) here: _____

140 _____
141 List tests (e.g., radon, lead-based paint, well water) here: _____

142 _____
143 Describe additional inspections and tests, if any, at lines xxx-xxx or xxx-xxx or attach as an addendum per line xxx.

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

147 **CLOSING** This transaction is to be closed (within _____ days after the exercise of this
148 Option) (no later than _____) **STRIKE AND COMPLETE AS APPLICABLE** at the
149 place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday,
150 or a federal or a state holiday, the closing date shall be the next Business Day.

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

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

158 _____

159 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
160 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

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

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

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

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

168 _____

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

173 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes
174 on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall,
175 within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The
176 Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-

177 closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in
178 this transaction.

179 **TITLE EVIDENCE**

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

187 _____
188 _____ (insert other allowable exceptions from title, if any),
189 which constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
190 the documents necessary to provide a recordable conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

194 **TITLE UPON GRANTING OF OPTION**

195 If the box at line xxx is not checked, no title evidence shall be provided by Seller upon the granting of this Option.

196 Seller shall provide title evidence to Buyer or Buyer's attorney not more than ___ days ("15" if left blank) after Seller
197 grants this Option showing title to the Property as of a date no more than 15 days before delivery of such title evidence
198 to be merchantable per lines xxx-xxx, subject only to liens which will be paid out of the proceeds of closing and standard
199 title insurance requirements and exceptions. (Seller)(Buyer) [STRIKE ONE] ("Buyer" if neither is stricken) shall pay for
200 this title evidence.

201 ■ **TITLE NOT ACCEPTABLE UPON GRANTING OF OPTION:** If title evidence provided by Seller after the granting of
202 this Option is not acceptable, Buyer shall notify Seller in writing of Buyer's objections to title within ___ days ("15" if left
203 blank) after delivery of the title commitment to Buyer or Buyer's attorney. Seller shall have ___ days ("15" if left blank),
204 from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the
205 objections by time of closing. If Seller is unable to remove said objections, Buyer shall have 5 days from receipt of notice
206 thereof to deliver written notice waiving the objections. If Buyer does not waive the objections, Buyer may deliver written
207 notice to Seller terminating this Option and Buyer's option fee (shall)(shall not) [STRIKE ONE] be returned ("shall" if
208 neither is stricken) to Buyer.

209 ■ **SELLER CHANGES PROHIBITED:** The Parties agree that Seller shall not rezone the Property or create any additional
210 liens or encumbrances on title after Seller grants this Option without Buyer's prior written consent except for liens and
211 encumbrances that will be removed at closing.

212 **TITLE UPON EXERCISE OF OPTION**

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

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

223 ■ **DELIVERY OF MERCHANTABLE TITLE:** If Buyer exercises this Option, the required title insurance commitment
224 shall be delivered to Buyer's attorney or Buyer not less than ___ days ("15" if left blank) after exercise of the Option
225 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
226 merchantable per lines xxx-xxx, subject only to liens which will be paid out of the proceeds of closing, any title evidence
227 disclosed to Buyer under the provisions of lines xxx-xxx, unless otherwise agreed by parties, and standard title
228 insurance requirements and exceptions.

229 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
230 Buyer's objections to title by the time set for closing. Seller shall have ___ days ("15" if left blank), from Buyer's
231 delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections
232 and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said objections,
233 Buyer shall have 5 days from receipt of notice thereof to deliver written notice waiving the objections, and the time for
234 closing shall be extended accordingly. If Buyer does not waive the objections, Buyer may deliver written notice to Seller
235 terminating this Option and Buyer's option fee (shall)(shall not) [STRIKE ONE] be returned ("shall not" if neither is
236 stricken) to Buyer.

237 Buyer shall also retain all remedies for a Default, if any, by Seller under this Option as stated at lines xxx-xxx.
 238 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to
 239 Buyer. Buyer may not object to title defects disclosed to Buyer in the title evidence submitted to Buyer after granting of
 240 the options if not resolved when title is submitted.

241 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 242 prior to the date this Option is exercised shall be paid by Seller no later than closing. All other special assessments shall
 243 be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 244 describing the planned improvements and the assessment of benefits.

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

251 **DEFINITIONS**

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

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

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

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

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

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

271 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines x-x.

272 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
 273 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.

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

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

279 **BUYER'S WALK-THROUGHS** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii)
 280 the Buyer's exercise of this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller
 281 or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant
 282 change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by the Parties, and
 283 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

284 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the
 285 earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date Buyer exercises this
 286 Option, except for ordinary wear and tear and changes agreed upon by Parties.

287 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING** If, prior to closing, the Property is damaged
 288 in an amount of not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly
 289 notify Buyer in writing, and will be obligated to and restore the Property to materially the same condition that it was on the
 290 day this Option was exercised. Seller shall provide Buyer with copies of all required permits and lien waivers for the
 291 lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall
 292 promptly notify Buyer in writing of the damage and this Option may be canceled at the option of Buyer. Should Buyer elect
 293 to carry out this Option despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the
 294 damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such
 295 policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 296 be held in trust for the sole purpose of restoring the Property.

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

304 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
305 this Option at lines xxx-xxx or xxx-xxx or in an addendum attached per line xxx. At time of Buyer's occupancy, Property
306 shall be in broom swept condition and free of all debris and personal property except for personal property belonging to
307 current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if
308 any.

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

312 If Buyer defaults, Seller may:

- 313 (1) sue for specific performance if Buyer has exercised this Option; or
314 (2) terminate the Option and may sue for actual damages.

315 If Seller defaults, Buyer may:

- 316 (1) sue for specific performance; or
317 (2) terminate the Option and may sue for actual damages.

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

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

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

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

331 **CONDOMINIUM UNITS**

332 **CAUTION: If this Option involves a condominium unit, Buyer should obtain and review the condominium**
333 **disclosure documents before entering into this Option. See lines (xxx-xxx).**

334 If the Property is a residential condominium unit, Seller must comply with the following:

335 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to deliver to Buyer, within 10 days of Buyer exercising this
336 Option, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33. The
337 condominium disclosure materials include a copy of the following and any amendments to any of these [except as may
338 be limited for small condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]: (a) proposed or
339 existing declaration, bylaws and any rules or regulations, and an index of the contents; (b) proposed or existing articles
340 of incorporation of the association, if it is or is to be incorporated; (c) proposed or existing management contract,
341 employment contract or other contract affecting the use, maintenance or access of all or part of the condominium; (d)
342 projected annual operating budget for the condominium including reasonable details concerning the estimated monthly
343 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association
344 will be a party; (f) general description of any contemplated expansion of condominium including each stage of expansion
345 and the maximum number of units that can be added to the condominium; (g) unit floor plan showing location of common
346 elements and other facilities available to unit owners; (h) the executive summary.

347 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after
348 receipt of all the required disclosure documents or following notice of any material changes in the required disclosure
349 documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and
350 Buyer does not receive all of the disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the
351 disclosure materials, either rescind the Option or request any missing documents. Seller has 5 business days after receipt
352 of Buyer's request for missing documents to deliver the requested documents. Buyer may rescind the sale within 5
353 business days after the earlier of Buyer's receipt of requested missing documents or the deadline for Seller's delivery of
354 the documents [Wis. Stat. § 703.33(4)(b)]. Any document delivered to Buyer may not be changed or amended following
355 delivery if the change or amendment would materially affect the rights of Buyer without first obtaining approval of Buyer.
356 A copy of any such amendments shall be delivered promptly to Buyer.

357 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the disclosure**
358 **materials, requested missing documents or material changes or (2) upon the deadline for Seller's delivery of the**
359 **disclosure materials or the requested missing documents.**

360 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. LICENSEES MAY PROVIDE A GENERAL**
361 **EXPLANATION OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR**
362 **OPINIONS.**

363 **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Offer is contingent upon Seller delivering to
364 Buyer, at Seller's expense, within 10 days of Buyer exercising this Option the information listed below that exists as of the date on
365 line 1 of this Option:

- 366 ♦ The Condominium Association's financial statements for the 2 two years.
- 367 ♦ The minutes of the last 3 Unit owners' meetings.
- 368 ♦ The minutes of Condominium board meetings during the 12 months prior to acceptance of this Offer.
- 369 ♦ Information about contemplated or pending Condominium special assessments.
- 370 ♦ The Association's certificate of insurance.
- 371 ♦ A statement from the Association indicating the balance of reserve accounts controlled by the Association.
- 372 ♦ Any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.) held
373 by the Association.
- 374 ♦ Information regarding any pending litigation involving the Association.
- 375 ♦ The Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional
376 Association the Unit may be part of.
- 377 ♦ Other: _____

378 (hereinafter collectively the "listed materials").

379 **NOTE: Because not all of the listed materials may exist or be available from the Condominium Association, Seller may**
380 **wish to verify availability prior to Seller's granting of this Option.**

381 ■ **BUYER RESCISSION RIGHTS:** Buyer may, within 5 business days after receipt of all the listed materials rescind this Option
382 by written notice delivered to Seller. If the materials are delivered to Buyer and Buyer does not receive all of the listed materials,
383 Buyer may, within 5 business days after Buyer's receipt of the materials, either rescind the Option or request any missing materials
384 in writing. Seller has 5 business days after receipt of Buyer's request for missing listed materials to deliver the requested materials.
385 Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested missing materials or the deadline
386 for Seller's delivery of the materials.

387 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the listed materials or**
388 **requested missing materials or (2) upon the deadline for Seller's delivery of the listed materials or requested missing**
389 **materials.**

390 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee
391 and any option extension fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

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

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

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

404 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
405 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers
406 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

407 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
408 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
409 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
410 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of
411 this Offer and proceed under lines 494-501.

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

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

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

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

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

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

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

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

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

434 Seller: (_____) _____ Buyer: (_____) _____

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

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

440 Address for Seller: _____

441 Address for Buyer: _____

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

443 Email Address for Seller: _____

444 Email Address for Buyer: _____

445 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
446 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers. **ADDENDA**: The attached
447 _____ is/are made part of this Option.

448 **ADDITIONAL PROVISIONS** _____

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479 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
480 **THIS OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
481 **PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING**
482 **YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION IS**
483 **EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

484 This Option was drafted by [Licensee and Firm] _____

485 _____ on _____.

486 Buyer Entity Name (if any): _____

487 (x) _____

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

489 (x) _____

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

491 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
492 **OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
493 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
494 **COPY OF THIS OPTION.**

495 Seller Entity Name (if any): _____

496 (x) _____

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

498 ((x)) _____

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

500 This Option was presented to Seller by [Licensee and Firm] _____

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

502 This Option is rejected _____ This Option is countered _____

503 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

504 **NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to**
505 **reference this Option.**

506 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines xx-xx) to Seller, Buyer hereby
507 exercises this Option to Purchase.

508 Buyer Entity Name (if any): _____

509 (x) _____

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

511 (x) _____

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