



FINANCE COMMITTEE MEETING AGENDA

Monday, August 27, 2014 at 2:30 PM
Fire Station – Small Meeting Room
2258 Mill Road

For additional information check: <http://www.sisterbaywi.gov>

In order for everyone to hear the discussion please, turn off your cell phone. Thank you.

Call Meeting to Order

Roll Call

1	Chair – Shane Solomon		2	Dave Lienau	
3	Pat Duffy				
	<i>Administrator – Zeke Jackson</i>			<i>Finance Director – Juliana Neuman</i>	

Approval of the Agenda

Approval of minutes as attached

Comments and Correspondence

Discussion Items

1. Review and discussion of Parks Operational Budget for 2015; consider a motion for action if necessary.
2. Discuss a secondary offer on the Old School Property; consider a motion for action if appropriate.
3. Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes 19.85(1)(c) to discuss personnel and employee benefits and 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
4. Consider a motion to reconvene into Open Session.
5. Consider a motion to take action, if required.
6. Review of Financial Statements.
7. Matters to be placed on a future agenda or referred to a Committee, official or employee.

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Zeke Jackson, Village Administrator at 920-854-4118 or zeke.jackson@sisterbaywi.gov.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Sister Bay Village Administrator at 854-4118, (FAX) 854-9637, or by writing to the Village Administrator at the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administrator's Office, Administration Building, 2383 Maple Drive during operating hours. (8 a.m. – 4 p.m. weekdays).

I hereby certify that I have posted a copy of this agenda at the following locations:

Administration Building
 Library
 Post Office

_____ / _____

1 way of developing a new market. Solomon asked whether the Marina should try to focus on one
2 customer market, such as sportsmen, or try to offer something for everyone. Tatzel replied that, in her
3 experience of other Marinas, sailboats can coexist with fishermen. She added that since boat sizes are
4 decreasing we have to explore new markets. Jackson added that slip sizes will have to be rearranged
5 to accommodate more smaller boats.

6
7 Next up was a review of Tatzel's draft budget for 2015 with a 3% decrease in those expenses over
8 which she has control. Revenues were kept at 2014 amounts. Seasonal slip fees for 2014 are down
9 significantly. Tatzel reported two 50-foot slips open, three 40's and one 32'. These slips rent for
10 between \$5000 and \$7000 each, accounting for a projected loss of between \$30,000 and \$40,000.
11 Some of this is being made up by using them as transient slips. Tatzel is offering some special August
12 rates as well, and two customers with balances due on their slips and one who has paid only 50%. She
13 is confident that the remainders due will be collected by the end of August. Lienau asked whether
14 Tatzel thinks she will collect 100% of budgeted transient revenues by the end of the month. Based on
15 reservations made thus far, she thought not. Solomon asked if customers are talking about why they
16 are using the Marina less, and Tatzel replied that many boaters are saying that they didn't launch their
17 boats until late June or July this year, because of weather. Jackson said that he'd like to see a survey
18 done with questions of this type.

19
20 The boathouse is underperforming as well. Based on his personal experience with a rental unit,
21 Solomon believes that the boathouse rates are too high and are discouraging reservations. He has
22 found, with a similar-sized unit, that a lower rate actually generates more overall revenue, because
23 more nights are filled. He recommended keeping the nightly rate under \$300. He also felt that the
24 marketing could be better. He added that more and more travelers are looking for pet-friendly units
25 but noted that cleaning procedures would have to be different and that this would discourage some
26 potential customers. Based on his own experience, Lienau agreed with Solomon's opinion that the
27 nightly rate is discouraging reservations. Discussion followed on various marketing possibilities.

28
29 Solomon also gave Tatzel some tips on using the Lodgical system for online Marina and boathouse
30 reservations. In answer to a question from Lienau about the length of the boathouse rental season,
31 Tatzel replied that it runs from about May 15 to the end of October. The boathouse can be rented
32 through the winter, but there were no winter reservation last year. Lienau suggested a long-term rental,
33 from October 31 to May 15, at a monthly rate of up to \$700, depending on utilities.

34
35 Maximizing seasonal slip revenue seems to be the best option for improving the Marina's bottom line.
36 Tatzel intends to split up some of the excess larger slips (the 40's and 50's), even though it creates
37 some problems with 'stacking' boats. Solomon suggested addressing the Marina's need for capital by
38 'condominiumizing' some slips by means of a large payment up front, followed by a small annual fee.
39 Pre-selling 10 slips at the discounted rate of \$25,000 for 10 years would yield \$250,000 in cash with
40 which to create some amenities to attract more business. Those 10 slips would produce little revenue
41 during the 10-year period, but the increase in other customers might offset that. Tatzel expressed doubt
42 that boaters would be willing to commit to a 10-year lease. Lienau suggested trying this with one or
43 two slips and marketing the offer as funding for capital improvements.

44
45 Jackson pointed out that the 3% cuts in selected expenses reduced the total by only \$5000 compared
46 to the 2014 budget. He asked why the Charter TV line item has not been reduced despite the Marina
47 Committee's decision to discontinue TV service. Tatzel said that she has been reluctant to give up on
48 offering this amenity to Marina guests, so she approached Charter with a request to return to the
49 analog service. Charter has not yet sent out an engineer as promised.

1 Tatzel spoke to the request for a budget with 3% cuts, stating that she is always very careful about
 2 sticking to her budget. Neuman confirmed this. There have been expenses beyond her control, such as
 3 the dredging that was necessary last year. Tatzel said that she avoids making purchases that would
 4 make the work easier because she is so focused on budgeting tightly, and she pleaded that she not be
 5 asked to make any more cuts. Neuman noted that even with these 3% cuts, there will be other costs
 6 that increase, such as utilities, or services that Tatzel cannot control. Lienau told Tatzel that the
 7 committee knows that she tries to run a tight budget and said that she has done a good job.

8
 9 Lienau noted that Tatzel's revenue proposal for 2015 assumed another \$25,000 transfer from the
 10 Village. Tatzel replied that she had done this in view of the 5-year capital expense projections that she
 11 was proposing. Solomon and Neuman pointed out that the 2014 transfer had been provided on a one-
 12 time basis. Lienau added that repeating this would require another "conversation." Jackson said the
 13 entry should be crossed out. He then asked whether the committee would like these 3% cuts to be
 14 included as part of the 2015 budget. Lienau replied that in his opinion they should be included,
 15 realizing that there are other issues on the agenda that may directly affect this.

16
 17 *Tatzel left the meeting at approximately 4:15 PM.*

18
 19 **1. Review Water Utility PILOT. Consider a motion to recommend to the Board for approval.**

20 Jackson reported that the recommendation for a Water PILOT had come from the Water, Wastewater
 21 Collection and Stormsewer Committee. The Public Service Commission regulates the amount of
 22 PILOT the Village can collect, based on tax rates within the taxing jurisdiction. For 2013, the PILOT
 23 amount as calculated by the PSC was \$41,249. Lienau asked for clarification about collecting a Water
 24 PILOT versus both Water and Wastewater PILOTs. Jackson replied that he had discussed this with
 25 Auditor Konecny, who said that he has never seen this imposed on a wastewater utility in Wisconsin.
 26 Water utilities tend to be financially healthier because of the cost of the plant and equipment necessary
 27 for treating wastewater. Solomon expressed concern that we are avoiding increased taxes by raising
 28 water rates. Lienau expressed a different view: that the Village has two enterprise funds but is
 29 charging a PILOT to only one. Solomon replied that the Marina and the Utility are completely
 30 different: not all taxpayers can use the Marina (other than the park portion), but water utility is a
 31 necessity. Therefore, they should not be 'taxed' equally. Lienau countered that all taxpayers benefit
 32 from the fact that the Marina pays a PILOT, thus reducing taxes. He would like to see the Marina's
 33 PILOT reduced from \$161,000 to \$120,000 by collecting from the Water Utility. Solomon accepted
 34 that suggestion, acknowledging that Sister Bay's water rates have been lower than average, but
 35 Jackson suggested that additional revenue will be needed for the General Fund and the CIP Fund, as
 36 well as for economic development. Lienau replied that he won't support a Water PILOT unless all of
 37 the benefit goes to the Marina. He added that if we don't help that Marina now it is going to cost the
 38 Village a lot more later.

39 *Lienau moved and Solomon seconded a recommendation to the Board that the Village rescind its long-*
 40 *standing waiver of a tax equivalent payment by the water utility, with the stipulation that the entire*
 41 *amount of such payment should serve to reduce the Marina PILOT amount. Motion carried – all Ayes.*

42
 43 **3. Review of Financial Statements @ June 30, 2014. Consider Budget Amendments.**

44 Neuman presented Board Reports for budget amendments discussed at the previous Finance meeting.
 45 She had one question about reallocating part of the amount reserved for a future election machine: the
 46 County Clerk has indicated that the election machines might be available by the end of 2015, in which
 47 case we might need that money for its original purpose. Lienau replied that he would learn more about
 48 this issue on the following day and would call Neuman to update her. It was agreed that if the election
 49 machine account should not be touched, the balance needed for Streets Resurfacing would be taken
 50 from Various Parks Projects.

1 **4. Matters to be placed on a future agenda or referred to a Committee, official or employee.**

2 -- Lienau has requested packets for all Village meetings.

3 -- Jackson to consider Cherrywood subdivision street resurfacing as requested by R. Horbinski.

4 -- Neuman to calculate Marina PILOT amount for 2015 as per Kufrin's formula.

5 -- Long-term leasing of seasonal slips to be considered.

6 -- Boathouse rental rate to be re-considered, along with the possibility of a 6 to 8 month winter rental.

7 -- Parks budget to to be discussed at the next meeting, to be held at 2:30 PM on August 27th.

8

9 **Adjournment**

10 *At 4:45 PM Lienau moved and Solomon seconded that the meeting be adjourned. Motion carried.*

11

12 Respectfully submitted,



13

14 Juliana Neuman

15

16 Village Finance Director

17

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19

5/21/2013 9:14 AM Printed: 8/25/2014 1:47 PM Author: Juliana Neuman Last Saved By: Juliana Neuman

Village of Sister Bay 2015 Annual Budget

Fund 100 / Department 53	2012	2013	2013	2014	2014	2015
Parks and Streets	Actual	Budget	Actual	Budget	Estimate	Budget
Direct Employee Costs						
53101 Wages, Full Time	141,729	141,909	149,201	144,767	144,767	
53105 Wages, Part Time	18,343	24,704	22,083	30,000	30,000	
53106 Wages, Part Time Animal Control	121	500	174	200	200	
53110 Wages, Overtime	4,662	7,465	3,279	4,637	1,037	
53115 Retirement	8,671	9,933	9,833	10,423	10,423	
53120 Social Security	12,751	13,355	13,206	13,724	13,724	
53125 Insurance, Medical	28,079	29,667	29,892	30,000	30,116	
53130 Insurance, Dental	2,661	2,687	2,504	2,504	2,868	
53135 Insurance, Disability	1,163	1,279	1,180	1,221	1,168	
53140 Insurance, Group Life	375	383	372	383	358	
53145 Insurance, Work Comp	7,004	10,362	10,054	11,247	6,690	
53190 Benefit Fees & Penalties	0	0	19	50	120	
53192 Marina Parks Transfer	-32,998	-37,786	-19,476	-20,928	0	
53196 Utility Mowing Reimbursement	0	0	0	0	-2,620	
Subtotal	\$192,560	\$204,459	\$222,321	\$228,228	\$238,852	
Indirect Employee						
53201 Travel/Training	0	100	0	100	0	
53205 Recruitment/Testing/Physicals	0	0	0	150	0	
53210 Expense Allowance	7	25	0	25	50	
53215 Uniforms and Clothing	876	1,500	1,008	1,200	1,200	
Subtotal	\$883	\$1,625	\$1,008	\$1,475	\$1,250	
Utility Costs						
53325 Parks	2,413	3,000	2,360	2,600	2,044	
53330 Sports Complex	11,842	12,000	11,850	12,350	11,892	
53335 Maintenance Buildings	10,016	12,000	14,975	14,000	20,728	
53345 Info Booth	790	800	760	750	591	
53360 Telephone, Sports Complex	462	500	477	500	496	
53365 Cell Phone	1,021	1,050	1,364	1,200	2,000	
53370 Internet	0	0	0	720	1,439	
53380 Street Lighting	26,941	28,500	27,896	28,000	26,151	
53381 Biketrail Lighting	1,461	1,650	1,263	1,400	1,299	
Subtotal	\$54,946	\$59,500	\$60,945	\$61,519	\$66,639	

← NOT RIGHT

→ LED LIGHTING?
→ LED BUZZES? PRV?

Village of Sister Bay 2015 Annual Budget

Fund 100 / Department 53		2012	2013	2013	2014	2014	2015
Parks and Streets		Actual	Budget	Actual	Budget	Estimate	Budget
Supplies							
53401	Office Supplies	2	25	8	25	0	
53405	Computer Hardware/Software	0	0	429	0	25	
53430	Custodial Supplies	3,350	4,000	2,889	3,500	3,500	
53440	Medical and Safety	129	250	839	500	500	
53445	Shop Supplies	854	750	373	500	500	
53450	Memorial Bench Supplies	205	500	217	250	1,000	
53460	Minor Equipment	1,234	750	1,416	2,000	1,000	
53470	Recreation Equip/Supplies	0	0	446	400	500	
53480	Street Light Bulbs	483	600	478	500	200	
53490	Misc. Municipal Supplies	528	0	401	250	525	
53495	Misc. Other Supplies	19	50	8	50	150	
	Subtotal	\$6,803	\$6,925	\$7,505	\$7,975	\$7,900	
Other Services							
53551	Rubbish Disposal	99,728	103,365	99,287	103,000	87,523	
53552	Recycling	7,346	8,000	8,692	8,000	9,795	
53553	Snow Removal Contract	16,091	25,000	33,013	25,000	25,000	
53581	YMCA Program Costs	\$9,432	\$11,500	11,889	13,500	12,500	
53595	Miscellaneous Other Services	100	100	0	100	100	
	Subtotal	\$132,697	\$147,965	\$152,881	\$149,600	\$134,918	

Village of Sister Bay 2015 Annual Budget

Fund 100 / Department 53	2012	2013	2013	2014	2014	2015
	Actual	Budget	Actual	Budget	Estimate	Budget
Parks and Streets						
Maintenance						
53610 Sidewalks	0	500	4	250		
53611 Bike Trail	179	250	69	200	200	
53615 Grounds Maintenance	242	1,000	982	500	2,500	
53620 Parks Maintenance	15,979	20,000	20,913	21,000	17,763	
53625 Sports Complex Maintenance	3,430	4,000	3,025	4,500	5,932	
53626 Dog Park	2,216	2,000	1,871	2,000	2,000	
53630 Street Signs	949	750	173	500	300	
53631 Seasonal Decorations	7,939	9,000	8,601	9,000	9,000	
53635 Lawn Maintenance	7,751	8,000	8,124	7,750	6,668	
53640 Parks Buildings	788	1,500	649	1,000	1,000	
53645 Info Booth (Bldgs & Grounds)	1,193	1,500	1,025	1,000	1,000	
53650 Storm Drainage System	562	2,000	1,889	1,000	1,000	
53655 Street Maintenance	7,537	8,263	9,751	9,437	27,437	
53670 Picnic Tables & Benches	0	2,000	591	2,500	500	
53671 Garbage Cans	0	500	0	500	0	
53675 Equipment Rental	826	200	0	200	200	
Subtotal	\$49,591	\$61,463	\$57,669	\$61,337	\$75,500	
Vehicles & Equipment						
53701 Vehicle Maintenance	5,052	5,000	1,288	5,000	5,000	
53705 Equipment Maintenance	4,774	10,000	10,391	10,000	10,000	
53710 Gas/Oil/Fluids	9,876	10,000	11,740	10,000	10,000	
53715 Tires	0	1,200	1,001	0	0	
Subtotal	\$19,702	\$26,200	\$24,418	\$25,000	\$25,000	
General Fund Capital Outlay						
53810 Capital Equipment/Improvements	0	0	22,500	0	0	
Subtotal	\$0	\$0	\$22,500	\$0	\$0	
Total	\$457,183	\$508,136	\$549,247	\$535,134	\$550,059	
<i>Proof to Audit (p.9)</i>	457,186		549,246			

4 INCREASE

Mary Kay - here you go; we would need to get some sort of idea what the Sister Bay officials would accept; my thoughts are a beautiful building or two on the site of gorgeous apartments; but designed with a Door County theme and sensitivity to the environment....anyway, that's what I'm thinking right now. We would send my architect up and he is very creative and likes drawing gorgeous buildings....fireplaces; granite; wood floors; something people would want to live in. Not too many units and great landscaping...that's my thought for the site.

I understand it is secondary to someone else's offer, Realtor Note: funding for condos very,very difficult unless the mortgagor is really affluent and usually they want a ton presold; generally not going to happen on a new development in this market/climate.

but if we can build something of high quality there it would be pretty exciting for us....but we have to find a way to capture the Door County "vibe" and not make it a "city" rental development.....I think we can do it with the local administration's help.....

I'm only interested in this if we can do "high end" and appeal to really quality residents....it would be fun for us to own something nice up there.....and it won't be junk I can assure you.

My architect would be more than willing to travel up and meet with everyone; we won't design it without some input first then work in a collaborative manner; that's the only way to get things done.....

They have nothing nice up there - a firm called Bockl development in the mid 1960's went to nearly all of the communities in the state and built 70 some buildings; always called them Carriage House, Executive House; that sort of thing...smaller 16 unit type buildings normally; well; they would go into a nice area and take out an old house or two and build nice quality small 1-2 bedrooms; wallpapered hallways and really solid...were very successful; I've owned a dozen of those buildings through the years.

Today's expectations are much greater but the concept is the same....Door County is a nice place to be and there is nothing of quality to rent....they are on sewer so that is a plus and I think we would be successful building a real quality building that is tailored to the local market; has a vibe about it; cool; and of high quality; no junk here....big roomy apartments....it would literally fill over night with solid citizens. I could see many older residents selling their homes and moving into this property....because it will be the spot to be in all of Door County; then they can travel, or go to Florida, or just not have the burden of ownership yet stay in the area where they have lived so long.....it is a nice option for quality. Only yearly leases; nothing short term; that's not our business model....this is not to be a hotel. High end - the garages are all underground to minimize the impact on the site....I would suggest underground parking.

We would do this quality – but have our architect meet with the local officials so that we get the right “feel” down with the village’s input....no junk here! I would suggest 2 bedroom 2 bath units with 1200 sq. ft etc...maybe fireplaces too; but a high end product with a great attention to detail, etc...theater room for residents; work out facilities; office right there in the building....if we had a lot of extra space available I’d suggest a few duplexes on the edge, etc.

Again, I don’t want to crowd the site; this is meant to be really a special destination that people would love to move into....

Anyway, I’ll get it done if they want me.

and yes you can disclose all of the emails; I only tell the truth and we would make this one terrific project....we would ask Zeke to assist.

Calvin M. Akin
Premier Real Estate Management, LLC
262-790-4560 Office
262-366-9184 Mobile
Calvin@Premier-Real-Estate.com

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 14, 2014 [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, Premier Real Estate Management LLC, and/or assigns,
4 _____, offers to purchase the Property known as [Street Address] 10604 9TH 57
5 _____ in the _____ Village
6 of Sister Bay _____, County of _____ Dodge _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: Three Hundred Thousand
9 _____ Dollars (\$ 300,000.00).
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____ will be
11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 See Addendum "A"

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: See Addendum "A"

16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____

20 ■ NOT INCLUDED IN PURCHASE PRICE: Personal property of tenants in possession.
21 _____
22 _____

23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

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
28 acceptance 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 August 22, 2014 _____ . Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.

32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "NA" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): _____

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

42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (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
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____

49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): cal@premier-real-estate.com w/a copy to jagoldberger@nslalaw.com

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

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
 58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
 59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
 60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
 61 Buyer waives the right to receive a property condition report.

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**
 63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
 64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
 65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
 66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.03.

67 **CLOSING** This transaction is to be closed no later than SEE ADDENDUM "A"
 68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
 70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none other
 71 _____

72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
 73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
 74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
 75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
 76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
 77 Current assessment times current mill rate (current means as of the date of closing)
 78 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
 79 known, multiplied by current mill rate (current means as of the date of closing)
 80

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

84 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
 85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
 86 to the forwarding address Seller agrees to provide at closing: The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
 87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
 88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
 90 or 277-288 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
 91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
 92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
 94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)-(oral) **STRIKE ONE** lease(s), if any,
 95 are various leases w/various tenants
 96 _____ . Insert additional terms, if any, at lines 109-115 or 277-288 or attach as an addendum per line 479.

97 **n/a ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
 98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
 99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

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

104 **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
 105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: none
 106 _____ . If "Time
 107 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"
 108 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.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
 110 _____
 111 _____
 112 _____
 113 _____
 114 _____
 115 _____

N/A PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of:

_____ [insert proposed use and type and size of building, if applicable; e.g. restaurant/taVERN with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific 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 cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 116 to 118.

APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____ **[CHECK ALL THAT APPLY]**, for the Property for its proposed use described at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

N/A **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller providing" if neither is stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

CAUTION: Consider 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 contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and void.

N/A **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days of acceptance: **[CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]**

- Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.
- Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.
- Rent roll.
- Other _____

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

= CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

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

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

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquakes, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial site or
207 archeological artifacts on the Property.
- 208 r. 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
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

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

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

226 (Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-268 APPLY.

228 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

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

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 = BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

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

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

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

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

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

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

277 **ADDITIONAL PROVISIONS/CONTINGENCIES**

DEFINITIONS CONTINUED FROM PAGE 4

287 **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 288 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 289 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 290 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 291 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 292 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 293 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 294 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 295 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 296 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 297 and state and federal guidelines, as applicable.

299 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 300 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 301 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 302 other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 478.

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

311 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

312 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

EARNEST MONEY

319 **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
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

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

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

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

TITLE EVIDENCE

CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and none other.

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

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

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

GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if neither 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 deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

ENVIRONMENTAL EVALUATION CONTINGENCY: This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~ ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

RIGHT TO CURE: Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has 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 Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report 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 will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **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
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If Buyer defaults, Seller may:

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

402 If Seller defaults, Buyer may:

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

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

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

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

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

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

419 **CAUTION:** Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's
 420 decision to purchase.

421 **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
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

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

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (800) 240-5830.

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

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

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

Property Address: 10604 STH 57, Sister Bay, WI

450 INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsites, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
457 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

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

465 RIGHT TO CURE: Seller (shall/should not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection 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 will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 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
474 Contingency and _____

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

479 ADDENDA: The attached _____ Addendum "A" _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____ Attorney Joe A. Goldberger
481 _____ on _____ 08/13/2014

482 Buyer Entity Name (if any): _____ Premier Real Estate Management, LLC

483 (X) _____ 8-14-14
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

487 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
488 _____ Broker (By) _____

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

492 Seller Entity Name (if any): _____

493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____ MaryKay Summer Colwell Banker
498 _____ The Real Estate Group on _____ 8-15-14 at _____ 11:15 a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter]
500 Seller Initials ▲ _____ Date ▲ _____ Seller Initials ▲ _____ Date ▲

ADDENDUM A TO COMMERCIAL OFFER TO PURCHASE

THIS ADDENDUM A represents additional provisions to that certain Commercial Offer to Purchase (the "Offer") dated August 12, 2014 by Premier Real Estate Management, LLC, a Wisconsin limited liability company and/or assigns (the "Buyer") regarding the purchase and sale of that certain property described in Section 1 below. The parties hereto agree that in the event the provisions of this Addendum A conflict with those of the Offer, the provisions of this Addendum A control. The Offer and this Addendum A, when accepted, shall sometimes collectively be referred to as the "Agreement". For the purposes hereof, the term "Effective Date" shall mean the date this Agreement is fully executed by the Buyer and the Seller.

1. **Property.** The Property subject to this Agreement is identified as 10604 STH 57 in the Village of Sister Bay, Door County, Wisconsin, Parcel No. 1814230001 in the Village of Sister Bay, Door County, Wisconsin (the "Property").

2. **Purchase Price; Earnest Money.**

(a) **Purchase Price.** The purchase price for the Property (the "Purchase Price") shall be Three Hundred Thousand and 00/100 Dollars (\$300,000.00). The Purchase Price shall be paid at Closing as follows in immediately available U.S. funds: (i) the Buyer shall be credited for the Earnest Money paid; and (ii) the balance of the Purchase Price (subject to any other credits and proration as provided in this Agreement) shall be paid by Buyer to Seller at Closing.

(b) **Earnest Money.** Earnest Money in that amount of Ten Thousand and 00/100 Dollars (\$10,000.00) shall be paid within Three (3) business days of the Effective Date. The Earnest Money will be held by the Title Company as hereinafter defined.

3. **Closing.** The closing ("Closing") of the transaction contemplated herein shall take not more than Thirty (30) days after the waiver of Buyer's Conditions Precedent as hereinafter defined (the "Closing Date") or at such other time or place as agreed to in writing by Buyer and Seller or otherwise pursuant to the terms of this Agreement.

4. **Deliveries at Closing.**

(a) At Closing, Seller shall deliver the following documents, agreements or instruments:

- (i) The Warranty Deed referred to in the Offer;
- (ii) Evidence of organizational authority as required by the Title Company;
- (iii) Affidavit as to construction liens and possession;
- (iv) GAP Indemnity;
- (v) Broker lien affidavit – Seller;
- (vi) Certificate as to non-foreign status;
- (vii) a fully issued title policy or a "marked-up" title commitment as required in Section 5(c) hereof;
- (viii) Such other documents or instruments as are consistent with the Agreement and reasonably requested by Buyer, Buyer's counsel or the Title Company.

- (b) At Closing, Buyer shall deliver the following:
- (i) The Purchase price, as adjusted by the Earnest Money payment and Closing prorations and adjustments;
 - (ii) Broker lien affidavit – Buyer; and
 - (iii) Such other documents or instruments as are consistent with the Agreement and reasonably requested by Seller, Seller's counsel or the Title Company.
- (c) At Closing, Buyer and Seller shall join in delivering:
- (i) A closing statement summarizing the financial settlement of the transaction consistent with the Agreement;
 - (ii) Information to permit the Title Company to complete and electronically file a Wisconsin real estate transfer return.

5. Title Insurance.

(a) Title Commitment. On or before twentieth (20th) day after the Effective Date, Seller shall cause to be furnished to Buyer a current title commitment for an owner's policy of title insurance (the "Title Commitment") issued by Carolyn Tolgo of Dominion Title LLC, 3000 N. Riverside Drive, Green Bay, Wisconsin 54301, as an agent for First American Title (the "Title Company"), showing the status of title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property which would appear in an owner's policy of title insurance, if issued and committing to GAP coverage. Accompanying such Title Commitment, Seller shall request Title Company to furnish Buyer with true, correct, complete and legible copies of all recorded documents affecting title to the Property. The cost and expense of the Title Commitment and GAP endorsement shall be borne by Seller. The premium for any loan policy or additional endorsements shall be paid by Buyer.

(b) Survey. On or before forty-five (45) days after the Effective Date, Buyer shall (at Buyer's expense) obtain an ALTA survey of the Property (the "Survey") in a form acceptable to remove the survey exception(s) from the title insurance policy and otherwise in the following form: (i) the Survey shall be made in accordance with the "minimum detail requirements for A.L.T.A./A.C.S.M. Land Title Surveys" established and adopted by A.L.T.A. and A.C.S.M. in 2011 with such Table "A" items as Buyer may, in Buyer's sole discretion, require; (ii) shall be certified by the Surveyor to Buyer, Buyer's Lender, if any and the Title Company; and (iii) the Survey shall be re-certified by the Surveyor as of a date which is not more than sixty (60) days prior to the Closing Date.

(c) Permitted Exceptions. On or before the twentieth (20th) day after the latter to occur of Buyer's receipt of the Title Commitment or Survey, Buyer shall notify Seller in writing ("Buyer's Objection") of any exceptions to title shown in the Title Commitment and/or survey (if a survey is obtained at Buyer's election and expense), which are unacceptable to Buyer. Seller shall have ten (10) days from receipt of Buyer's Objection in which to inform Buyer in writing ("Seller's Reply") of any matters in Buyer's Objection that Seller is unwilling or unable to cure. Buyer shall have ten (10) days from receipt of Seller's Reply in which to inform Seller of Buyer's election to terminate the Agreement, in which case, the Earnest Money, less the Independent Consideration (as defined below), shall be returned to Buyer, or accept the matters in Seller's Reply as additional Permitted Exceptions. The following exceptions shall be deemed the "Permitted Exceptions" for the purpose of Closing: (i) municipal and zoning ordinances; (ii) general taxes levied in the year of closing; (iii) any exceptions to the Title Commitment to which Buyer does not timely object; or (iv) any exceptions to the Title Commitment to which Buyer does timely object, but which Buyer thereafter accepts in

writing. Buyer may condition its acceptance of title on the agreement of the Title Company to issue, at Buyer's expense, such standard endorsements as Buyer, in Buyer's discretion, shall deem necessary.

(c) Insured Closing. Buyer's obligation to deliver performance at Closing shall be conditioned upon Buyer's receipt from Title Company of a fully issued title policy or a "marked-up" Title Commitment showing the effective date to be the time and date of Closing and for the full amount of the Purchase Price and including a "GAP" endorsement, subject only to the Permitted Exceptions. Each party covenants with the other to cooperate in good faith to make such deliveries of evidence of organizational authority and payment of Title Company's fees to induce title Company to deliver such "marked-up" Title Commitment or title policy.

(d) Seller's Closing Expenses. Seller shall pay: (i) the premium for the title policy in the amount of the Purchase Price and GAP endorsement; (ii) Wisconsin real estate transfer tax; (iii) recording fees to record any releases of mortgages or other liens; (iv) one-half of any escrow or closing fee imposed by Title Company; (v) fees of Seller's counsel.

(e) Buyer's Closing Expenses. Buyer shall pay: (i) any additional endorsements required by Buyer or Buyer's lender, as well as any premium for a policy of title insurance for Buyer's lender; (ii) recording fee for the Warranty Deed; (iii) all costs and expense for Buyer's inspections, survey, municipal or other application fees and costs, if applicable; (iv) one-half of any escrow or closing fee imposed by the Title Company; and (v) fees of Buyer's counsel.

6. Buyer's Conditions Precedent. Buyer's obligation to close hereunder is expressly conditioned on the following, in addition to those set forth on the form WB-13 Vacant Land Offer to Purchase:

(a) Approvals. Buyer obtaining, at Buyer's sole cost and expense, and within one hundred twenty (120) days of the Effective Date, all municipal, county and other governmental approvals deemed reasonably necessary by Buyer, in Buyer's sole discretion, to permit the construction by Buyer of a residential apartment development on the Property which includes not less than thirty-six (36) units and which conforms to a design acceptable to Buyer (the "Project") in Buyer's sole discretion.

(b) Inspection. Buyer shall have one hundred twenty (120) days after the Effective Date to perform physical inspections of the Property (including, but not limited to, a Phase I and Phase II Environmental Assessment of the Property, soil testing, physical survey of the Property and verification of the availability of utilities to service the Project, verification of legal and unencumbered access to the property); to determine, to Buyer's complete and sole satisfaction, that Buyer desires to Purchase the Property.

(c) Financing. Buyer obtaining, within one hundred twenty (120) days of the Effective Date a written commitment for financing for the Project on terms and conditions acceptable to Buyer, in Buyer's sole discretion.

If Buyer does not notify Seller in writing on or before the dates specified for each Buyer's Conditions Precedent stated at (a), (b) and (c) above, of the satisfaction or Buyer's waiver of such Condition Precedent, the Agreement shall be null and void and all Earnest Money, less the Independent Consideration, shall be returned to Buyer; provided, however, in consideration for Seller agreeing to the broad discretion afforded Buyer in evaluating the satisfaction of Buyer's Conditions Precedent, Seller shall be entitled to the sum of One Hundred and 00/100 Dollars (\$100.00) ("Independent Consideration") from the Earnest Money as an option payment. The Independent Consideration constitutes good and valuable consideration to Seller to agree to enter into the Agreement. Seller and Buyer hereby acknowledge and agree that they intend this Agreement to be a binding and enforceable contract, subject to the terms and conditions set forth herein, and each party hereby waives any right to hereafter challenge the enforceability of the Agreement on the basis that the contingencies set forth herein are at the sole discretion of Buyer. Buyer agrees to exercise diligent, good faith efforts to inspect the Property, review documents and determine whether the transaction contemplated herein may satisfy all of the contingencies set forth herein. Seller acknowledges

and agrees that such efforts by Buyer will require Buyer to expend significant time and money investigating and reviewing such contingencies and the expenditure of such time and money by Buyer, together with the Independent Consideration and Buyer Information deliveries, constitutes good and sufficient consideration to Seller for Seller granting Buyer the time set forth in the Agreement to investigate and resolve all such contingencies.

Buyer and Seller agree that in the event that this Agreement shall be terminated pursuant to the provisions of this Section 6 or any sub-section thereof, each of the parties shall promptly execute a WB-45 Cancellation and Mutual Release and agree to the prompt return of the Earnest Money to Buyer.

7. Matters Pending Closing. From and after the Effective Date until the Closing Date, Seller agrees that Buyer and its agents may have access to the Property to allow Buyer and its agents, employees and contractors to perform such inspections and testing as Buyer deems reasonable and necessary. Buyer agrees not to unreasonably interfere with Seller's use and occupancy of the Property by Seller or Seller's tenant, if any. If Buyer elects to terminate the Agreement for failure of one or more of Buyer's Conditions Precedent, Buyer shall restore all portions of the Property disturbed by Buyer's Inspections to substantially the condition existing prior to Buyer's activity thereon.

8. Commissions. Buyer represents that Buyer was introduced to the Property by Coldwell Banker Real Estate Group (the "Broker") Buyer shall be responsible for the payment of any and all commissions owed to the Broker. Buyer and Seller each hereby agree to indemnify and hold the other party harmless from and against any and all loss, cost or expense, including attorneys' fees and costs of litigation, which such other party may incur as a result of any breach of representations, warranties or covenants contained in this Section 8. Obligations undertaken under this Section 8 shall survive Closing.

9. Assignment. Buyer shall have the right to assign all or any portion of its interests under this Agreement without the consent of Seller. In the event of an assignment of this Offer by Buyer, the representations, warranties, covenants and agreements herein contained and all other rights of Buyer's arising hereunder will inure to the benefit of any such assignee or assignees. Seller shall not have the right to assign its interests under this Agreement without the prior written consent of the Buyer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, interests and permitted assigns.

10. Additional Acts and Documents. Each party hereto agrees to do all things and to take all actions and to execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

11. Counterparts. This Agreement may be executed in multiple counterparts, each such counterpart shall be deemed to constitute one and the same instrument.

12. Expenses. Except as expressly provided herein, each party to this Agreement shall pay its own costs and expenses related to the transaction contemplated hereby, including, but not limited to its own attorneys' fees.

13. Governing Law. This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by the laws of the State of Wisconsin without giving effect to its conflict of law provisions.

14. Integration Clause; Oral Modification. The Agreement represents the entire understanding of the parties with respect to the subject matter hereof. Agreements, if any, whether oral or written, entered prior to the Agreement or are revoked and superseded by the Agreement; and no representations, warranties, inducements or other agreements have been made by any of the parties except as expressly set forth herein. The Agreement may not be changed, modified or rescinded except in writing

signed by all of the parties hereto, and any attempt at oral modification of this Agreement shall be void and have no effect.

15. **Construction; Headings.** Section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

16. **Brokerage Disclosure.** Premier Real Estate Management, LLC is a real estate brokerage, licensed by the State of Wisconsin. Calvin M. Akin, the Sole Member of Buyer, is a real estate broker, licensed by the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the respective day and year opposite their signatures below.

BUYER:
Premier Real Estate Management, LLC
a Wisconsin limited liability company

By: Calvin M. Akin
CALVIN M. AKIN, Sole Member

Date: 8-14-14

ACCEPTANCE

SELLER:

By: _____

Name: _____

Title: _____

Date: _____

THIS ADDENDUM "A" WAS DRAFTED BY:
Attorney Joe A. Goldberger
North Shore Legal
13460 N. Silver Fox Drive
Mequon, Wisconsin 53097
(262) 241-1833
(262) 241-0871 (fax)
jagoldberger@nsllaw.com