

ADDENDUM A TO OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated _____ (Offer), made by the undersigned Buyer with respect to the
2 Property located at _____, Wisconsin (Property). PARAGRAPHS
3 PRECEDED BY A BOX ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM ONLY IF MARKED, SUCH AS WITH AN "X".

4 **ADDITIONAL TAX PRORATION PROVISIONS:**

5 **INDIVIDUAL PROPERTY REASSESSMENT:** If the Property has been or is reassessed (other than an area-wide or general municipal
6 reassessment) prior to closing, the basis for proration shall be: The current assessment times the current mill rate.

7 **AREA WIDE OR GENERAL REASSESSMENT:** If an area-wide or general municipal reassessment has been completed or is pending,
8 and the current year's taxes are not available, the tax proration will be determined by using this formula: Sale price, multiplied by the percent
9 of fair market value used by the assessor in the prior year, multiplied by the prior year's mill rate. This formula also shall be used if both
10 an individual property assessment and an area wide or general reassessment have occurred. **CAUTION: Buyer is informed that the
11 actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for
12 proration. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

13 **HOME WARRANTY PROGRAM:** **MARK OPTION WHICH APPLIES**

14 **NO:** The parties do not want a limited home warranty plan.

15 **YES:** A limited term home warranty plan agreement shall be provided at closing. The charge for the warranty shall be paid by
16 (Buyer) (Seller) **STRIKE ONE** up to a maximum amount of \$ _____. If the charge for the plan exceeds this amount Buyer shall be
17 responsible for any additional premium costs. The charge includes the full amount of all fees due and payable and the costs of inspection and
18 administration. The warranty plan will be purchased through the (listing) (cooperating) **STRIKE ONE** broker. Buyer and Seller understand
19 and consent to the fact that a portion of the charge may be paid to such broker. Buyer is advised that a home inspection may detect pre-existing
20 conditions which may not be covered under the warranty plan.

21 **LOTTERY TAX CREDIT:** The real estate tax proration shall be computed (before) (after) **STRIKE ONE** deduction of the First Dollar
22 Credit and the lottery credit. The lottery credit for the current year shall be used if known, otherwise the lottery credit from the prior year's tax
23 bill shall be used.

24 **DISCLOSURE OF PERSONAL INTEREST, FEES AND PROFITS:** Buyer and Seller are informed and consent to the fact that the real
25 estate agency or licensee listed below also may receive certain fees, profits, or other benefits from this transaction as a result of the following
26 personal or financial interests in the transaction or in an entity providing products and/or services related to the transaction; **CHECK ONE**
27 Listing Firm _____ Selling Firm _____ Other _____ . OWNERSHIP INTEREST: _____

28 _____ OTHER INTEREST: _____

29 **SALE OF BUYER'S PROPERTY/SUBJECT TO SALE:** **CHECK LINE 34 OR 50, AS APPLICABLE** NOTE: If either of the following
30 contingencies are selected, **do not check the other contingency or the sale of buyer's property contingency in the Offer.**

31 Buyer's obligation to purchase the Property is contingent upon the sale and successful closing of Buyer's property at _____
32 _____ which is marketed by _____
33 _____, for a minimum gross sale price of \$ _____.

34 **NO ACCEPTED OFFER ON BUYER'S PROPERTY OR ACCEPTED OFFER WITH CONTINGENCIES OTHER THAN FINANCING.**
35 There (is) (is not) **STRIKE ONE** an accepted offer on Buyer's property. Seller may keep the Property on the market for sale and shall
36 have the unrestricted right to accept by signature any secondary offer, and may give Buyer written notice of any such acceptance. This Offer
37 shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless Buyer, prior
38 to such notice or within _____ hours of Buyer's actual receipt of such notice, delivers to Seller additional earnest money of
39 \$ _____ and one of the following: (1) written notice from Buyer that this Offer is not subject to the sale or successful closing of Buyer's
40 property described above and that Buyer is waiving all financing contingencies and making the Offer a cash offer (which notice shall not be valid
41 unless it is accompanied by written verification that Buyer has financing which is not contingent on the sale of Buyer's property or another acceptable
42 source of the funds necessary to close this transaction); or (2) written proof (a copy of the purchase contract or other evidence) that all contingencies
43 (other than any financing contingency) in the purchase contract for Buyer's property have been properly removed or satisfied. If Buyer satisfies the
44 requirements of (2) above, this contingency shall be deemed modified and shall be subject only to the successful closing of Buyer's property on
45 or before the closing date in this purchase contract. If this contingency is modified per line 42 and Buyer's property does not close on or before the
46 closing date specified in the purchase contract, or if the purchase contract for Buyer's property becomes null and void for any reason, Buyer will
47 promptly notify Seller and Seller shall have the right to declare this Offer null and void. NOTE: Buyer may not unilaterally waive this contingency
48 without complying with requirement (1) or (2) at lines 39 and 42 above. **Strike next sentence if not applicable.** Other than earnest money,
49 Offer deadlines measured from acceptance shall be measured from the time Buyer has complied with either requirement (1) or (2) above.

50 **ACCEPTED OFFER ON BUYER'S PROPERTY - CONTINGENCY FREE OR SUBJECT ONLY TO FINANCING/NO BUMP CLAUSE.**

51 Buyer represents that there is a purchase contract for Buyer's property with all contingencies (other than financing) satisfied, and with a
52 closing on or before _____. Buyer shall provide Seller with a copy of the purchase
53 contract and written proof that all contingencies (other than financing) have been properly satisfied or waived within _____ days of
54 acceptance, or Seller shall have the right to declare this purchase contract null and void by written notice to Buyer. If Buyer's property does
55 not close on or before the closing date for this transaction or if the purchase contract for Buyer's property becomes null and void, Buyer shall
56 promptly notify Seller, and Seller shall have the right to declare this contract null and void.

57 ■ **CLOSING AND ESCROW FEE(S):** Buyer shall pay fees charged by the closing/escrow agent providing Buyer's Mortgage Closing
58 Services. In the event an escrow is required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement
59 and pay the fees charged by the escrow agent.

60 ■ **PERSONAL PROPERTY:** Any personal property included in this transaction is deemed to be of no monetary value unless otherwise
61 indicated in the Offer. **All personal property is transferred "as is" without any warranty as to condition or operation.**

62 ■ **MUNICIPAL REPORT/ CODE COMPLIANCE:** Seller agrees to provide Buyer, and Buyer's lender's closing agent if applicable, with a
63 written statement verifying the status of real estate taxes, current or planned special assessments, and other municipal charges affecting
64 the Property, if such a statement is available from the municipality in which the Property is located. This statement shall be provided prior
65 to closing, at Seller's expense. Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of
66 Compliance, Occupancy Permits, and any other documents/approvals required at the time of sale by applicable municipal code(s) including,
67 but not limited to, documentation of compliance with Clear Water and/or Back Flow Protection ordinance requirements.

68 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING PROPERTY:** Zoning and building
69 restrictions currently affect the use of the Property. Annexations and comprehensive plans may affect the future use or value of the property
70 by influencing future development (residential, commercial, transit systems, storm water management systems, etc.) in the county and
71 municipality. Buyer is advised that the municipality in which the Property is located likely has existing zoning and building restrictions and may
72 have developed a "Comprehensive Plan." Buyer is informed that some properties are considered legal non-conforming properties which no
73 longer conform to current zoning due to changing building regulations, restrictions, and lot size requirements. Restrictions on non-conforming
74 properties may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard insurance
75 if Property is non-conforming). Buyer is encouraged to contact the appropriate municipal authorities regarding existing zoning and building
76 restrictions, potential future annexations and possible comprehensive plans, if these issues are material to Buyer's decision to purchase.

77 ■ **FLOOD PLAINS/WETLANDS:** Buyer is aware that flood plain and wetland areas are difficult to identify, even when using available
78 floodplain and wetland maps. Buyer is encouraged to consult with appropriate government officials if such information is material to Buyer.
79 If Buyer's lender requires flood plain insurance, Buyer agrees to pay the cost of the flood plain insurance.

80 ■ **TITLE INSURANCE/ABSTRACT/GAP INSURANCE:** It is recommended that Buyer or Buyer's attorney contact the title company issuing
81 the title insurance commitment to determine what documentation is required to remove certain exceptions from the commitment (or policy
82 when issued). Buyer is aware that the current title commitment does not include Gap coverage for any title defects that occur after the date
83 of the commitment, but prior to the recording of the deed received by Buyer. Buyer is aware Buyer may obtain this insurance coverage at
84 an additional cost.

85 ■ **HAZARDOUS SUBSTANCES:** The parties are aware that the news media and other public information sources indicate that lead, arsenic,
86 radium, solvents, pesticides, radon gas, asbestos, lead-based paint, mold and other toxic substances and chemicals within a structure, or in
87 soils, or in public and private drinking water (see: <http://www.dnr.state.wi.us/org/water/dwg>), can cause serious health hazards. Seller represents
88 that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant health hazard, unless otherwise
89 indicated on Seller's Real Estate Condition Report or other written disclosures provided to Buyer. Buyer is encouraged to inspect and test the
90 Property with respect to these substances and to consult with the appropriate experts, as necessary, regarding these issues.

91 ■ **UNDERGROUND (UST) AND ABOVE GROUND STORAGE TANKS:** Unless otherwise indicated in the Seller's Real Estate Condition
92 Report, Offer to Purchase and/or any attached addenda, the Seller is not aware of any USTs or above ground storage tanks currently or
93 previously located on the property or of any contamination related to such tanks.

94 ■ **BASEMENT FUEL OIL TANKS:** If there is an abandoned basement fuel oil tank on the Property, Seller shall, prior to closing, comply
95 with all applicable state regulations. This Offer is contingent upon Seller confirming to Buyer in writing, at least five days prior to closing,
96 that any abandoned basement fuel oil tank has been emptied and cleaned in conformance with applicable state standards and that all
97 required notices and registrations have been completed. Seller shall give Buyer copies of any documents confirming Seller's
98 representations before closing.

99 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS:** Buyer acknowledges that it
100 is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds acceptable. The parties acknowledge that real
101 estate licensees are not experts with respect to construction techniques or building materials and the parties are advised to consult and
102 rely on the opinions of appropriate experts. Buyer should be satisfied that Buyer knows how various factors will affect the Property,
103 including, but not limited to, proximity to public transportation, airport overlay restrictions, airport noise, traffic noise, special health concerns
104 of family members, vehicle or boat traffic, possible future assessments for public improvements, lake flies, ice shoves, manufacturing noise,
105 area odors, existing or abandoned landfills and/or quarries, parks, public trails and other conditions. Buyer acknowledges that Buyer has
106 made such independent inquiries as Buyer deemed necessary concerning material factors. Buyer acknowledges that Buyer has not relied
107 upon any statements or representations by Seller or any real estate agent regarding conditions or occurrences affecting the Property or
108 transaction unless such statements or representations are contained in this Offer, are incorporated by reference into this Offer or have
109 otherwise been provided to the Buyer in writing.

110 ■ **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS:** Real estate agent(s) may furnish a list of independent inspectors/testers to the
111 Seller/Buyer. Unless provided in writing, no representation has been made as to the competency of the inspectors/testers. The Party designated
112 as responsible for obtaining an inspection shall be solely responsible for determining the qualifications of the inspector/tester. In the event any
113 inspection or test is ordered on behalf of the Seller/Buyer by a broker in the transaction, the Parties agree to hold the broker harmless for any
114 damages or liability resulting from the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing. Seller is
115 aware and agrees that Buyer or Buyer's representatives may be present at inspections and tests. Buyer may receive copies of certain inspection,
116 test, appraisal or other reports prepared for other persons. Buyer should carefully review these reports to determine the age and purpose of
117 the report and the standards of practice followed by the individual preparing the report. It is recommended that Buyer have the Property inspected
118 by a Wisconsin registered home inspector or other qualified independent inspector/tester (for inspections/tests other than a "home inspection").

119 ■ **SHARED DRIVEWAY:** If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense,
120 providing Buyer with a copy of a shared driveway agreement no later than (5) five days before closing. The agreement shall provide that
121 the parties to the agreement share equally in the rights and obligations relating to the shared driveway, including use and maintenance.
122 This contingency shall be deemed satisfied unless Buyer, within five days of receipt of the agreement, delivers to Seller a written notice
123 listing the defects in the agreement. Upon receipt of said notice Seller then shall have ten days to cure the defects and the time for closing
124 shall be extended accordingly. If the agreement is not of record, it shall be provided in recordable form, with recording fees to be Seller's
125 expense.

126 ■ **LOT SIZE, BOUNDARIES, DRAWINGS, SKETCHES, DIAGRAMS AND SURVEYS:** Buyer is advised that any drawing, sketch, diagram
127 or survey of the Property which may be given to the Buyer are for general information purposes **ONLY**. Buyer should verify lot size, location
128 of boundaries, location of improvements, existence and location of easements, possible encroachments, elevation(s), or other factors about
129 the Property, if material to Buyer's decision to purchase.

130 The title insurance company may accept an ALTA survey for deletion of the boundary/lot line exception from the title policy.

131 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining)(Seller providing) **STRIKE ONE** a map of the Property
132 prepared by a licensed land surveyor, within _____ days of acceptance, at (Buyer's)(Seller's) **STRIKE ONE** expense. The map shall
133 identify the legal description of the Property, the Property's boundaries and boundary line dimensions, visible encroachments upon the
134 Property, the location of improvements, if any, and: _____.

135 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to, specifying how
136 current the map must be; staking of all corners of the Property; identifying dedicated and apparent streets, lot dimensions, total acreage
137 or square footage, easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
138 The map shall show no significant encroachment(s) or any information materially inconsistent with any prior representations to Buyer. This
139 contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt of the map, or 2) the deadline for
140 delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy of the map and a written notice which identifies the
141 significant encroachment or the information materially inconsistent with prior representations.

142 **UNDERGROUND STORAGE TANKS (UST):** Seller is aware of: **CHECK AS APPLICABLE** (USTs) currently on the
143 Property. (USTs) removed from Property in the past. Any contamination related to USTs on the Property.

144 If there is an underground storage tank on the Property, Seller shall, prior to closing, comply with all federal, state and local regulations
145 regarding the tank, including state tank registration and abandoned tank closure requirements, unless the estimated cost of complying with
146 such requirements exceeds \$ _____, in which case Seller may elect to declare this Offer null and void. Buyer's obligation
147 to purchase the Property is contingent upon Seller confirming to Buyer, in writing, at least five (5) days prior to closing, that any in-use
148 underground storage tank is registered and meets current state operating standards; and that any abandoned underground storage tank
149 was properly cleaned and closed in conformance with state standards in effect at the time of closure and that Seller had no knowledge of
150 any contamination detected upon closure. Seller shall give Buyer copies of any documents confirming Seller's representations regarding
151 any tank. After closing Buyer shall re-register any USTs on the Property in Buyer's name.

152 **TESTING CONTINGENCY:** This Offer is contingent upon (Buyer obtaining)(Seller providing) **STRIKE ONE** a current written report
153 documenting the results of the following test(s): _____.

154 within _____ days of acceptance, at (Buyer's)(Seller's) **STRIKE ONE** expense. This testing contingency shall be deemed satisfied unless
155 Buyer, within five days of the earlier of: 1) Buyer's receipt of the test report(s) or 2) the deadline for delivery of said report(s), delivers to Seller
156 and to listing broker if Property is listed, a copy of the test report(s) which identifies defect(s), and a written notice identifying the defect(s) to
157 which Buyer objects. Seller (shall) (shall not) **STRIKE ONE** have the right to cure. (Seller shall have a right to cure if no choice is indicated.)
158 If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's election to cure within 10 days of
159 receipt of Buyer's notice; (2) and by curing the defects in a good and workmanlike manner and by giving Buyer a report of the work done prior
160 to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and (1) Seller does not have the right
161 to cure; or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller does not timely deliver the notice of
162 election to cure. A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of
163 the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced
164 would significantly shorten or have a significant adverse effect on the expected normal life of the Property. Defects do not include structural,
165 mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

166 **NOTICE:** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin
167 Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

168 **BUYER'S TITLE:** Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property (marital property, joint
169 tenants, tenants in common, etc.). Wisconsin law prohibits real estate brokers from advising buyers regarding how title should be taken.

170 **INSURABILITY OF PROPERTY:** The availability and cost of property and/or homeowners insurance may be determined by numerous
171 factors, including, but not limited to, buyer's credit history (credit score), buyer's insurance claims history, condition of property, the type
172 of electrical service on the Property, and the history of prior claims on the Property. The Parties acknowledge that real estate licensees are
173 not experts with respect to insurance and are advised to contact their insurance agent as to requirements for obtaining insurance.

174 **ADDITIONAL PROVISIONS:** _____
175 _____
176 _____
177 _____

178 **READING/UNDERSTANDING:** By initialing below each Party acknowledges receipt of a copy of this Addendum and that he/she
179 has read carefully and fully understands all of the provisions of the Offer, addenda and other documents incorporated into the
180 Offer. BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS STANDARD PROVISIONS WHICH ARE NOT
181 APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY OF ANY PROVISION OR THE
182 APPROPRIATENESS OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED
183 TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS OR
184 ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.

185 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials shall not
186 constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

187 (X) _____ (X) _____ (X) _____ (X) _____
188 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲