



*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting:	Economic Development Committee
Date/Time:	Tuesday, June 4, 2024, at 5:30 PM
Location:	City Hall (407 Grant Street, Wausau, WI 54403), Council Chambers
EDC Members:	Chad Henke, Carol Lukens, Terry Kilian, Gary Gisselman, and Victoria Tierney

ECONOMIC DEVELOPMENT COMMITTEE AGENDA ITEMS FOR CONSIDERATION

(All items listed may be acted upon)

- 1 Approval of Minutes from May 5, 2027 Meeting
 - 2 Presentation by Greater Wausau Chamber of Commerce (*Eckmann*)
 - 3 Discussion and Possible Action on Sale of 1717 Arlington Lane to Ghidorzi Investment I, LLC. (*Fifrick*)
 - 4 Discussion and Possible Action on Consent to Transfer and Waiver of Right of First Refusal 2105 N 2nd Street, Wausau (*Stratz*)
- Adjourn

Carol Lukens, Chairperson

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

Members of the public who do not wish to attend in person may view the meeting live or after the fact on the City of Wausau's YouTube Channel: <https://tinyurl.com/WausauCityCouncil> or live on Cable TV, Channel 981. Any person wishing to offer public comment who does not appear in person to do so, may email the City Clerk: Kaitlyn.Bernarde@ci.wausau.wi.us or the Development Director: Liz.Brodek@ci.wausau.wi.us with "EDC Public Comment" in the subject line by the start of the meeting. All public comments received, either by email or in person, will be limited to items on the agenda only. Messages related to agenda items received prior to the start of the meeting will be provided to the Committee Chair.

This Notice was Posted at City Hall and Emailed to Local Media Outlets on 5/29/2024 @ 4:30 PM

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations to participate in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or email ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event, the City of Wausau will make a good faith effort to accommodate your request.

MINUTES

Economic Development Committee Meeting

Date / Time: Thursday, May 7, 2024, at 5:15 P.M. | **Meeting called to order by** Bernarde at 5:15 P.M.

In Attendance

Members Present: Gary Gisselman, Terry Kilian, Carol Lukens, Chad Henke, Victoria Tierney

Others Present: Randy Fifrick, Kaitlyn Bernarde, Andy Lynch, Brad Lenz, Tom Radenz, Tom Neal, MaryAnne Groat

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 1 – Election of Chairperson for the 2024-2026 term.

Alder Gisselman was nominated by Alder Kilian; Alder Henke nominated Alder Lukens, motion to close nominations by Alder Tierney.

Alder Lukens was voted in as chairperson 3-2.

Alder Gisselman was nominated by Alder Tierney; Alder Gisselman nominated Alder Henke.

Alder Henke was voted in as vice chairperson 3-2.

Agenda Item 2 – Establish regular meeting date and time for the 2024-2026 term.

The current meeting is the first Tuesday of the month at 5:15 pm. There was discussion about moving the meeting start time to 5:30 on the same dates.

Alder Tierney motioned to start the meetings at 5:30, seconded by Gisselman. Motion carried 5-0.

Agenda Item 3 – Approval of Minutes from April 3, 2024, meeting.

Henke motioned to approve the previous minutes, seconded by Tierney. Motion carried 5-0.

Agenda Item 4 – Presentation from Centergy

This presentation was postponed to a future meeting.

Agenda Item 5 – Update on Foundry on 3rd, LLC. (Fifrick)

The closing is set for later this week, and the groundbreaking would be later in May. They are on pace to hit the June 1 commencement date. November 2026 is the approximate completion date. Alder Kilian asked for the status if the financing had been secured; no representative from T Wall was present to address the question. Alder Tierney suggested that we need to know before the groundbreaking that financing has been secured. As no action could be taken, Fifrick stated that he would talk to them about updating the committee at a future meeting.

Agenda Item 6 – Discussion and possible action on First Amendment with Gorman & Company, LLC and Riverview Lofts Wausau, LLC for Westside Commons. (Fifrick)

Originally, the city was going to work with the Mandarin to secure the easement. Gorman & Company, LLC has stated that they will take care of those accommodations. Alder Kilian pointed out that the original deadline for the easement agreement was July 31st and asked if there is a replacement deadline. Fifrick stated that the date would be completely removed. Gorman will just need to get an excavation permit in lieu of this agreement, so it just removes the obligation from the city.

Henke motioned to approve the amendment, seconded by Kilian. Motion carried 5-0.

Agenda Item 7 – Discussion and possible action on Request for Interest (RFI) for Riverlife South. (Fifrick)

In the past, when Requests for Proposals, proposals have been submitted a specific plan for these, after the developers have invested quite a bit of time, money, and resources into the proposals. Doing a RFI would allow the developers and the department to work together to refine what product they are proposing. This particular RFI is for the property between Fulton, 1st and the river. Alder Kilian questioned why we are working on the southern property instead of the one farther north, most recently involving SC Swiderski. Fifrick stated that there has been more interest in the southern property. Also, the south property would be a smaller development. Alder Kilian also questioned how strict we are going to be about the attributes that we will ask for. Fifrick said on the northern piece, access to the river must be maintained. Alder Tierney questioned why we are trying to do the southern piece with so many other projects going on, and if there are several interested developers who vets them. Fifrick stated that it is preferable to keep

things in the pipeline to keep development moving. As to vetting, that is part of the process of ranking the companies we choose, and then it goes to this committee, possibly finance, and then council to vote on. Alder Henke asked if this would replace the current RFP process. Fifrlick said this is a trial and would like a hybrid version to help developers. There is a development familiarization tour coming this June and the city would like this property presented to them.

*Henke motioned to approve this RFI, seconded by Kilian. **Motion carried 5-0.***

Agenda Item 8 – Discussion and possible action on sale of the southerly ½ of the Franklin Street right-of-way vacated by the City of Wausau Resolution Document No. 718987 to YMCA (Fifrlick)

This would be to allow the YMCA to build a skywalk from the parking lot west of 3rd Street to the front door of the landing. Alder Kilian asked why the YMCA would need the additional land. Tom Radenz from REI explained that the YMCA is trying to have a dedicated entrance for The Landing, and they want to hang a skywalk from the east side of the building, across the original north building and over the street to the parking lot. Alder Kilian asked if any of the proposed angle parking abutted private property, but Radenz stated that it only abutted YMCA land, or Yawkey Park land. Alder Gisselman asked if this would remove any of the green space of Yawkey Park. Fifrlick stated that some of the green space would be affected, but not any that is actually park, just the part that was originally street.

*Tierney motioned to approve the sale for \$32,000, seconded by Kilian. **Motion carried 5-0.***

Agenda Item 9 – Discussion and Possible Action on North Riverfront Plan RFP. (Lenz)

This is for the property from Bridge Street to the north of Winston Street, on the east side of the river. Would like to get this out and have the response date to be the end of June. Alder Kilian asked at what point public input would be solicited. Lynch stated that would be the responsibility of the firm doing the study. Alder Kilian asked if the Wausau Chemical was still a superfund site. Fifrlick stated that it is, and that remediation would take approximately 8-10 years. Alder Kilian then asked why we are starting planning now. Lynch stated that there are two parcels that are available to develop now. The plan would not only help to determine what should go there, but also what would also not be appropriate. Alder Kilian then asked what lower intensity residential would be. Lynch suggested that it would be something less than the Riverlife building and more than single family homes. Alder Kilian asked why we wouldn't just have the consultant plan for the northern two parcels. Fifrlick explained that the Riverlife area is the full area north to south and the plan is to have it all work together. Therefore, the planning needs to include all of the area, even if it ends up that a portion of it needs to be green space. The infrastructure needs to be cohesive. Alder Tierney asked why we would do a plan now that we would have to redo when we get 8 years down the road. Fifrlick explained that some of the pieces can be done much sooner, and this is just a general overview of what would go there. Alder Tierney suggested that the public input should come before we pay for a consultant to make a plan, but it was explained that input would be part of the process that will happen before decisions are made. Brad Lenz, City Planner, said that there was a long-range plan for what is now Riverlife, south of Bridge Street. This plan is to give a high-level overview, to help have a cohesive and cost-effective infrastructure. Alder Henke verified that this is just an RFP to get firms interested in. It doesn't bind us to hire someone.

*Henke motioned to move forward with the RFP, seconded by Kilian. **Motion failed 2-2.** It was decided to send it on to the council for consideration.*

Agenda Item 10 – Joint Meeting Date with Finance Committee on May 14, 2024.

There will be a joint meeting with the finance committee on May 14, 2024, time to be determined.

Adjourn

*Henke motioned to adjourn, seconded by Kilian. **Motion carried 4-0.***

Meeting Adjourned at 6:25 PM

CITY OF WAUSAU, YouTube MEETING LINKS

ALL City of Wausau Meetings can be viewed at:

- <https://www.youtube.com/@CityofWausauMeetings>

The ED meeting from 05/07/24 can be viewed at:

- <https://www.youtube.com/watch?v=k7z5Yhv-n54>

To: Economic Development Committee
From: Randy Fifrick, Economic Development Manager
Date: June 4, 2024
Re: Sale of 1717 Arlington Lane



The Ghidorzi team has approached the City of Wausau to purchase the City-owned property located at 1717 Arlington Lane. The property is currently land locked surrounded by other properties owned by the Ghidorzi team.

City Assessor Rick Rubow provided an estimated assessment value for the property of \$182,000, and the Ghidorzi team is prepared to purchase the property at that established price. The purchase of this parcel will allow them to continue their vision, making way for larger scale planning and development in this area.

City Staff has reviewed the request and feels it's appropriate to move forward with the sale. Please see the attached information and request provided by Tom Radenz with REI.

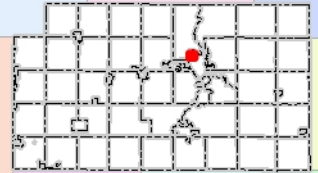
Staff recommend approval of the sale of the property at 1717 Arlington Lane at a price of \$182,000.



Land Information Mapping System

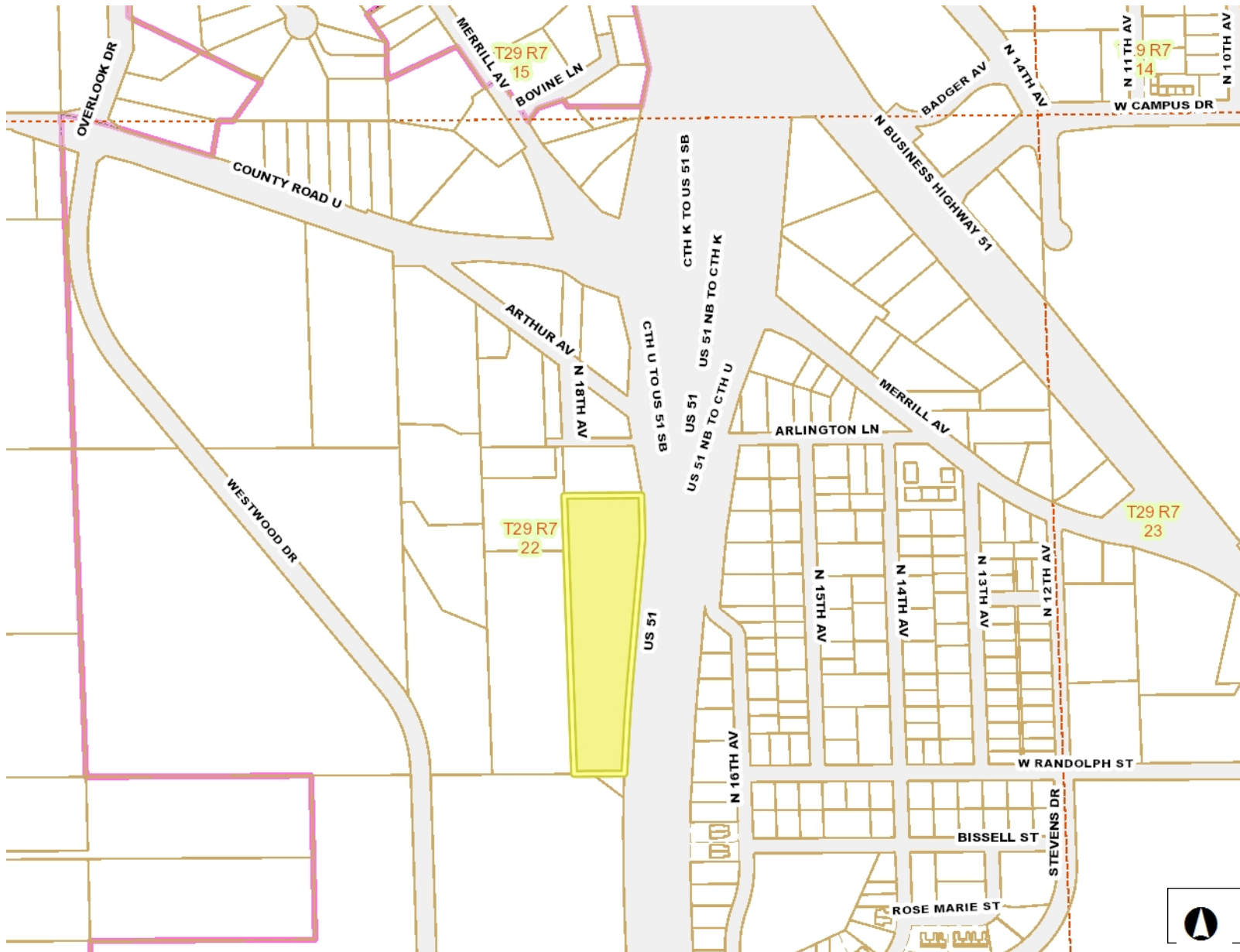
TAYLOR

LINCOLN



WOOD

PORTAGE



Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities



299.46 0 299.46 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

May 23, 2024

City of Wausau
Attn: Randy Fifrick
Economic Development Manager
407 Grant Street
Wausau, WI 54403

Subject: Purchase of 1717 Arlington Lane, Wausau, Marathon County Tax Parcel #29129072210986.

Dear Randy,

The Ghidorzi team has been an active partner with the City of Wausau to foster the positive growth of our community for many years. On behalf of Ghidorzi Investment I, LLC, we request the ability to purchase the referenced parcel to continue our collective positive impacts.

The Ghidorzi team has been working on the vision for this area for numerous years through the acquisition of numerous surrounding parcels. The Ghidorzi team is prepared to purchase the property at the established price of \$182,000 by the City Assessors office. The successful purchase of this parcel will continue the vision, making way for larger scale planning and development.

Please place this matter on the June 4, 2024 Economic Development Committee agenda and the June 11, 2024 City Council agenda for review and approval. We look forward to working with the City of Wausau on this purchase.

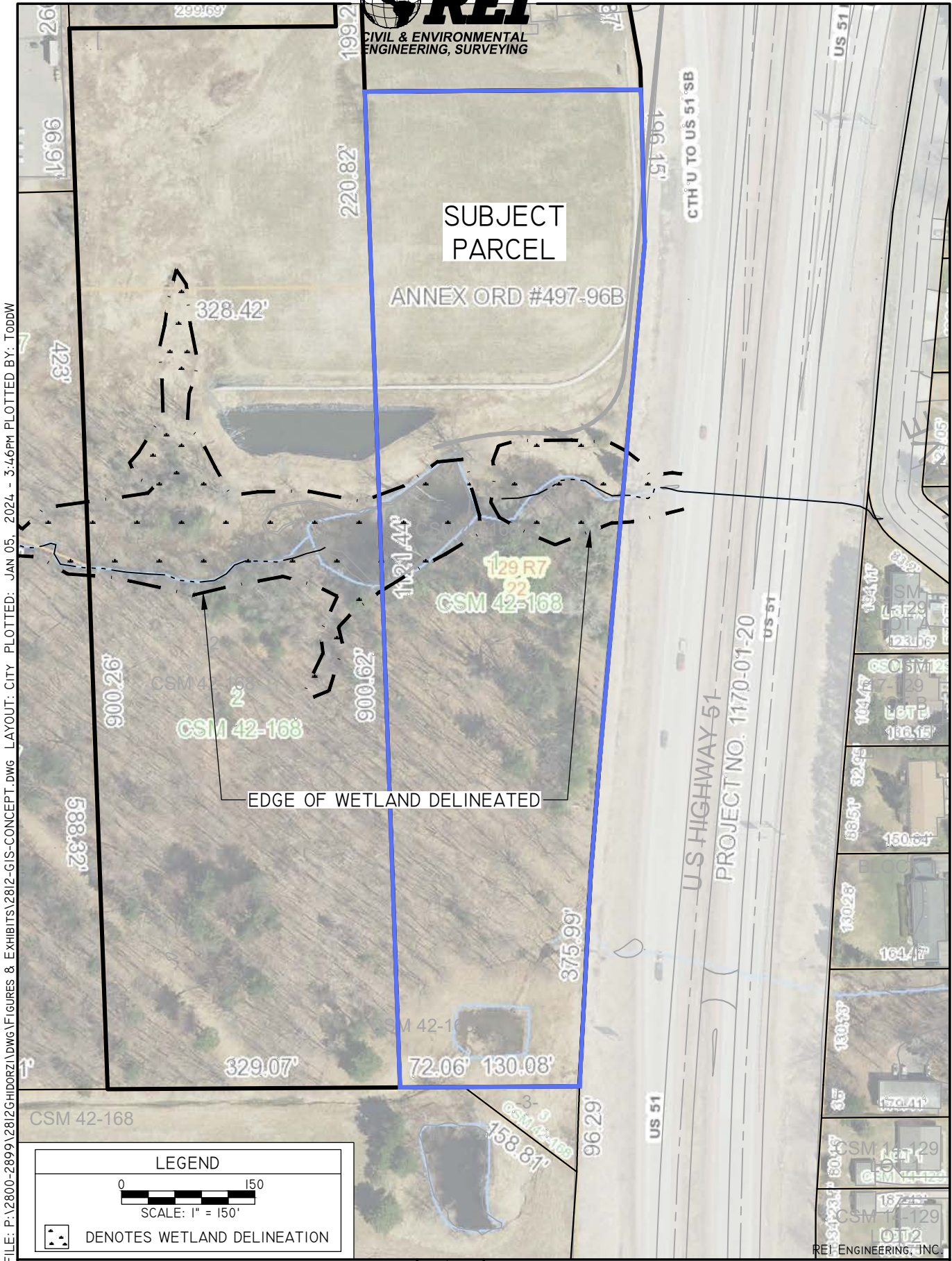
Sincerely,

Tom Radenz

Tom Radenz, PLS

cc. Chuck Ghidorzi, Ghidorzi Investment I, LLC, Suite 300, 2100 Stewart Avenue, Wausau, WI 54401

Enclosures



DRAWING FILE: P:\2800-2899\2812\GHDORZ\DWG\FIGURES & EXHIBITS\2812-GIS-CONCEPT.DWG LAYOUT: CITY PLOTTED: JAN 05, 2024 - 3:46PM PLOTTED BY: TODDW

LEGEND

0 150
 SCALE: 1" = 150'

DENOTES WETLAND DELINEATION

1421 WESTWOOD DRIVE, LLC.
 SUBJECT PARCEL
 SEC 22, T29N, R7E



FIGURE 1 : CITY OWNED LANDS		DATE:
PROJECT NO.	DRAWN BY:	1/5/2024
2812	TAW	

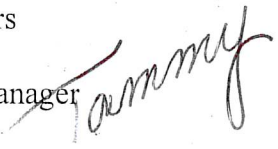


Planning, Community and Economic Development
Liz Brodek, Development Director

TEL: (715) 261-6680
FAX: (715) 261-6808

MEMO

TO: Economic Development Committee Members

FROM: Tammy Stratz, Community Development Manager 

DATE: May 30, 2024

RE: Community Development Loan, 2105 N. 2nd Street

On June 13, 2014, the City of Wausau issued a Commercial Rehabilitation loan to Thrive Properties, LLC in the amount of \$150,500.00. This loan assisted with the renovation at 2105 N. 2nd Street to turn that building into the restaurant called Thrive Foodery.

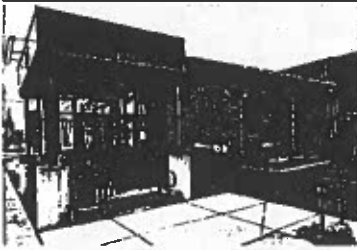
As part of the loan agreements the borrower's agreed to the following: *"A right of first refusal shall be offered to Lender for the property located at 2105 N Second Street in the City of Wausau in order to protect the City of Wausau from blight influences on the site due to Borrower's intentions to vacate said Property. Any such sale, transfer or conveyance of any portion of the Property shall not relieve Borrower of the obligation hereunder."* (Please see attached Term Loan Agreement, page 3, paragraph d.) That same document under the same paragraph states *"No portion of the Property may be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Property exempt from property taxation."* In addition, the recorded Mortgage indicated the same under paragraph 9 "Consent Required for Transfer". (See attached Mortgage.)

Staff has received notification that the current owner has an accepted offer to purchase (see attached) and is requesting the City to waive its first right of refusal and allow the sale to occur. Staff was told through the Seller's attorney that the new buyers plan to keep the property as a restaurant. Through the closing, the remaining unpaid balance of this loan will be repaid to the City's Commercial Rehabilitation Loan revolving loan fund.

If you have any questions or concerns prior to the meeting, please feel free to contact me at 715-261-6682 or tammy.stratz@ci.wausau.wi.us.

Thank you.

ALL FIELDS CUSTOMIZABLE



MLS # 22230566
Class Commercial/Industrial
Type Real Estate For Sale
Area Wausau
Asking Price \$495,000
Address 2105 N 2ND STREET
City Wausau
State WI
Zip 54403
Municipality Wausau, City of
Status Active

Sale/Rent For Sale
Present Use Restaurant/Bar
Building Sq Ft 5001-10000
Land Sq Ft 1-10000



GENERAL

Agent - Agent Name ANTHONY MORICE	Listing Office 1 - Office Name and Phone NAI PFEFFERLE - OFFICE: 715-261-2922
Agent - Phone Number Phone: 715-218-2900	Listing Office 1 - Phone Number 2 FAX: 715-261-0454
Agent - License ID 89917-94	Listing Office 1 - License ID 834960-91
Total Sq Ft 5328	EXA: Y/N N
County Marathon County	EXC: Y/N N
Tax PIN # 291-2907-252-0570	VAR: Y/N Y
Listing Date 2/10/2023	Age 59
Update Date 2/22/2024	Year Built 1965
Status Date 2/24/2023	BA % or \$? %
HotSheet Date 2/22/2024	BA: %/\$ 2.000000
Price Date 2/22/2024	SA: % or \$? %
Input Date 2/24/2023 10:57 AM	SA: %/\$ 2.000000
General Date 2/10/2023	Limited Service No
Listing Is Primary In Central	Associated Document Count 6
	VOW Include Yes
	VOW Address Yes
	VOW Comment Yes
	VOW AVM Yes
	Days On Market 444
	Cumulative DOM 444
	IDX Include No

FEATURES

CONSTRUCTION Brick	FUEL TYPE Natural Gas	LICENSES None	LEASE TYPE None
ROOF Flat	COOLING Central	SALE INCLUDES Options	ZONING Commercial
OCCUPANT Owner	LOCATION Corner	POSSIBLE USE Restaurant/Bar	BARRIER FREE Full Wheelchair Access
PARKING Paved Municipal	SEATING CAPACITY 76-100 Persons	DOCUMENTS ON FILE Other Tax Bill	BASEMENT None
HEAT TYPE Forced Air	WATER/WASTE Municipal Water		

FINANCIAL

Directions See Additional Remarks **Original Price** \$595,000

REMARKS

Remarks Popular and successful restaurant ripe for rebranding. Opportunity for new chefs or growth with additional kitchen staff to increase hours and revenue. Goodwill, recipes and kitchen equipment available for reasonable consideration to continue Thrive journey or real estate could create great environment for someones vision. Financial details available with serious inquiry and NDA. Zoning: UMU Urban Mixed Use

ADDITIONAL REMARKS

Additional Remarks Directions: Kilty corner from Woodchucks stadium on North 2nd Street.

ADDITIONAL PICTURES

SELLER DISCLOSURE REPORT - COMMERCIAL

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 2105 N 2nd Street IN THE
City (CITY) (VILLAGE) (TOWN) OF Waupau, COUNTY OF
Marathon STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT
 PROPERTY AS OF January (MONTH) 24 (DAY) 2023 (YEAR).

When listing a property Wis. Admin. Code § REEB 24.07(1)(b) requires licensees to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." This Seller Disclosure Report is a tool designed to help the licensee fulfill this license law duty.

This is not a warranty of any kind by the owner or any agents representing any party in this transaction and is not a substitute for any inspections, testing or warranties that the parties may wish to obtain. This is not a disclosure report required by Wis. Stat. Ch. 709 and the owner is voluntarily providing this information.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

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

A. OWNER'S INFORMATION

- A1. In this form, "aware" means the "owner(s)" have notice or knowledge.
- A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property.
- A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide an explanation of the reason why the response to the question is "yes" in the area provided following each group of questions.
- A5. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B2. Are you aware of defects in the electrical system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B3. Are you aware of defects in part of the plumbing system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B6. Are you aware of defects in any structure or structural components on the property (including walls)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B9. Explanation of "yes" responses <u>B7. stove and oven should be replaced</u>			

C. ENVIRONMENTAL

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of the presence of unsafe levels of mold? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, pesticides, or other potentially hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of current or previous termites, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C9. Explanation of "yes" responses _____ | | | |

D. STORAGE TANKS

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| D1. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D3. Explanation of "yes" responses _____ | | | |

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

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

F. LAND USE

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of any zoning code violations with respect to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area, or of flooding, drainage problems, standing water or other water problems affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of conservation easements on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F5. Are you aware of restrictive covenants or deed restrictions on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F7. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. Use Value. | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Is all or part of the property subject to or in violation of a farmland preservation agreement? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F11. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F13. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F14. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F15. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F16. Are you aware of one or more burial sites or archeological artifacts on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wislist.org/burial-information). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F16m. Are you aware of a written agreement affecting riparian rights related to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F16n. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?
Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132(1)(b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17. Explanation of "yes" responses _____ | | | |

G. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| G1. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G2. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G4. Are you aware of a joint well serving the property including any defect related to a joint well serving the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G5. Are you aware that a septic system or other private sanitary disposal system serves the property including defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G6. Are you aware of an "LP" tank on the property, including defects? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G10. Are you aware of leased parking? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G11. Are you aware of other defects affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G11m. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g., a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.)
Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment in Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

G12. The owner has owned the property for 8 years.

G13. Explanation of "yes" responses _____

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

OWNER'S CERTIFICATION

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

Entity Name (if any): Thrive Properties, LLC

Name & Title of Authorized Representative Signing for Entity: Theodora Ellenbecker

Authorized Signature for Entity: *Theodora Ellenbecker* Date 2/16/23

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

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

I acknowledge receipt of a copy of this statement.

Entity Name (if any): _____

Name & Title of Authorized Representative Signing for Entity: _____

Authorized Signature for Entity: _____ Date 02/16/23

Prospective buyer *Jerry May* Date 02/17/2023

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

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

RE/MAX
AMERICAN DREAM
THE REAL ESTATE
PROFESSIONALS LLC

901 North Central Avenue
Suite 3
Marshfield, WI 54449

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

FRAUD NOTICE: Please read this notice carefully as it has been costing victims hundreds of thousands of dollars. **HOW TO PROTECT YOURSELF:** The best way to isolate yourself against this fraud is not to utilize electronic means to transfer money pertaining to a real estate transaction (i.e. ETF, wire transfer, electronic check, direct deposit, etc...). If you choose to use an electronic means, protect yourself by never allowing transfer instructions to be communicated electronically or through the mail. Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions; it is imperative that this call be made to a number obtained in person from the individual or through other reliable means (i.e. not from a number provided on the wire instruction). **HOW THE FRAUD WORKS:** This fraud is sophisticated and the exact methods utilized by the thieves is unknown, but what is known is they are somehow monitoring the electronic communications related to the transaction. Cyber stalking these communications allows the thieves to pose as a legitimate Buyer, Seller, Brokerage, Title Company or financial institution. They pose as an individual involved in the transaction by using actual logos taken from local websites, they use individuals names, email addresses and signature blocks. By the time any of the individuals involved in the transactions are aware of the crime it's far too late to take corrective action. The undersigned hereby acknowledge(s) receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction they hereby hold the Brokerages, their agents and the designated title company harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions. If this notice is provided to a Buyer or Seller in conjunction with a representation agreement or an agreement for compensation with a WI licensed brokerage, it shall become a legal addendum to said agreement, supplementing the terms thereof.

Date of representation agreement

Client/Customer Initials

Date:

CONSENT FOR USE OF ELECTRONIC DOCUMENTS AND SIGNATURES IN CONSUMER REAL ESTATE TRANSACTIONS

1 If you want the option of sending and receiving real estate transaction documents by e-mail, federal law
2 requires certain safeguards to ensure that consumers like you have the capability to receive such
3 disclosures and are fully aware of the consequences of agreeing to receive documents electronically.
4 Federal law requires your consent to use e-mail and electronic versions of information, disclosures,
5 contracts and other documents and records ("electronic documents") that would otherwise be legally
6 effective only if provided to you in a printed/written paper document.

7 **Understanding Electronic "Lingo":** "Electronic documents" include the documents you may save on your
8 computer or attach to e-mail. They can typically be printed out, but exist independently in an electronic form
9 on your computer.

10 "Electronic signatures" are sometimes hard to conceptualize. An "electronic signature" includes any mark,
11 symbol, sound or process that is written, stamped, engraved, attached to or logically associated with an
12 electronic document and executed by a person with the intent to sign. Just like you can legally "sign" a
13 printed document by making your mark, whether that be your cursive signature in ink or an "X," so you can
14 "sign" an electronic document by making your mark, whether that be a high-tech encrypted or digital
15 signature or just typing your name in the signature line or space on an e-mail or document on the computer
16 - these are all electronic signatures. If you sign a paper document in ink and then scan the document and
17 save it on your computer, the image of the cursive signature on the stored electronic document on your
18 computer is also an electronic signature.

19 **1. Right to Receive Paper Document:** You have the right to have any document provided to you
20 electronically in paper form. If you want a paper copy of any document sent to you by e-mail, send your
21 request to the broker at the mail or e-mail address provided below. Paper copies will be provided at no
22 charge.

23 **2. Right to Withdraw Consent.** You have the right to withdraw your consent to receive electronic
24 documents by e-mail by contacting the broker by mail or e-mail at the address provided below. The legal
25 validity and enforceability of the electronic documents, signatures and deliveries used prior to withdrawal of
26 consent will not be affected.

27 **3. Changes to Your E-Mail Address.** You should keep the broker informed of any change in your
28 electronic or e-mailing address. Please contact the broker as promptly as possible by mail or e-mail at the
29 address provided below regarding any such changes.

30 **4. Minimum Hardware and Software Requirements.** The following hardware and software are required
31 to access (open and read) and retain (save) the electronic documents:

- 32 ♦ Operating Systems: Windows 98, Windows 2000, Windows XP or Windows Vista; or Macintosh OS
- 33 8.1 or higher.
- 34 ♦ Browsers: Internet Explorer 5.01 or above or equivalent
- 35 ♦ Needed Software/Electronic Document Formats: Adobe Acrobat Reader or equivalent for PDF files

36 **5. Your Ability to Access Disclosures.** By opening, completing, saving and e-mailing this consent back
37 to your broker, you acknowledge that you can access and retain electronic documents in PDF format.

38 **6. Consent to Electronic Signatures and Documents:** By completing and e-mailing this consent form to
39 the broker at the e-mail address specified below, you are providing electronic consent to the use of
40 electronic documents and electronic signatures in your real estate transaction. Specifically, you are

41 acknowledging receipt of this form and consenting to the use of electronic documents, e-mail delivery of
42 documents, and electronic signatures in any real estate transactions involving you, the broker identified
43 below and other parties. If you prefer, instead, to limit this consent to the transaction relative to a specific
44 property, provide the property address or description below.

45 Specific Property: 2405 N 2nd St Wausau
46 _____

47 **CONTACT INFORMATION:**

48 Broker Name: Sharon Helwig

49 Agent's Name (optional): Chen Barnett

50 Address: 910 N Central Ave Suite 3

51 E-mail Address: honey@chenbarnett.com

52 Party Signature (sign or type in name): Jayne Grew

53 E-mail Address: _____

HOME INSPECTIONS WHY YOU SHOULD OBTAIN ONE

As a prospective home buyer, are you sophisticated in identifying problem areas in your potential new home? Most of us are not knowledgeable in identifying potential problem areas. You are in the process of making a very large investment, maybe the largest investment you'll ever make. For just a small investment, you may save substantial money in the future. Can you afford to not have a professional home inspector survey the premises for the integrity of the internal and external components of the dwelling?

Here are a few areas that home inspectors look at:

Structural:

Many home inspection organizations have set standards on certain areas of the home that the home inspector looks at to determine the integrity of the essential internal and external structural components. Home inspectors are not structural engineers, but they can identify visual defects in these areas requiring immediate repairs.

Electrical:

Do all the outlets work? Does the house use fuses or is there a breaker box? Are there any visual signs of fraying on the wires.

Plumbing:

Are there any leaks or annoying drips? Are all the mechanical systems and fixtures working properly?

Built-In Appliances:

Are they functioning properly?

Safety Hazards:

Home inspectors are not environmental specialists, but they can identify many safety hazards or dangerous conditions.

Miscellaneous:

Other items may or may not be included in a standard home inspection. Some of these may be: Septic system, roof, drainage problems, wood decks, patios or other exterior structures. Be sure and verify which, if any, of these items are enclosed in your home inspection.

Normally Not Included:

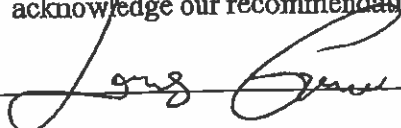
Termite, geological or land subsidence surveys and environmental or pollution inspections which should be completed separately for your own protection.

Home inspectors provide a unique customer service in identifying existing problem, should there be any, and assisting in promoting and facilitating communication with the home seller. There are many home inspection companies to choose from. A list of a few inspectors in this area is provided on the back of this sheet.

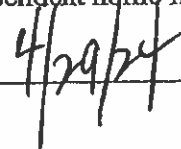
WE RECOMMEND YOU ALWAYS OBTAIN A GENERAL HOME INSPECTION AS WELL AS SURVEYS AND INSPECTIONS IN SPECIALIZED AREAS BEYOND THE SCOPE OF GENERAL HOME INSPECTION.

HOLD HARMLESS: The Buyer agrees to hold the Firm, and all its agents associated, harmless from any and all claims, arising out of or relating to the buyer's election not to have a home inspection or include an inspection contingency in the offer to determine the condition of the property. Please acknowledge our recommendation for you to obtain an independent home inspection.

Signature: _____



Date: _____



WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 29, 2024 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/ LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **[STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, Central Wisconsin Property Management LLC,

4 offers to purchase the Property known as 2105 N 2nd St Wausau

5 _____

6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-

7 642, or attach as an addendum per line 668] in the _____ City _____ of _____ Wausau _____, County

8 of _____ Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is Four Hundred Ninety-Five Thousand

10 _____ Dollars (\$495,000.00).

11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: attached kitchen

13 hood, built in refrigeration units and compressors. Bar, lights, as outlined

14 in fixtures lines 26-34

15 _____

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

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

18 or not included.

19 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at

20 lines 12-15) and the following: Personal property. Bill of sale will be provided upon agreement for

21 any items added.

22 _____

23 _____

24 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-

25 34) to be excluded by Seller or that are rented and will continue to be owned by the lessor. _____

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to

27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without

28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but

29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;

30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;

31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage

32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler

33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and

34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.

36 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

37 on or before May 1, 2024 _____ Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

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

40 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

41 copies of the Offer.

42 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term

43 deadlines running from acceptance provide adequate time for both binding acceptance and performance.

44 **[CLOSING]** This transaction is to be closed on July 1, 2024

45 _____ at the place selected by Seller,

46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state

47 holiday, the closing date shall be the next Business Day.

48 CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently

49 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real

50 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money

51 transfer instructions.

52 **[EARNEST MONEY]**

53 EARNEST MONEY of \$ _____ accompanies this Offer.

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

55 EARNEST MONEY of \$ 5,000.00 will be mailed, or commercially, electronically

56 or personally delivered within 5 days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
58 _____) **[STRIKE THOSE NOT APPLICABLE]**

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

60 CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
61 attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special
62 disbursement agreement.

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

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

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

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

88 _____ . If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **[PROPERTY CONDITION REPRESENTATIONS]** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated January 24, 2023 and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and _____

96 _____

97 _____

98 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)].**
99 CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures
100 provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has
101 never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed
102 fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have
103 rescission rights per Wis. Stat. § 709.05.

- 104 "Conditions Affecting the Property or Transaction" are defined to include:
- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
 - 106 bulges), basement or other walls.
 - 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
 - 108 fire safety, security or lighting.
 - 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
 - 110 the Property or any Defect related to a joint well serving the Property.
 - 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
 - 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
 - 113 septic system serving the Property not closed or abandoned according to applicable regulations.
 - 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
 - 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
 - 116 on the Property; LP tanks on the Property or any defects in such LP tanks.
 - 114 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: restaurant/bar

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

185 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: DATCP of Wisconsin any health and restaurant/food
193 inspections required for licensure liquor license approval or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
200 variance; other _____ for the Property for its proposed use described at lines 181-183.
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
204 providing" if neither is stricken) a _____ survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
207 (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: _____

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

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

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

227 Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity

228 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.

230 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 Rent roll.

233 Other _____

234

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

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

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~ ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

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

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

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

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
- 266 (2) curing the Defects in a good and workmanlike manner; and
- 267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

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

- 270 (1) Seller does not have a right to cure; or
- 271 (2) Seller has a right to cure but:
 - 272 (a) Seller delivers written notice that Seller will not cure; or
 - 273 (b) Seller does not timely deliver the written notice of election to cure.

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

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-642 or attach as an**
291 **addendum per line 668.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

307 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
 309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 311 an inspection of and attached equipment not limited to the compressors, walk in
 312 refrigeration units, hood.

313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
 315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
 316 independent inspector or independent qualified third party.

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

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

320 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers
 321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
 322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
 325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
 327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 329 **of the premises.**

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

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

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
 333 cure Defects;

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

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

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

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

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

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

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

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 343 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
 345 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

346 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

349 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan
 350 sources or obtaining a construction loan or land contract financing, describe at lines 620-642 or in an addendum attached

351 per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 353 lender's appraiser access to the Property.

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

357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

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

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

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

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

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

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

370 (1) signed by Buyer; or

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

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

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

377 SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.

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

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

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

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

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

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

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

396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

411 RIGHT TO CURE: Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure.

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

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

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

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

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

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

423 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

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

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

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

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

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

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

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

443 _____

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

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

453 **TITLE EVIDENCE**

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

461 _____

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

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

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

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

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

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

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

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

503 _____
504 _____ Insert additional terms, if any, at lines 620-642 or attach as an addendum per line 668.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than ____ days ("7" if left blank) before closing, estoppel
506 letters dated within ____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

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

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 620-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

567 If Buyer defaults, Seller may:

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

571 If Seller defaults, Buyer may:

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

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

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

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

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

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

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

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

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

610 COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**
621 _____
622 _____
623 _____
624 _____
625 _____
626 _____
627 _____
628 _____
629 _____
630 _____
631 _____
632 _____
633 _____
634 _____
635 _____
636 _____
637 _____
638 _____
639 _____
640 _____
641 _____
642 _____

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

647 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
648 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
649 650-665.

650 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
651 652 or 653.

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

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

654 (2) **Fax**: fax transmission of the document or written notice to the following number:
 655 Seller: () Buyer: ()
 656 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
 657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 658 address at line 661 or 662.
 659 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
 661 Address for Seller: _____
 662 Address for Buyer: _____
 663 (5) **Email**: electronically transmitting the document or written notice to the email address.
 664 Email Address for Seller: _____
 665 Email Address for Buyer: _____
 666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
 668 **ADDENDA**: The attached seller disclosure is/are made part of this Offer.
 669 This Offer was drafted by [Licensee and Firm] Cheri Barnett Re/Max American Dream the R.E. Prof LLC

670 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
 671 sent via email. Funds wired to a fraudulent account are often impossible to recover.
 672 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
 673 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
 674 communications are convincing and professional in appearance but are created to steal your
 675 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
 676 source.
 677 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
 678 calling a verified number of the entity involved in the transfer of funds. Never use contact
 679 information provided by any suspicious communication.
 680 Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or
 681 verification of any wiring or money transfer instructions.

682 Buyer Entity Name (if any): Central Wisconsin Property Management

683 (x) [Signature] HAAS 04/29/2024
 684 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

685 (x) _____
 686 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
 687

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

692 Seller Entity Name (if any): THRIVE PROPERTIES LLC

693 (x) [Signature] DAVID LORIO 4/30/24
 694 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

695 (x) [Signature] THEODORA GLENBECKER 4/30/24
 696 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

697 This Offer was presented to Seller by [Licensee and Firm] Anthony P. Morice Jr of NAI Pfefferle
 698 delivered via email on 4/29/2024 at 9.20 am/p.m.

699 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-36 BUYER AGENCY AGREEMENT

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS BUYER'S AGENT:** Buyer gives the Firm and its agents the exclusive right to act
2 as Buyer's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an Interest in Property for Buyer,
3 except as excluded under lines 14-29. Buyer agrees that during the term of this Agreement, Buyer will not enter into any
4 other agreements to retain any other buyer's agent(s), except for the excluded properties described in lines 14-29.

5 **If Buyer has contact, or has had previous contact with an owner, a firm or its agents in locating**
6 **and/or negotiating the acquisition of an interest in Property and Buyer's contact with those parties**
7 **results in the Firm not collecting full compensation under this Agreement from the owner or the**
8 **owner's agent, Buyer shall be responsible to pay any uncollected amount.**

9 ■ **PURCHASE PRICE RANGE:** TBD

10 The purchase price range provides initial search parameters, but the Firm's authority under this Agreement extends to
11 all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 14-17
12 and applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 18-26 and under Limited
13 Exclusion Properties on lines 27-29, after the applicable time for the exclusion has ended.

14 ■ **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including
15 geographic limitations or limitations on types of properties included under this Agreement, by excluding the following
16 from this Agreement: _____
17 _____

18 ■ **EXCLUDED PROPERTIES SUBJECT TO A PRIOR AGREEMENT:** The following properties are subject to an
19 extension of agreement term under a prior buyer agency agreement and the exclusion period shall run until the
20 expiration of the prior firm's legal rights: _____
21 _____

22 **CAUTION:** If Buyer does not want this Agreement to apply to properties subject to a prior agency agreement,
23 Buyer should identify such properties on lines 20-21. Buyer's failure to exclude from this Agreement a property
24 protected under a prior buyer agency agreement(s) may result in Buyer owing commissions under each buyer
25 agency agreement. Buyer should consult prior firm(s) or Buyer's legal counsel regarding obligations under any
26 prior buyer agency agreement.

27 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until _____
28 [insert Date]: _____. Insert additional
29 addresses, descriptions, or date limitations, if any, at lines 264-280 or attach as an addendum per lines 281-282.

30 **COMPENSATION:** The Firm's compensation for purchase, option, exchange or an effective change in ownership or
31 control shall be: COMPLETE AS APPLICABLE

32 **COMMISSION:** Buyer and the Firm agree the Firm's commission shall be 2.0 as stated in the MLS
33 _____

34 ■ **COMMISSION EARNED:** The Firm has earned the Firm's commission if during the term of this Agreement (or any
35 extension of it), Buyer or any Person Acting on Behalf of Buyer acquires an Interest in Property or enters into an
36 enforceable written contract to acquire an Interest in Property, at any terms and price acceptable to owner and Buyer,
37 regardless of the purchase price range.

38 ■ **COMMISSION DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable at the earlier of closing or
39 the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

40 ■ **COMMISSION CALCULATION:** A percentage commission shall be calculated based on the following if earned above:
41 (i) for a purchase or option, the total consideration in the transaction, or (ii) for an exchange or an effective change in
42 ownership or control, the fair market value of the Property in the transaction.

43 ■ **OTHER COMPENSATION:** _____
44 _____

45 **[INSERT AMOUNTS AND TYPES OF FEES (E.G., RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN**
46 **DUE AND PAYABLE.)**

47 ■ **PAYMENT BY OWNER OR OWNER'S AGENT:** The Firm is hereby authorized to seek payment of commission from the
48 owner (e.g., seller) or the owner's agent (e.g., listing firm through the multiple listing service or compensation agreements)
49 provided that all parties to the transaction give prior written consent. Buyer shall pay the Firm's compensation, reduced by
50 any amounts the Firm receives from the owner or the owner's agent.

51 **There is no standard market commission rate. Commissions and types of service may vary by firm and are**
52 **negotiable based on the firm you hire.**

53 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 54 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 55 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB
 56 18. If the transaction fails to close and the earnest money is disbursed to Buyer, then upon disbursement to Buyer the earnest
 57 money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Buyer.

58 **FIRM'S DUTIES** In consideration for Buyer's agreements, the Firm and its agents agree to use professional knowledge
 59 and skills, and reasonable efforts, within the scope of Wis. Stat. Ch. 452 and in accordance with applicable law, to assist
 60 Buyer to Locate an Interest in Property and Negotiate the Acquisition of an Interest in Property, as applicable.

61 **COOPERATION** Buyer agrees to cooperate with the Firm and its agents and to provide them accurate copies of all
 62 relevant records, documents and other materials in Buyer's possession or control which are required in connection with the
 63 purchase, option, or exchange of Property. Buyer agrees to be reasonably available for showings of properties. Buyer
 64 authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's responsibilities under this
 65 Agreement including retaining subagents. Buyer shall promptly notify the Firm in writing of the description of any Property
 66 Buyer locates and shall inform other firms, agents, sellers, property owners, etc., with whom Buyer comes into contact that
 67 the Firm represents Buyer as Buyer's Agent for the purpose of acquiring an Interest in Property and refer all such persons to
 68 the Firm. Buyer shall also notify the Firm of the identity of all persons making inquiries concerning Buyer's objectives stated
 69 in this Agreement.

70 **DISCLOSURE TO CLIENTS**

71 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 72 certain duties to all parties to a transaction:

- 73 (a) The duty to provide brokerage services to you fairly and honestly.
- 74 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 75 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 76 unless disclosure of the information is prohibited by law.
- 77 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 78 information is prohibited by law. (See lines 193-196.)
- 79 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 80 confidential information or the confidential information of other parties. (See lines 137-156.)
- 81 (f) The duty to safeguard trust funds and other property, the firm or its agents holds.
- 82 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 83 advantages and disadvantages of the proposals.

84 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**

85 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 86 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 87 your transaction, unless you release the firm from this duty.
- 88 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 89 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 90 that are within the scope of the agency agreement.
- 91 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 92 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 93 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 94 advice is contrary to your interests.

95 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 96 relationship"), different duties may apply.

97 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

98 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 99 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 100 through designated agency, which is one type of multiple representation relationship.

101 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 102 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 103 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 104 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 105 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 106 any of your confidential information to another party unless required to do so by law.

107 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize
108 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
109 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
110 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
111 agent may represent more than one client in a transaction.

112 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
113 services to more than one client in the transaction.

114 **CHECK ONLY ONE OF THE THREE BELOW:**

115 The same firm may represent me and the other party as long as the same agent is not
116 representing us both. (multiple representation relationship with designated agency)

117 The same firm may represent me and the other party, but the firm must remain neutral
118 regardless if one or more different agents are involved. (multiple representation relationship
119 without designated agency)

120 The same firm cannot represent both me and the other party in the same transaction. (I reject
121 multiple representation relationships)

122 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
123 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
124 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
125 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
126 **you should ask your firm before signing the agency agreement.**

127 **SUBAGENCY**

128 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
129 providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own
130 interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties
131 if doing so is contrary to your interests.

132 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
133 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
134 **advisor, or home inspector.**

135 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
136 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

137 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
138 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
139 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose
140 particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no
141 longer providing brokerage services to you.

142 The following information is required to be disclosed by law:

- 143 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 193-196).
- 144 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
145 the property or real estate that is the subject of the transaction.

146 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
147 information below (see lines 149-151). At a later time, you may also provide the Firm with other information you consider
148 to be confidential.

149 **CONFIDENTIAL INFORMATION:** _____
150 _____
151 _____

152 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Buyer's identity and financial
153 qualification information to an owner, owner's agents and other third parties without prior consent from Buyer, unless
154 otherwise provided on lines 149-151. The Firm and its agents may also disclose the following: _____
155 _____

156 **NON-EXCLUSIVE RELATIONSHIP** Buyer acknowledges and agrees that the Firm and its agents may act for other buyers
157 in connection with the location of properties and may negotiate on behalf of such buyers with the owner or owner's agent. In
158 the event that the Firm or its agents undertake to represent and act for other buyers, the Firm and its agents shall not disclose
159 to Buyer, or any other buyer, any confidential information of any buyer, unless required by law.
160

161 **NON DISCRIMINATION** Buyer and the Firm and its agents agree that they will not discriminate based on race,
 162 color, sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national
 163 origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic
 164 abuse, sexual assault, or stalking, or in any other unlawful manner.

165 **DISPUTE RESOLUTION** The parties understand that if there is a dispute about this Agreement or an alleged breach,
 166 and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution
 167 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.
 168 Should the Parties desire to submit any potential dispute to alternative dispute resolution it is recommended that the
 169 Parties add such in Additional Provisions or in an Addendum.

170 **NOTE:** Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this
 171 Agreement.

172 **PROPERTY DIMENSIONS** Buyer acknowledges that real property dimensions, total square footage and total acreage
 173 information provided to Buyer may be approximate due to rounding and may vary due to different formulas which can be
 174 used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.
 175 **CAUTION:** Buyer should verify any property dimension or total square footage/acreage calculation which is
 176 material to Buyer.

177 **DEFINITIONS** As used in this Agreement, the following definitions apply:

178 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

179 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 180 1) Significantly and adversely affecting the value of the Property;
- 181 2) Significantly reducing the structural integrity of improvements to real estate; or
- 182 3) Presenting a significant health risk to occupants of the Property.

183 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 184 under a contract or agreement made concerning the transaction.

185 ■ **BUYER:** "Buyer" means the party executing this Agreement.

186 ■ **DEADLINES-DAYS:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated
 187 by excluding the day the event occurred and by counting subsequent calendar days.

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

189 ■ **INTEREST IN PROPERTY:** "Interest in Property" means a purchase, option, exchange or other acquisition interest in
 190 Property unless specifically excluded at lines 14-29 or in additional provisions (lines 264-280) or elsewhere in this Agreement.

191 ■ **LOCATE AN INTEREST IN PROPERTY:** "Locate an Interest in Property" means to identify, evaluate, and determine
 192 the availability of an Interest in Property sought by Buyer with the cooperation of Buyer.

193 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 194 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
 195 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
 196 or would affect the party's decision about the terms of such a contract or agreement.

197 ■ **NEGOTIATE THE ACQUISITION OF AN INTEREST IN PROPERTY:** "Negotiate the Acquisition of an Interest in
 198 Property" means to assist a Buyer, within the scope of this Agreement, to ascertain terms and conditions upon which an
 199 Interest in Property may be acquired, which may include facilitating or participating in the discussions of the terms of a
 200 potential contract, completing appropriate contractual forms, presenting either party's contractual proposal with an
 201 explanation of the proposal's advantages and disadvantages, or otherwise assisting Buyer in reaching an agreement to
 202 acquire the Interest in Property sought by Buyer.

203 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" means any person joined in Interest
 204 with Buyer, or otherwise acting on behalf of Buyer, including but not limited to Buyer's immediate family, agents,
 205 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all
 206 corporations, partnerships, limited liability companies, trusts or other entities controlled by, affiliated with or owned by Buyer
 207 in whole or in part whether created before or after expiration of this Agreement.

208 ■ **PROPERTY:** "Property" means real property located within the state of Wisconsin.

209 ■ **PROTECTED PROPERTY:** "Protected Property" means any Property that during the term of this Agreement is:

- 210 1) The subject of a written proposal by Buyer, or Person Acting on Behalf of Buyer, submitted to the Property owner
 211 or owner's agent;
- 212 2) Viewed by Buyer, or Person Acting on Behalf of Buyer, with the owner or owner's agent, or directly negotiated for
 213 by Buyer, or Person Acting on Behalf of Buyer. Direct negotiation means communicating with the owner or
 214 owner's agent regarding any potential terms on which Buyer might acquire an Interest in Property; or
- 215 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 216 Property to Buyer, in writing, no later than three days after the earlier of expiration or termination (lines 226-234) of
 217 this Agreement. No written notice shall be required if the Buyer viewed the Property with the Firm or its agents.

218 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
219 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real
220 estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all real estate except (a) real
221 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
222 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

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

226 **TERMINATION OF AGREEMENT** Neither Buyer nor the Firm has the legal right to unilaterally terminate this Agreement
227 absent a material breach of contract by the other party. Buyer understands that the parties to this Agreement are Buyer and
228 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
229 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.
230 Buyer and the Firm agree that any termination of this Agreement by either party before the date stated on line 284 shall
231 be effective by Buyer only if stated in writing and delivered to the Firm in accordance with lines 241-263 and effective by
232 the Firm only if stated in writing by the supervising broker and delivered to Buyer in accordance with lines 241-263.

233 **CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to
234 potentially be liable for damages.**

235 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
236 Property under this Agreement. Upon receipt of written request from Buyer or a firm that has a new buyer agency
237 agreement with Buyer, the Firm agrees to promptly deliver to Buyer a written list of those Protected Properties known by
238 the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Buyer prior to the
239 expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same
240 terms, for one year after the Agreement is terminated (lines 226-234).

241 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
242 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
243 lines 244-263.

244 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
245 named at line 246 or 247.

246 Buyer's recipient for delivery (optional): _____
247 Firm's recipient for delivery (optional): _____

248 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
249 Buyer: (_____) _____ Firm: (_____) _____

250 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
251 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 246 or
252 247, for delivery to the party's delivery address at line 256 or 257.

253 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
254 party, or to the party's recipient for delivery if named at line 246 or 247, for delivery to the party's delivery address at line
255 256 or 257.

256 Delivery address for Buyer: _____

257 Delivery address for Firm: _____

258 (5) **Email:** electronically transmitting the document or written notice to the party's email address, if given below at
259 line 262 or 263. If this is a consumer transaction where the property being purchased or the sale proceeds are used
260 primarily for personal, family or household purposes, each consumer providing an email address below has first
261 consented electronically as required by federal law.

262 Email address for Buyer: yangliu25.yl@gmail.com

263 Email address for Firm: heroes@cheribarnett.com

264 **ADDITIONAL PROVISIONS** _____
265 _____
266 _____
267 _____
268 _____
269 _____
270 _____
271 _____
272 _____
273 _____

274 _____
275 _____
276 _____
277 _____
278 _____
279 _____
280 _____

281 **ADDENDA** The attached _____
282 _____ is/are made a part of this Agreement.

283 **TERM OF THE AGREEMENT** From the 29th day of April, 2024
284 up to and including midnight of the 29th day of June, 2024
285 Notwithstanding lines 283-284, the Firm and Buyer agree that this Agreement (shall)(shall not) **STRIKE ONE** ("shall" if
286 neither is stricken) end when Buyer acquires an Interest in Property.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

299 ■ BY SIGNING BELOW, BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ
300 ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THIS
301 AGREEMENT.

302 (x) [Signature] HGT 04/29/2024
303 Buyer's Signature ▲ Print Name ► Date ▲

304 (x) _____
305 Buyer's Signature ▲ Print Name ► Date ▲

306 (x) _____
307 Buyer's Signature ▲ Print Name ► Date ▲

308 (x) _____
309 Buyer's Signature ▲ Print Name ► Date ▲

310 _____
311 Buyer Entity Name (if any) ▲

312 (x) _____
313 Authorized Signature ▲ Date ▲

314 Print Name & Title ►

315 _____
316 Firm Name ▲

317 (x) _____
318 Agent's Signature ▲ Print Name ► Date ▲

TERM LOAN AGREEMENT

THIS AGREEMENT made as of the 13th day of June, 2014, by and between THRIVE PROPERTIES, LLC, with its place of business located at 2105 N. Second Street, Wausau, WI 54403 ("Borrower"), and the CITY OF WAUSAU, a municipal corporation with its principal place of business located at 407 Grant Street, Wausau, Wisconsin 54403 (the "Lender").

WITNESSETH:

WHEREAS, Thrive Foodery, LLC ("Foodery") operates a restaurant at 2105 N. 2nd Street, City of Wausau (the "Business"); and

WHEREAS, Borrower has requested Lender to loan One Hundred Fifty Thousand Five Hundred Dollars (\$150,500.00) to finance renovations and improvements made to the real estate in which the Business operates; and

WHEREAS, Lender is willing and prepared to extend such a term loan to Borrower upon the following terms and conditions and as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM LOAN. Subject to and upon the terms, covenants and conditions hereinafter set forth, Lender hereby agrees to make a loan to Borrower in the amount of One Hundred Fifty Thousand Five Hundred Dollars (\$150,500.00) (the "Loan") for the purpose of financing renovations and improvements to the real estate located at 2105 N. 2nd Street, City of Wausau ("Property"). Borrower shall repay the Loan under this Section 1 from the date hereof to and including the Expiration Date which shall be the first to occur of an Event of Default or seven (7) years from the date hereof.

2. PROMISSORY NOTE. The obligation of Borrower to repay the Loan made pursuant to Section 1 hereof shall be evidenced by that certain Note of even date herewith executed by Borrower in the original principal amount of One Hundred Fifty Thousand Five Hundred Dollars (\$150,500.00) and payable to the order of Lender (the "Note"), a copy of which is attached as Exhibit A. Reference is hereby made to the Note for the terms thereof relating to maturity, repayment schedule, and other matters governing the repayment of the loans made hereunder.

3. COLLATERAL. As a condition precedent for the Lender to make the Loan, the following agreements and documents shall have been executed and delivered to Lender by the party indicated:

a. General Business Security Agreements. Borrower and Foodery shall have executed or cause to be executed and delivered to Lender, General Business Security Agreements (collectively, the "Security Agreement"), granting Lender a security interest in the collateral as defined therein (the "Collateral"), to secure repayment of the Note and any and all other liabilities and indebtedness of Borrower to Lender (the Note and such other liabilities and indebtedness hereinafter collectively referred to as "Borrower's Obligations").

b. Mortgage. Borrower shall execute and deliver to Lender a Mortgage on the Property, granting Lender a lien on said Property (the "Mortgage"), to further secure repayment of the Note. The security interest granted to Lender by Borrower pursuant to the Mortgage constitutes a valid and perfected first priority lien in and to the Property.

c. Guaranties. Timothy M. Hinner and Elizabeth M. Hinner, jointly, David J. Lorio and Foodery (jointly, "Guarantors") will personally and unconditionally guarantee the Loan.

d. Insurance. Borrower shall provide evidence of insurance covering the collateral satisfactory to Lender showing that Lender is an additional insured and loss payee to the extent of its interest.

e. Financing Statement. Lender shall file with the Department of Financial Institutions for the State of Wisconsin UCC Financing Statements (or equivalent documents) naming Lender as secured party and describing the Collateral as the property covered thereby, including continuation statements (collectively, the "Financing Statements"), together with any and all other appropriate documents and instruments as Lender may request in order to perfect the security interest granted to it in and to the Collateral pursuant to the Security Agreement.

f. Assignment of Leases and Rents. Borrower shall execute an Assignment of Leases and Rents for Collateral Purposes in favor of Lender.

For the purposes of this Agreement, this Agreement, the Security Agreement, the Mortgage, the Guaranties, the Financing Statements and all the supporting documents referred to above are referred to as the "Borrower's Documents" or the "Loan Documents."

4. COVENANTS OF BORROWER. On and after the date hereof and until the payment in full of the Note and all of the other Borrower's Obligations, and the performance of all other obligations of Borrower hereunder, Borrower agrees that, unless Lender shall otherwise consent in writing:

a. Compliance With Laws. Borrower shall comply with the requirements of all applicable state and federal laws, and of all rules, regulations and orders of any governmental or other authority or agency, a breach of which would materially and adversely affect the business or credit of Borrower, except where contested in good faith and by proper proceedings.

b. Other Indebtedness. Except in the ordinary course of business, Borrower shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Borrower: (i) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (ii) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (iii) evidenced by notes, bonds, debentures or similar obligations; (iv) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and

other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (v) secured by any security interest or lien on assets of Foodery or Guarantors, whether or not the obligations secured have been assumed by Foodery and/or Guarantors.

c. Books and Records. Borrower shall at all times keep proper books of record and accounts for the Business, and, upon request of Lender, Borrower shall provide any duly authorized representative of Lender access during normal business hours, and permit such representative, to examine, copy or make extracts from, any and all books, records and documents in Borrower's possession or control relating to Borrower's affairs at the Business; provided, however, that Lender shall treat all such books and records as confidential and shall only be permitted to disclose the information contained therein to its legal counsel, its independent public accountants, or in connection with any action to collect any of Borrower's Obligations or to enforce this Agreement or the documents related hereto, or as otherwise permitted or required by law.

d. Sale or Lease of Assets. No portion of the Property may be sold, transferred or otherwise conveyed unless Borrower first provides to Lender written notice of intent to transfer the property at least thirty (30) days before the sale, transfer or conveyance is to occur and Lender has approved such sale or disposition in writing. No portion of the Property may be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Property exempt from property taxation. A right of first refusal shall be offered to Lender for the property located at 2105 N. Second Street in the City of Wausau in order to protect the City of Wausau from blight influences on the site due to Borrower's intentions to vacate said Property. Any such sale, transfer or conveyance of any portion of the Property shall not relieve Borrower of the obligation hereunder.

e. Use of Loan Proceeds. Borrower shall utilize the Loan Amount solely and exclusively for the renovation of the Property.

f. Access. Borrower shall grant to Lender's agents access to Borrower's premises at any reasonable time in order to inspect the Collateral and Borrower's property and business.

g. Compliance With Applicable Law. Borrower is in compliance with and shall continue to comply with all federal and state laws necessary for receipt of the Loan and, including without limitation:

i. Title VI of the Civil Rights Act of 1964 which provides that no persons in the United States shall on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

ii. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under, any program or

activity funded in whole or in part with community development funds made available pursuant to the Act.

iii. Section 3 of the Housing and Urban Development Act of 1968 which provides to the extent feasible, opportunities for training and employment shall be given to lower income residents of the project area.

iv. Fair Labor Standards Provisions which govern responsibilities for workers employed in connection with federally-assisted construction (and in some instances equipment related) projects.

h. Early Termination of Loan. Borrower shall repay the Loan upon any closing of the business of Borrower, refinancing, sale in whole or in part or other disposition of any portion of the Collateral, without Lender's prior written approval, including foreclosure.

i. Condition of Collateral. Borrower shall maintain the Property and Collateral in good order and repair and in compliance with applicable state, local and federal laws relating thereto and indemnify Lender against any claims arising from or relating to the environmental condition of the Collateral, including any claims under any pollution, toxic waste, dumping or environmental law.

j. Certificate of Compliance. Borrower shall furnish to Lender upon request, certified evidence satisfactory to Lender in all respects of the expenses incurred for acquisition and renovation of the Property.

k. Good Standing; Authority. Borrower is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. The execution, delivery, and performance of Borrower's obligations pursuant to this Agreement and any other Agreement required by Lender will not violate or conflict with Borrower's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Borrower is bound and have been duly authorized by all necessary corporate action and will constitute valid and binding obligations of Borrower in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity and other similar laws of general application affecting the enforceability of creditors' rights generally.

l. Loan Compliance. Borrower is in compliance with and shall continue to comply with any obligations with governmental bodies which Lender is bound by, subject to or which Lender has agreed to require Borrower's compliance with as a condition for providing or continuing financing to Borrower.

5. EVENTS OF DEFAULT; REMEDIES. Any one or more of the following events shall constitute an Event of Default (the term "Borrower" as used in this paragraph shall mean Borrower, Foodery, Guarantors, or any combination of the foregoing):

a. Failure to Make Payments. Borrower shall fail to pay, when due, any amounts required to be paid under the Loan Documents or any other indebtedness of Borrower to Lender including those which now or hereafter arise relating to the Business.

b. Failure to Observe or Perform Covenants. Borrower shall fail to observe or perform any of its covenants, conditions or agreements to be observed or performed by it under this Agreement or any of the documents related hereto or under any other agreement or contract by and between Borrower.

c. Bankruptcy, etc. Borrower shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future state or federal bankruptcy act or under any similar federal or state law, or shall be adjudicated as bankrupt or insolvent, or shall make a general assignment for the benefit of creditors, or shall be unable to pay debts generally as they become due; or if a petition or answer proposing the adjudication of Borrower as a bankrupt or reorganization under any present or future state or federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or if a receiver, trustee or liquidator of Borrower, or of all or substantially all of the assets of Borrower, shall be appointed in any proceeding brought against Borrower and shall not be discharged within sixty (60) days of each appointment; or if Borrower shall consent to or acquiesce in such appointment; or if any property of Borrower shall be levied upon or attached in any proceeding.

d. Failure to Pay Judgments. Final judgment(s) for the payment of money shall be rendered against Borrower and shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed.

e. Insolvency. Borrower shall be or become insolvent (whether in the equity or bankruptcy sense).

f. Untrue or Misleading Statements. No statement of fact by Borrower contained in this Agreement and no statement of fact furnished by Borrower to Lender pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

g. Liquidation, Termination, etc. of Business Operations or Sale of Assets. Borrower or Foodery shall liquidate, wind up, dissolve, merge, terminate or suspend business operations, or sell all or substantially all assets without the prior written consent of Lender.

h. Failure to Pay Taxes. Borrower or Foodery shall fail to pay, withhold, collect or remit any tax or tax deficiency when assessed or due which failures in total exceeds One Thousand Dollars (\$1,000.00) at any one time (other than any tax or tax deficiency which is being contested in good faith and by proper proceedings and for which adequate reserves therefor shall have set aside on its books (the adequacy of such reserves being determined in accordance with generally accepted accounting principles)) or notice of any state or federal tax lien shall be filed or issued.

i. Garnishment or Attachments. Any property of Borrower shall be garnished or attached in any proceedings and such garnishment or attachment shall remain undischarged for a period of ninety (90) days during which execution has not effectively been stayed.

j. Failure to Subordinate. Borrower shall pay the principal and/or the interest on any loan to a Member or Guarantor at any time any portion of this Loan is outstanding.

Upon the occurrence of an Event of Default and at any time thereafter, any one or more of the following remedial steps may be taken by Lender:

x. Acceleration of Note. Lender may, without notice, declare all or part of the principal balance of the Note plus accrued interest thereon to be immediately due and payable, whereupon the same shall become immediately due and payable by Borrower;

y. Collection Actions. Lender may take whatever action at law or in equity as may appear necessary or appropriate to collect the amounts when due and thereafter to become due under the Note, this Agreement and the documents related hereto; and

z. Enforcement Actions. Lender may take whatever action in law or in equity as may appear necessary or appropriate to collect any other amounts then due and thereafter to become due under this Agreement and the documents related hereto and to enforce performance and observance of any obligation, agreement or covenant of Borrower thereunder.

9. TERMINATION. Upon the occurrence of an Event of Default, this Agreement shall terminate without further notice to Borrower or any Guarantor.

10. NOTICES. All notices, consents, requests, demands and other communications hereunder shall be given to or made upon the respective parties hereto at their respective addresses specified below or, as to any party, at such other address as may be designated in a written notice to all of the other parties hereto. All notices, requests, consents and demands hereunder shall be effective when personally delivered or duly deposited in the United States mail, certified or registered, postage prepaid, or delivered to a commercial courier delivery company, fees prepaid, addressed aforesaid.

If to Lender: City of Wausau
 407 Grant Street
 Wausau, WI 54403
 ATTN: Toni Rayala, Clerk

With a copy to: City of Wausau
 407 Grant Street
 Wausau, WI 54403
 ATTN: Director Community Development

If to Borrower: Thrive Properties, LLC
2105 N. Second Street
Wausau, WI 54403
ATTN: Elizabeth M. Hinner or David J. Lorio

11. MISCELLANEOUS.

a. Waivers, etc. No failure on the part of Lender to exercise, and no delay in exercising, any right or remedy hereunder or under applicable law or any document or agreement related hereto shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

b. Expenses. Borrower shall reimburse Lender for any and all costs and expenses, including, without limitation, reasonable attorneys' fees, paid or incurred by Lender in connection with the enforcement by Lender during the term hereof or thereafter of any of the rights or remedies of the Bank under any of the foregoing documents, instruments or agreements or under applicable law, whether or not suit is filed with respect thereto and whether or not such costs are paid or incurred, or to be paid or incurred, prior to or after entry of judgment, including collection fees and expenses as provided in the Note. The foregoing all shall be secured by the Collateral.

c. Amendments, etc. Borrower's Documents may not be amended or modified, nor may any of their terms (including, without limitation, terms affecting the maturity of or rate of interest on the Note) be modified or waived, except by written consent instruments signed by Lender and Borrower.

d. Successors. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns; provided, however, that Borrower may not transfer or assign its rights to borrow hereunder without the prior written consent of Lender.

e. Counterparts. This Agreement may be executed by facsimile signature or otherwise, in any number of counterparts, each counterpart shall constitute an original agreement, and all counterparts when taken together, shall constitute a single agreement.

f. Governing Law. The Loan Documents and all other agreements related hereto shall be construed in accordance with and governed by the laws of the State of Wisconsin.

g. Headings and Use of Language. The descriptive headings for the several sections of this Agreement are inserted for convenience only and shall not define or limit any of the terms or provisions hereof. Words of any gender used in this Agreement shall be held and construed to include the plural and words in the plural shall be held to include the singular, unless the context otherwise requires.

h. Term. Unless sooner terminated by either party pursuant to the provisions hereof, the original term of this Agreement shall commence as of the date hereof and continue thereafter for a period of seven (7) years. Lender shall not be obligated to extend the term hereof pursuant to this subsection under any circumstances or conditions whatsoever, and Borrower hereby acknowledges that Lender has not agreed, warranted or represented in any manner whatsoever that it would extend the term.

i. Expenses of Loan Documents. Borrower shall reimburse Lender for Lender's loan closing expenses, including attorneys' fees. Said expenses shall be deducted from proceeds of the Loan at the option of Lender.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

THRIVE PROPERTIES, LLC

By: Elizabeth Hinner
Elizabeth M. Hinner, Manager

By: [Signature]
David J. Lorio, Manager

CITY OF WAUSAU

By: James E. Tipple
James Tipple, Mayor

THRIVE FOODERY, LLC

By: [Signature]
David J. Lorio, President

State Bar of Wisconsin Form 21-2003
MORTGAGE



DOC # 1675460

Document Number _____ Document Name _____

THRIVE PROPERTIES, LLC, a Wisconsin limited liability company

("Mortgagor," whether one or more) mortgages to CITY OF WAUSAU

its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ 150,500.00 evidenced by a note or notes, or other obligation ("Obligation") dated JUNE 13, 2014 executed by THRIVE PROPERTIES, LLC

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in MARATHON County, State of Wisconsin ("Property"):

SEE ATTACHED EXHIBIT A

Michael J. Sydow

Recording Area _____

Name and Return Address

ATTORNEY JOHN B. WAGMAN
MALLERY & ZIMMERMAN, SC *env*
PO BOX 479
WAUSAU, WI 54402-0479 *30.00 CAC*

291-2907-252-0570 ✓ *#2145*

Parcel Identification Number (PIN)

This IS NOT homestead property.
(~~IS~~) (is not)

This IS NOT a purchase money mortgage.
(~~IS~~) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:
NONE

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee



otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgagee and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.



10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are THRIVE PROPERTIES, LLC, 2105 N. SECOND STREET, WAUSAU, WI 54403;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are WISCONSIN ID # T059601; and

(7) the address of the secured party is 407 GRANT STREET, WAUSAU, WI 54403

13. SINGULAR; PLURAL. As used herein, the singular shall include the plural and any gender shall include all genders.



DOC# 1675460

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated JUNE 13, 2014

THRIVE PROPERTIES, LLC

_____(SEAL) Elizabeth Hinner _____(SEAL)
* ELIZABETH M. HINNER, MANAGER

_____(SEAL) [Signature] _____(SEAL)
* DAVID J. LORIO, MANAGER

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

authenticated on _____

MARATHON) ss. _____
COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on JUNE 13, 2014,
the above-named ELIZABETH M. HINNER AND DAVID J. LORIO, MANAGERS OF THRIVE PROPERTIES, LLC
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

[Signature]
* JOHN B. WAGMAN
Notary Public, State of WISCONSIN
My commission (is permanent) (~~expires~~ _____)

THIS INSTRUMENT DRAFTED BY:
ATTORNEY JOHN B. WAGMAN
PO BOX 479, WAUSAU, WI 54402-0479

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

MORTGAGE

©2003 STATE BAR OF WISCONSIN

FORM NO. 21-2003

*Type name below signatures.

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EXHIBIT A

LEGAL DESCRIPTION

LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 12179 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MARATHON COUNTY, WISCONSIN, IN VOLUME 52 OF CERTIFIED SURVEY MAPS ON PAGE 67, AS DOCUMENT NO. 1259762; BEING A PART OF LOT FIVE (5) AND ALL OF LOT SIX (6) IN BLOCK SIX (6) OF DUNBAR & BROWN'S ADDITION TO THEIR RIVERVIEW ADDITION TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN; SUBJECT TO EASEMENTS OF RECORD.



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DOC# 1675460