

REALTORS® ASSOCIATION OF NORTHEAST WISCONSIN, INC.
W6124 Aerotech Drive, Appleton 54914

RANW ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated _____ (Offer), made by the undersigned
2 Buyer with respect to the Property at _____, Wisconsin (Property).

3 PARAGRAPHS PRECEDED BY A BOX () ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM ONLY IF THE BOX
4 IS MARKED, SUCH AS WITH AN "X".

5 **WAIVER OF HOME INSPECTION CONTINGENCY**

6 Buyer acknowledges there may be benefits of a home inspection as defined in the Offer. Buyer voluntarily waives the inclusion of
7 a home inspection contingency in this Offer.

8 **INSPECTIONS, TESTS, APPRAISALS AND OPINIONS**

9 Real estate agents may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Parties and
10 are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for obtaining
11 any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event any
12 inspection or test is ordered on behalf or at the direction of a Party by a Firm in the transaction, the Parties agree to hold the Firm
13 harmless for any damages or liability resulting from the inspection or test, other than that caused by the Firm's negligence or
14 intentional wrongdoing. Buyer may receive copies of certain inspections, tests, appraisals or other reports prepared for other
15 parties and Buyer should review carefully such reports to determine the age and purpose of the reports and the standards of
16 practice followed by the individual or entity preparing the reports. **CAUTION: Buyer is aware that reports prepared for other
17 parties are for informational purposes only and Buyer may have no recourse against inspectors/testers that were not
18 hired by Buyer.**

19 **HAZARDOUS SUBSTANCES**

20 The parties are aware that public information sources indicate that certain hazardous substances, along with some building
21 materials, including but not limited to, lead, lead-based paint, arsenic, radium, solvents, pesticides, radon gas, asbestos, mold and
22 other toxic substances and chemicals within a structure, in soils, water service lines or in public and private drinking water (see:
23 <http://www.dnr.wi.gov>), can cause serious health hazards.

24 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant
25 health hazard, unless otherwise indicated in Seller's Real Estate Condition Report or other written disclosures provided to Buyer.
26 Buyer is encouraged to include inspection and testing contingencies in this Offer with respect to these substances and to consult
27 with the appropriate experts if such condition(s) are material to Buyer.

28 **TESTING**

29 Unless otherwise specified, testing including testing for Hazardous Substances, is prohibited without a testing contingency. (See
30 Testing Contingency on lines 31-50).

31 **TESTING CONTINGENCY**

32 This offer is contingent upon (**Buyer obtaining**) (**Seller providing**) **STRIKE ONE** ("Buyer obtaining" if neither is stricken) a
33 current written report from a qualified third party documenting the results of testing conducted pursuant to applicable government
34 or industry protocols and standards, and which disclose(s) no unsafe levels of [indicate substances or compounds to be tested]:
35

36 _____
37 within _____ days after acceptance, at (**Buyer's**) (**Seller's**) **STRIKE ONE** ("Buyer's" if neither is stricken) expense.

38 This Testing Contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for obtaining said report(s),
39 delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to which
40 Buyer objects (Notice of Defects). If Seller is responsible for providing the report(s) and such report(s) are not timely delivered,
41 Buyer shall have 5 days after the deadline for delivery of said report(s) to deliver a written notice of termination to Seller or this
42 contingency shall be deemed satisfied.

43 **RIGHT TO CURE:** Seller (**shall**) (**shall not**) **STRIKE ONE** have the right to cure (Seller "shall" if neither is stricken). If Seller has
44 right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days after Buyer's delivery of
45 the Notice of Defects stating Seller elects to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3)
46 delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer
47 makes timely delivery of the Notice of Defects and written inspection report(s) and; (1) Seller does not have a right to cure or (2)
48 Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure; or (b) Seller does not timely deliver the
49 written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or other conditions
50 the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

RADON TESTING CONTINGENCY

CAUTION: Only check one of the boxes at line 58 or line 74; do **NOT** select both.

This Offer is contingent upon Buyer obtaining, at Buyer's expense, a current written report of the results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable EPA and Wisconsin Department of Health Services (DHS) protocols and standards. If Buyer fails to deliver a copy of the radon test report to Seller within the timeline described below, or if the radon test report indicates the level of radon is less than 4 picoCuries per liter (pCi/L) (using the EPA Protocol Average if stated on the report), this contingency shall be deemed satisfied.

If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a written copy of a radon test report with results indicating a level of radon of 4.0 pCi/L or more, Seller will permit a radon mitigation system to be installed prior to closing, and **(Buyer) (Seller) STRIKE ONE** ("Buyer" if neither is stricken) shall select: (1) a qualified mitigation contractor to install an active radon mitigation system, consistent with EPA standards, prior to closing and provide the Parties, using the same standards as above, with a written test report showing a radon level of less than 4.0 pCi/L; and (2) the location of radon mitigation vent piping: **[Choose only 1 of the 2 indented boxes below]**

(Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) is responsible for the total cost of radon mitigation, expense not to exceed \$ _____ total.

Buyer and Seller to equally share responsibilities for the total cost of radon mitigation, not to exceed \$ _____ in total.

The Party responsible for selecting the mitigation contractor, before any work commences, shall promptly provide the other Party with a copy of a written estimate from such contractor for the total cost of the radon mitigation system installation. If the total estimate exceeds the amount specified, any party responsible for the cost of the installation may deliver a written notice to the other Party no later than 15 days prior to closing objecting to such installation. This Offer shall be terminated if the other Party within 5 days after delivery of such written notice does not agree to pay the excess cost by delivering a written notice to the objecting Party.

If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a copy of the radon report with results indicating the level of radon is 4.0 pCi/L or more, this Offer shall be null and void.
(If the boxes at lines 58 or line 74 are both checked, lines 58-73 shall prevail).

WAIVER OF RADON TESTING CONTINGENCY

Buyer acknowledges there may be benefits to testing for the presence of radon gas. Buyer voluntarily waives the inclusion of a testing contingency for radon gas on the Property.

APPRAISAL GAP

CAUTION: Buyer represents Buyer has consulted with Buyer's lender before including this provision.

If this Offer includes an Appraisal Contingency and the appraised value is less than the purchase price, the Buyer agrees to pay up to \$ _____ above the appraised value ("Appraisal Gap"). Buyer is hereby prohibited from sending a notice objecting to the appraised value unless the appraised value is lower than the purchase price minus the Appraisal Gap.

If Seller has the Right to Cure the Appraisal Contingency in the Offer, Seller may satisfy the contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report plus the Appraisal Gap. All other terms of the Appraisal Contingency remain the same.

If this Offer is subject to a Financing Commitment Contingency and the appraised value is less than the amount Buyer's lender requires to issue a loan commitment, Buyer agrees to increase its down payment up to the amount of the Appraisal Gap to satisfy lender's financing guidelines.

Buyer shall provide proof of accessible funds to cover the Appraisal Gap, down payment, and all Buyer closing costs by delivering to Seller within ____ days ("7" if left blank) after acceptance either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, access to such funds, or

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

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification or documentation.

WAIVER OF APPRAISAL CONTINGENCY

Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property. Buyer voluntarily waives the right to have a separate appraisal contingency for the Property in this Offer. If this Offer includes a Financing Commitment Contingency, this waiver does not affect the lender's right to have an appraisal or to consider an appraisal report in determining whether to issue a loan commitment. If this Offer is not contingent on a financing commitment, the Parties are aware that this waiver does not affect Buyer's right to have an appraisal; however, the Offer is not subject to the appraisal meeting any particular value.

FHA, VA OR USDA FINANCING

If this Offer is contingent upon Buyer obtaining a FHA, VA or USDA loan, the Parties agree to execute an FHA, VA or USDA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price.

108 **ESCALATION CLAUSE**

109 If Seller receives any other bona fide offer on the Property, that is not contingent upon the sale of another property, prior to
110 binding acceptance with a net price (purchase price minus any monetary compensation/concessions requested by Buyer) equal
111 to or greater than the purchase price in this offer, Buyer agrees to pay \$_____ more than said other offer, up
112 to a maximum purchase price of \$_____. In the event any other offer is in an amount equal to said maximum
113 purchase price, Buyer agrees to match that price.

114 The purchase price of this Offer may be increased (once) (multiple times) **STRIKE ONE** ("multiple times" if neither is stricken).

115 Seller agrees to deliver to Buyer (by personal delivery directly to Buyer or to Buyer's email at
116 _____) a copy of the other offer within 2 days of
117 acceptance of this Offer. Buyer and Seller agree to amend the purchase price in this Offer, per the above stated terms, via a WB-
118 40 Amendment to Offer to Purchase.

119 *All parties understand that per Wisconsin license law, delivery of any other bona fide offers must be conducted solely between
120 Buyer and Seller (or their attorneys) and cannot involve their respective real estate agents.*

121 **BUYER'S FINANCING PRE-APPROVAL**

122 If this Offer is subject to financing, Buyer shall deliver to Seller, within 5 days after acceptance of this Offer, written verification
123 from a lender that Buyer has been pre-approved for financing. If Buyer does not make timely delivery of said pre-approval, Seller
124 may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of Buyer's written
125 financing pre-approval to Seller.

126 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

127 **SELLER'S CONCESSIONS**

128 Seller shall give Buyer a credit at closing in the amount of \$ _____ to assist Buyer in purchasing the
129 Property. Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any funds
130 not approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.

131 **CAUTION: No part of such funds may be used for payment of commission or fees to any Firm.**

132 **REPAIRS REQUIRED BY LENDER**

133 If, as a condition of the mortgage loan commitment, Buyer's loan program requires repairs other than repairs to which Seller
134 has previously agreed: **SELECT ONLY ONE**

135 **(Buyer) (Seller) STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates and making
136 such repairs not to exceed \$_____.

137 **(Buyer) (Seller) STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

138 **(Buyer) (Seller) STRIKE ONE** shall be responsible for the first \$_____ of repair expenses and the other
139 Party shall be responsible for the next \$_____ of repair expenses.

140 **(Buyer) (Seller) STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

141 Buyer and Seller shall be equally responsible for the total cost of repairs, not to exceed \$_____.

142 _____.

143 The Party responsible for obtaining any estimate shall promptly provide a written copy to the other Party. If the total estimate
144 exceeds the amount specified, any Party responsible for the cost of the repair may deliver a written notice to the other Party no
145 later than 15 days prior to closing objecting to the excess cost. This Offer shall be terminated if the other Party within 5 days after
146 delivery of such written notice does not agree to pay the excess cost by delivering a written notice to the objecting Party.

147 **CLOSING AND ESCROW FEES**

148 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's mortgage closing services. In the event an escrow is
149 required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the fees charged
150 by the escrow agent.

151 **Cash Closing:** If this is a cash closing, closing fees charged by the closing agent will be paid by **(Buyer) (Seller) STRIKE ONE**
152 ("Buyer" if neither is stricken).

153 **HOME WARRANTY PLAN**

154 A limited home warranty plan for a term of one year shall be included, effective the date of closing, provided the Property
155 qualifies for the warranty plan.

156 The cost of the home warranty shall not exceed \$ _____ and will be paid by **(Buyer) (Seller) STRIKE ONE** ("Seller"
157 if neither is stricken) at closing. The warranty plan will be ordered by the **(listing) (cooperating) STRIKE ONE** ("listing" if neither
158 is stricken) Firm. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the
159 warranty plan.

160 **WAIVER OF HOME WARRANTY**

161 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer voluntarily waives the
162 inclusion of any requirement for a limited home warranty plan for the Property in this Offer.

163 **CLOSING OF BUYER'S PROPERTY CONTINGENCY**

164 This Offer is contingent upon the closing of the sale of Buyer's property located at _____
165 _____ no later than _____ (the Deadline).
166 Buyer's property is, or shall be, within 7 days of acceptance of this Offer, listed for sale with _____
167 _____ at a list price no greater than \$ _____
168 or Seller will have the right to declare this Offer null and void by written Notice delivered to Buyer.

169 If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the
170 Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the
171 time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency.
172 Delivery of verification of bridge loan financing shall not extend the closing date for this Offer.

173 **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP:**
174 **(Select ONLY 1 of the 3 options below if no Bump Clause and Closing of Buyer's Property Contingency is used)**

175 Seller acknowledges Buyer has provided Seller a copy of the accepted offer for the purchase of Buyer's property.

176 Buyer shall deliver to Seller, no later than 3 days after acceptance of this Offer, a copy of the accepted offer for the purchase
177 property with written proof that all contingencies are satisfied or removed, and which has a closing date on or before the closing date
178 in this Offer.

179 Buyer shall deliver to Seller, no later than 3 days after acceptance of this Offer, a copy of the accepted offer for the
180 purchase of Buyer's property which is subject to financing, (insert any other applicable contingencies) _____
181 _____ and which has a closing date on or before the closing date in this Offer.

182 If lines 164-172 or 173-181 above are part of this Offer and Buyer does not make timely delivery of a copy of the accepted offer for the
183 purchase of Buyer's property that is consistent with the representation(s) above, Seller may terminate this Offer by delivering a written
184 notice of termination to Buyer prior to **(Buyer's delivery) (Seller's Actual Receipt) STRIKE ONE** ("Buyer's delivery" if neither is
185 stricken) of a copy of the accepted offer for the purchase of Buyer's property.

186 **CONTINUED MARKETING WITH BUMP CLAUSE: (Do NOT Use If Lines 173-185 Are Used)**

187 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. This Offer
188 shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless Buyer,
189 prior to such notice or within _____ hours ("72" if left blank) of Buyer's Actual Receipt of such notice, delivers to Seller one of the
190 following:

- 191 (1) written notice that Buyer is waiving the Closing of Buyer's Property Contingency and all financing contingencies in this Offer,
192 AND either a copy of a written loan commitment not subject to the sale of Buyer's property, or reasonable written verification from
193 a financial institution or a third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds necessary
194 to close this transaction which are not contingent on the sale of Buyer's property; **OR**
- 195 (2) a copy of the offer for the purchase of Buyer's property which has all contingencies, other than any financing and appraisal
196 contingencies, properly removed or satisfied AND written verification from a lender that buyer under said offer to purchase has
197 been pre-approved for financing, making this Offer subject to the closing of the sale of Buyer's property. If the offer for Buyer's
198 property subsequently becomes null and void or is terminated for any reason, Buyer shall promptly notify Seller in writing and Seller
199 may terminate this Offer by delivering a written notice of termination to Buyer.

200 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

201 If Buyer accepts a bona fide offer for the purchase of Buyer's property prior to receiving written notice from Seller that Seller has
202 accepted a bona fide secondary offer, Buyer shall promptly notify Seller of such acceptance. Such notification is for information
203 purposes only and does NOT modify any part of this Offer.

204 Unless Seller has given Buyer notice of a bona fide secondary offer, once Buyer has an accepted offer on Buyer's property that
205 complies with requirement (2) above, Buyer promptly shall deliver to Seller a copy of such offer and this Continued Marketing With
206 Bump Clause contingency shall be deemed modified whereby Seller will not have the right to give Buyer a notice of a bona fide
207 secondary offer for the purpose of bumping this Offer or making this Offer null and void.

208 Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and _____
209 _____,

210 all deadlines in this Offer which run from acceptance shall run from the time Buyer has complied with requirement (1) above or
211 when Buyer has an accepted offer for the purchase of Buyer's property that complies with requirement (2) above.

212 **NOTE: Buyer may not unilaterally waive this contingency without compliance with (1) or (2) above.**

213 **SURVEY, LOT LINE AND BOUNDARY DISCLOSURES**

214 **NOTE: Digital or online GIS and GPS mapping apps or programs, may not be accurate and are no substitute for an actual**
215 **survey of the Property lot lines.**

216 If a parcel will be split from (an)other parcel(s) or combined with (an)other parcel(s) a Certified Survey Map or Subdivision Plat
217 and governmental approvals normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision
218 Plat and allow adequate time for completing the survey. Any survey used for the purpose of deleting the lot and boundary exception
219 in the title policy must conform to the standards set by the title company. It is the Buyer's responsibility to have the title company
220 clarify the necessary survey standards for deletion of the lot and boundary exceptions listed in the title commitment.

221 **MAPS AND SURVEYS CHECK ALL THAT ARE APPLICABLE**

222 **CAUTION: Consider cost and need for map features before selecting them.**

223 **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of a **(Boundary) (Certified) STRIKE ONE**

224 Survey Map prepared on _____ (Date) by _____

225 _____ (Name of Surveying Company)

226 that includes this Property and **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**

227 **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and

228 **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**

229 **CAUTION: The accuracy of information contained in the above document(s) is not warranted. Lot size, location of**
230 **boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other factors**
231 **should be verified by an appropriate expert (i.e. surveyor, engineer) if material to Buyer.**

232 **BOUNDARY SURVEY MAP:** This Offer is contingent upon **(Buyer obtaining) (Seller providing) STRIKE ONE**

233 ("Buyer obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within _____ days
234 after acceptance of this Offer, at **(Buyer's) (Seller's) STRIKE ONE** ("Buyer's" if neither is stricken) expense. The Boundary
235 Survey Map must be prepared between the acceptance date and closing date. The map shall identify the legal description
236 of the Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated and apparent
237 rights of way, lot dimensions, total acreage and square footage, any improvements that affect the Property boundary, visible
238 encroachments that affect the Property boundary, the location of buildings, if any, and also include:

- 239 easements
- 240 improvements on the Property (structures, streets, driveways, patios, decks, poles, fences, walls, etc.)
- 241 a format and surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception
- 242 in the title policy.

243 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline on line 233 above, delivers to
244 Seller a written notice listing Buyer's specific objection(s) to the terms and conditions of the survey. In such event, Seller
245 shall have 10 days after delivery of such notice to cure Buyer's objection(s) and the time for closing shall be extended as
246 necessary for this purpose. If Seller is unable to cure Buyer's objection(s) timely, Buyer may terminate this Offer by
247 delivering a written notice of termination to Seller.

248 **WAIVER OF SURVEY CONTINGENCY**

249 Buyer acknowledges there may be benefits of surveying the Property. Buyer voluntarily waives the inclusion of a property survey
250 contingency in this Offer.

251 **INSURABILITY OF PROPERTY**

252 **CAUTION: For Flood Plain Insurance cost and insurability see lines 269-282.** Buyer is aware that the availability and cost of
253 property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, insured party's
254 credit history (credit score), insured party's insurance claims history, condition of property, the type of electrical service on a
255 property, and the history of prior claims on a property. Seller agrees to allow representatives of Buyer's insurance company
256 reasonable access to the Property upon advance notice for inspections relating to Buyer's homeowner's insurance application.

257 **NOTE: The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to**
258 **contact their insurance agent as to requirements for obtaining insurance.**

259 Within 14 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a
260 qualified third party determining the Property is uninsurable, or the cost of insurance will be excessive. Buyer to pay any costs
261 associated with this determination unless otherwise agreed to in writing.

262 **WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY**

263 Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer voluntarily
264 waives the inclusion of any provision for investigating the insurability of the Property in this Offer.

265 **ASSOCIATION FEE**

266 Buyer acknowledges Buyer will be responsible to pay an association fee, which is currently \$ _____ per
267 _____.

268 **FLOODPLAIN / WETLANDS**

269 **CAUTION:** Buyer is aware floodplain and wetland areas are difficult to identify, even when using available floodplain and wetland
270 maps; that some wetlands that may affect Buyer’s use of the Property are not necessarily included in wetland maps; and that
271 floodplain maps may change frequently and should not necessarily be assumed to be accurate. Buyer is encouraged to consult
272 with appropriate government officials to obtain specific elevations to confirm inclusion in or exclusion from a floodplain if such
273 information is material to Buyer. Buyer may contact the National Flood Insurance Program (NFIP) for information about flood
274 insurance as it relates to this Property.

275 (See: <https://www.floodsmart.gov/> and <https://www.fema.gov/national-flood-insurance-program>).

276 **Buyer should not assume that Buyer’s premiums for flood insurance will be comparable to those charged to Seller.**

277 Within 14 days after acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice
278 accompanied by a determination from a qualified third party (including a flood certification company working for Buyer’s lender or
279 a flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements or proposed
280 Property improvements included in this Offer are located in a 100 year floodplain or wetland area, or the cost of an annual flood
281 insurance policy will be excessive. Any costs for floodplain or wetland evaluation and/or costs to obtain a quote for flood insurance
282 are to be paid by Buyer, unless otherwise agreed to in writing.

283 **WAIVER OF CONTINGENCY TO INVESTIGATE FLOOD INSURANCE COSTS OR WHETHER THE PROPERTY IS IN A
284 FLOODPLAIN OR A WETLAND**

285 Buyer acknowledges there may be benefits of investigating whether a property is in a floodplain or wetland and what the cost of
286 flood insurance may be for a property. Buyer voluntarily waives the inclusion of any provision in this Offer to investigate whether
287 the Property is in a floodplain or wetland, or to determine what the cost may be to obtain flood insurance for the Property.

288 **SHORELAND ZONING AND PIER REGULATIONS**

289 Many counties in Wisconsin are required to enact shoreland zoning ordinances that include the uniform shoreland zoning
290 standards established by the Wisconsin Department of Natural Resources (DNR). Such ordinances generally apply to
291 unincorporated land that is within 1,000 feet of the ordinary high water mark of a lake, pond, or flowage; or within 300 feet of the
292 ordinary high water mark of a navigable river or stream or to the landward side of the floodplain, whichever distance is greater,
293 and may restrict the use and future uses and improvements to a property. Some property improvements and modifications may
294 require a mitigation plan approved by the county and recorded with the register of deeds. Buyer must comply with any existing
295 mitigation plan. State law and local ordinances regulate the size, placement, and design of piers (e.g. docks) and boat slips. A
296 permit may be required by the DNR to install a new pier, depending upon the size and location of the pier. Unless a pier interferes
297 with the riparian rights of other riparian owners or the owner of the pier was notified by the DNR before August 1, 2012, that the
298 pier is detrimental to the public interest, most piers installed prior to April 17, 2012 are grandfathered.

299 Wis. Stat. § 30.12(1k)(b).

300 Buyer acknowledges that it is solely the Buyer’s responsibility to determine whether any current or proposed future shoreland
301 zoning or pier regulations are consistent with Buyer’s intended use of the Property. Buyer is encouraged to consult with an attorney
302 to assist in making such determination. For more information Buyer should contact the county zoning office or visit
303 <http://www.dnr.wi.gov>

304 Within _____ days (“7” if left blank) after acceptance of this Offer, Buyer may terminate this Offer by delivering to
305 Seller written notice specifying the uses and/or improvements that will not be permitted under the current or proposed future
306 regulations and to which Buyer objects. Any costs for investigation of shoreland zoning and pier regulations and ordinances are
307 to be paid by Buyer, unless otherwise agreed to in writing.

308 **WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS**

309 Buyer acknowledges there may be benefits of investigating how shoreland zoning and pier regulations may affect the Property.
310 Buyer voluntarily waives the inclusion in this Offer of any provision to investigate how shoreland zoning and pier regulations may
311 affect the Property.

312 **LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

313 **DISCLOSURE OF LICENSURE:** The parties are aware that (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with
314 _____ and is acting as a principal
315 in this transaction with the consent of all parties.

316 **LICENSEE RELATED TO BUYER/SELLER:** Licensee, _____ (Name),
317 is a relative of (Buyer) (Seller) **STRIKE AS APPLICABLE** and is acting as a real estate agent in this transaction on behalf of an
318 immediate family member with the consent of all parties.

319 **LICENSEE INTEREST IN BUYER/SELLER ENTITY:** Licensee, _____
320 (Name) has an interest in the (Buyer) (Seller) **STRIKE ONE** entity (state name of entity, e.g. name of LLC, partnership,
321 corporation, etc.) _____
322 and is acting as a real estate agent in this transaction on behalf of this entity with the consent of all parties.

323 **NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS**

324 Buyer is aware that some properties are considered legal non-conforming properties which no longer conform to current zoning
325 due to changing building regulations, restrictions, and lot size requirements, or due to variances. Buyer also is aware that some
326 properties are subject to Conditional Use Permits (CUPs) that may contain special restrictions regarding use of the property.
327 Restrictions on non-conforming uses or structures and CUP restrictions may affect Buyer's ability to build, rebuild, remodel,
328 replace, enlarge or use an existing structure (consider special hazard insurance if Property is non-conforming).

329 Buyer is encouraged to contact the applicable municipal authorities regarding existing zoning and building restrictions, variance
330 or CUP restrictions, potential future annexations and possible comprehensive plans, if these issues are material to Buyer's decision
331 to purchase.

332 Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice which
333 includes a written determination from an applicable municipal authority that the Property use or structure is non-conforming or the
334 Property is subject to a variance or CUP, and that as a result the Property owner's ability to build, rebuild, remodel, replace,
335 enlarge or use the Property is restricted materially. Any costs associated with this determination to be paid by Buyer, unless
336 otherwise agreed to in writing.

337 **WAIVER OF CONTINGENCY TO INVESTIGATE NON-CONFORMING PROPERTY, VARIANCE AND CONDITIONAL**
338 **USE PERMIT RESTRICTIONS**

339 Buyer acknowledges there may be benefits of investigating whether the Property use, lot size, lot configuration, or structure(s)
340 fails to conform to existing regulations and zoning ordinances, whether the Property is subject to a variance or CUP, and whether
341 the Property owner's ability to build, rebuild, remodel, replace, enlarge or use an existing structure is restricted as a result thereof.
342 Buyer voluntarily waives the inclusion in this Offer of any provision to investigate zoning, variance and CUP restrictions on the
343 Property.

344 **BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE**

345 The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an aboveground or basement fuel
346 oil tank on the Property that is not currently being used and:

347 Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.

348 Seller, at Seller's expense, shall have a qualified third-party contractor remove the tank prior to closing and provide
349 written confirmation of the tank removal (e.g., paid invoice) no later than closing.

350 See: <https://datcp.wi.gov/Documents/AbandonedTanksFactSheet.pdf> and
351 <https://datcp.wi.gov/Documents/PermanentClosureStorageTanksFactSheet.pdf>

352 **CAUTION: Lines 344-351 do not apply to residential buildings with more than two dwelling units.**

353 **MUNICIPAL REPORT/CODE COMPLIANCE DISCREPANCIES**

354 Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of
355 real estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a statement
356 is available from the municipality in which the Property is located. This statement shall be provided prior to closing, at Seller's
357 expense.

358 Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of Compliance, Occupancy
359 Permits, and any other documents/approvals required by applicable municipal code(s).

360 **NOTE: This paragraph will not apply to private wells, private well water or private onsite wastewater treatment systems**
361 **(POWTS), also known as a private sanitary system, that may be addressed in another part of the Offer.**

362 **MUNICIPALITY DISCREPENCY**

363 Buyer is aware that a property mailing address may be within one municipality while the property may be physically located in an
364 adjoining municipality that will determine the applicable property taxes and school district. Buyer is responsible for verifying the
365 USPS mailing address, the applicable taxing authority, and the school district for the property, if such is material to buyer's decision
366 to purchase.

367 **ZONING RESTRICTIONS, ANNEXATIONS AND COMPREHENSIVE PLANS**

368 Zoning, restrictive covenants, HOA rules, and building restrictions affect the use of the Property. Annexations and comprehensive
369 plans may affect future use, value, and property taxes for the Property by influencing future development (residential, commercial,
370 transit systems, storm water management system, etc.) in the county and municipality. Buyer is advised that the municipality in
371 which the Property is located likely has existing zoning and building restrictions and may have a Comprehensive Plan.

372 **PERSONAL PROPERTY**

373 Seller warrants and represents that any personal property that may be a part of this transaction (e.g. stove, refrigerator, washer,
374 dryer) is owned by Seller free and clear of any liens or encumbrances and is in working order at time of closing unless otherwise
375 disclosed. No warranties or representations regarding condition survive the closing of this transaction.

376 **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS**

377 Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds acceptable.
378 The Parties acknowledge that real estate licensees are not experts with respect to construction techniques or building materials
379 and the Parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be satisfied that Buyer knows
380 how various factors will affect the Property, including, but not limited to, proximity to public transportation, airport overlay
381 restrictions, airport noise, gun range noise, traffic noise, special health concerns of family members, vehicle, train/railroad or boat
382 traffic, lake flies, pests, waterborne pests, ice shoves, water blooms/algae blooms, invasive aquatic vegetation, manufacturing
383 noise, area odors, existing or abandoned landfills and/or quarries, parks, fairgrounds, outdoor festival venues, public trails,
384 possible future assessments for public improvements and other conditions. Buyer acknowledges that Buyer has made such
385 independent inquiries as Buyer deemed necessary concerning material factors. Buyer acknowledges that Buyer has not relied
386 upon any statements or representations by Seller or any real estate agent regarding conditions or occurrences affecting the
387 Property or transaction unless such statements or representations are contained in this Offer, are incorporated by reference into
388 this Offer or have otherwise been provided to the Buyer in writing.

389 **SHARED DRIVEWAY**

390 If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, delivering to Buyer a
391 copy of a written shared driveway agreement not less than 15 days before closing. The agreement shall provide that the Parties
392 to the agreement share equally in the rights and obligations related to the shared driveway, including use and maintenance. Buyer
393 shall have 7 days after delivery of the shared driveway agreement to deliver to Seller a written notice listing Buyer's specific
394 objection(s) to the terms and conditions of the agreement. Seller shall have 10 days after delivery of Buyer's Notice to Seller to
395 cure said objection(s) and the time for closing shall be extended as necessary for this purpose. If Seller is unable to timely cure
396 Buyer's objection(s), Buyer may terminate this Offer by delivering written notice of termination to Seller. If the agreement is not of
397 record, it shall be provided in recordable form, with recording fees to be Seller's expense.

398 **BUYER'S TITLE**

399 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property. Wisconsin law prohibits
400 real estate licensees from advising buyers how title should be taken.

401 **TIME ZONE**

402 The prevailing Central Time (Central Standard Time or Central Daylight Time) shall be used when determining whether a date
403 and time in the Offer to Purchase are met.

404 **ACKNOWLEDGEMENT OF TERMS**

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

407 **CONFLICTING PROVISIONS**

408 Should any provision of this Addendum conflict with any optional provision of the Offer or any other Addenda to this Offer, the
409 provisions of this Addendum shall prevail, except if an FHA, VA or USDA Amendatory clause is executed by the parties.

410 **ADDITIONAL PROVISIONS/CONTINGENCIES**

411 _____
412 _____
413 _____
414 _____
415 _____
416 _____

417 **READING / UNDERSTANDING:**

418 By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully.

419 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE**
420 **APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS**
421 **OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO**
422 **CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS**
423 **OR ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.**

424 (X) _____ (Date) ▲ (X) _____ (Date) ▲
(Buyer(s)' Initials) ▲ (Seller(s)' Initials) ▲

425 (X) _____ (Date) ▲ (X) _____ (Date) ▲
(Buyer(s)' Initials) ▲ (Seller(s)' Initials) ▲