

ADDENDUM A TO OFFER TO PURCHASE

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

4 **OPTIONAL PROVISIONS** THE PROVISIONS ON LINES 7-39 AND LINES 178-191 PRECEDED BY AN OPEN BOX () ARE PART OF THIS ADDENDUM
 5 IF MARKED SUCH AS WITH AN "X". THEY ARE NOT PART IF MARKED "N/A" OR LEFT BLANK (EXCEPT AS PROVIDED AT LINES 71-73).

6 **CAUTION: Broker recommends Buyer have the Property tested for all conditions that Buyer considers material to the transaction.**

7 **TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report from a qualified independent third party documenting the
 8 results of the following test(s) conducted pursuant to applicable government or industry protocols and standards: _____
 9 _____

10 (insert tests to be performed, e.g. asbestos, mold, radon, or other substances or conditions which may affect the health of occupants or the value or structure of
 11 the Property) within _____ days ("15" if left blank) of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** expense ("Buyer's" if neither is stricken). Testing
 12 shall be performed by a qualified independent third party. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to
 13 Cure lines 40-50.

14 **WELL WATER CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later than _____ days
 15 ("15" if left blank) prior to closing, a written report dated no earlier than 30 days prior to the date set for closing from a state-certified or other independent qualified
 16 lab which indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws regulating public water systems for safe
 17 human consumption relative to the following substances: bacteria (of the Coliform group) and _____
 18 _____

19 _____ (Note: if desired insert other substances
 20 that may affect the drinking water safety such as: nitrate, lead, arsenic, etc.) (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for
 21 obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the other Party. All water samples used for testing shall
 22 be taken by a licensed plumber or other independent, qualified person. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
 23 See Right to Cure lines 40-50. (See DNR Web site: <http://www.dnr.state.wi.us/org/water/dwg/priweltp.htm>).

24 **WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (see lines 51-54 regarding
 25 shared well agreements; see lines 74-76 regarding abandoned well(s) this Offer is contingent upon Buyer receiving no later than _____ days ("15" if left
 26 blank) prior to closing a written report(s) dated no earlier than 30 days prior to the date set for closing from a licensed pump installer or a licensed well driller
 27 competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the code in effect at the time they were installed and are not
 28 disapproved for current use. (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. Seller
 29 (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 40-50.

30 **PRIVATE SANITARY SYSTEM [PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS)] INSPECTION CONTINGENCY:** If the Property is
 31 served by a private sanitary system this Offer is contingent upon Buyer receiving no later than _____ days prior to closing ("15" if left blank) a written report
 32 dated no earlier than _____ days prior to the date set for closing ("30" if left blank) from a county code administrator, licensed master plumber, licensed
 33 master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils
 34 tester, which indicates that the POWTS conforms to the code in effect when the system was installed and is not disapproved for current use. (Buyer) (Seller)
 35 **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for obtaining the report, including all costs other than pumping costs. The POWTS is to be
 36 pumped at time of inspection at Seller's expense. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure
 37 lines 40-50.

38 **CAUTION: Different professionals may be needed to inspect different system components. Buyer is aware that POWTS are regulated by state and
 39 county agencies. Additional inspection(s)/testing and ongoing maintenance may be required upon transfer of the Property.**

40 **RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 7, 14, 24 & 30**

41 Each contingency selected above [testing, well water, well system or private sanitary system (POWTS)] shall be deemed satisfied unless Buyer, within five days of
 42 the earlier of: 1) Buyer's Actual Receipt of the applicable testing, water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s), delivers to
 43 Seller, a copy of the report(s) and a written notice identifying the Defect(s) to which Buyer objects. If Seller was granted the right to cure in a contingency above
 44 Seller may satisfy the contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
 45 cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within three days prior
 46 to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have the
 47 right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of
 48 election to cure. For the purposes of this contingency, Defect is defined per the Offer. Cures of Defects in POWTS may be accomplished only by repairing the
 49 current POWTS system or by replacing the current POWTS system with the same type of system which meets the applicable standard stated above, unless
 50 otherwise agreed to in writing.

51 **SHARED WELL AGREEMENT** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense, provide Buyer with a
 52 copy of a shared well agreement (Agreement) which provides standards for operation, maintenance and use of the shared well for residential purposes no later
 53 than fifteen (15) days prior to closing. Unless this sentence is stricken the Agreement shall provide for the prorata cost sharing for all parcels included in the
 54 Agreement. If the Agreement has not already been recorded, it shall be provided in recordable form, with recording fees to be Seller's expense at closing.

55 **CODE COMPLIANCE/OCCUPANCY** Seller shall provide to Buyer, prior to closing, any Certificate of Code Compliance (does NOT include rental Certificate of
 56 Exterior Code Compliance) or Occupancy Permit as may be required by the municipality. Seller agrees to complete: **CHECK A or B** ("B" if neither is checked)

57 A. All work orders required to obtain the above certificate of Code Compliance or Occupancy Permit.
 58 B. The total of all work orders not to exceed \$ _____ ("400" if left blank). **Buyer shall pay the balance of the costs of**

59 the work orders unless the Buyer delivers written notice to Seller of Buyer's refusal within seven (7) days of Seller's delivery of the work orders to
 60 Buyer. Within three (3) days after receipt of the Buyer's written notice, Seller may deliver written notice to Buyer of Seller's election to declare the Offer
 61 null and void. If Seller does not timely deliver said notice to Buyer, Seller shall pay the balance of the total costs of the work orders.

62 **NOTE: In six designated zones the City of Milwaukee requires Sellers to obtain a code compliance certificate for all residential units. Regardless of the**
 63 **municipality in which the Property is located Buyer and Seller agree to contact local municipal officials regarding their obligations under applicable**
 64 **code compliance/registration ordinances.**

65 **RENTAL PROPERTY ORDINANCES** The City of Milwaukee requires that buyers of 1 and 2 family non-owner occupied dwellings obtain a Certificate of Exterior
 66 Code Compliance. The City of Milwaukee requires buyers and sellers of residential rental properties (including owner occupied dwellings in some areas) to notify
 67 the Building Inspector of a change of ownership within fifteen (15) days of a closing. Buyer must file a Property Recording Application and pay a fee to the City.
 68 Seller must file a Seller Notification Form or provide notice by telephone at (414) 286-8569. Penalties exist for non-compliance.

69 **CITY LETTERS** No later than closing, Seller shall provide Buyer written verification of paid real property taxes, contemplated and/or outstanding special
 70 assessments and balances due for municipal utilities.

71 **INCLUSION OF OPTIONAL PROVISIONS** For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been
 72 marked "n/a" or stricken in their entirety, if any blank within any part of the optional provision has been filled in (by handwriting or by typing), then it shall be as if
 73 the appropriate box was also checked thus including said optional provision within the Offer.

74 **ABANDONED WELLS** If there is an abandoned well on the Property, Seller shall, prior to closing, close the well at Seller's expense and provide Buyer with
 75 documentation of closure in compliance with applicable codes or provide Buyer with documentation evidencing that the well has been previously closed in
 76 compliance with the applicable codes in effect at the time of closure.

77 **AREA CONDITIONS** Properties are affected by existing and proposed conditions and services in the area surrounding the property. Existing and future
 78 residential, recreational, commercial and/or industrial development, road and/or freeway construction, sewer or water or other public utility construction, area wide
 79 reassessments and/or airport expansion may affect the Property. Buyer is aware that properties near airports, highways, industrial developments, farms, etc. may
 80 be affected by noise or odors. Buyer is aware that major public works projects such as sewer construction or water treatment facility development have been
 81 reported in the media and may increase future real estate taxes and/or sewer use fees. Buyer acknowledges that if material to Buyer's decision to purchase Buyer
 82 has reviewed Seller's and brokers' representations regarding known conditions and has become familiar with the area surrounding the Property and has
 83 investigated future proposed developments, consulted with local municipal officials, including the assessor's office as needed and is satisfied with current and
 84 proposed area conditions.

85 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS** Real estate agents may furnish a list of independent inspectors/testers to the Parties. Unless provided
 86 in writing, no representations have been made as to the competency of the inspectors/testers. The Party designated as responsible for obtaining an inspection/test
 87 shall be solely responsible for determining the qualifications of the inspector/tester. In the event any inspection or test is ordered on behalf of the Parties by a
 88 broker in the transaction, the Parties agree to hold the broker harmless for any damages or liability resulting from the inspection or test, other than that caused by
 89 the broker's negligence or intentional wrongdoing. Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other persons.
 90 Buyer should carefully review these reports to determine the age of the report, the purpose for which they were prepared, and the standards of practice followed
 91 by the individual preparing the report. It is recommended that Buyer have the Property inspected by a professional inspector or other qualified independent
 92 inspector.

93 **PROPERTY CONDITIONS** Parties are aware that news media and other public information sources indicate that asbestos, mold, lead-based paint, lead in
 94 drinking water, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies can cause serious health hazards.
 95 Unless otherwise disclosed in writing, Seller represents that to the best of Seller's knowledge the Property does not contain asbestos, lead-based paint, or
 96 unhealthy concentrations of mold, radon gas, lead, radium or other toxic or harmful substances or chemicals. A number of communities report that elevated levels
 97 of radium may be present in the municipal water supply. Buyer agrees to obtain expert independent third party inspections and tests to determine if any material
 98 property conditions/defects exist on the Property. Buyer must include contingencies in this Offer for any inspections or tests which Buyer shall have performed.
 99 Past flooding, water leakage or excessive dampness may result in excessive mold growth which may present health risks. If there is any information or evidence
 100 of excessive moisture in the Property, Buyer is encouraged to consult with the appropriate mold experts and to inspect and test the Property for unsafe mold
 101 levels. Buyer acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning any factors material to the Property or the
 102 transaction. Buyer acknowledges that in purchasing this Property the Buyer has relied on Buyer's independent inspection and analysis of the Property and upon
 103 the statements, disclosures and representations contained in this Offer, in any Seller's disclosure report, and in any other written statements provided to Buyer.
 104 Buyer further acknowledges that neither Seller nor any real estate agents involved in this transaction have made any representations concerning the Property or
 105 the transaction other than those stated in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in writing, nor has any real estate
 106 agent made any statement purporting to be based on personal knowledge unless the same is specifically set forth in this Offer, incorporated into this Offer by
 107 reference, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real estate agent offered to verify the
 108 accuracy of any of Seller's or other third party's statements, disclosures and representations contained in this Offer unless the request is specifically set forth in
 109 this Offer.

110 **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS** If Seller has notice or knowledge of an underground storage tank or basement or
 111 above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer written confirmation that the tank,
 112 related components and procedures relating to upgrading and/or closure are in full compliance with all federal, state and local regulations. Seller's written
 113 confirmation shall include a copy of any applicable contractor's closure report and any required Wisconsin Department of Safety and Professional Services
 114 (DSPS) registration. It is Buyer's sole responsibility to re-register in his or her name any underground storage tanks remaining in use upon the Property after close
 115 of sale and to comply with applicable DSPS operating requirements (Contact DSPS UST/AST Specialist at 262-275-8759).

116 **NOTE: Removal of most residential basement fuel oil tanks is not required under state law.**

117 **SURVEY** Unless a current survey has been provided to Buyer, the location and size of easements, improvements, lot lines and possible encroachments have not
 118 been verified and broker recommends that Buyer investigate these items by obtaining a current survey.

119 **INFORMATION ON PROMOTIONAL MATERIALS** Buyer understands that the information which is contained in the Multiple Listing Service Data sheets and
 120 additional promotional materials is obtained from a number of different sources and which **has not been** independently verified or confirmed by the various real
 121 estate brokers and agents who have been and are involved in this transaction. **If any particular measurement or data element is important or material to**
 122 **Buyer, Buyer assumes all responsibility and liability to research, verify and confirm said data element and measurement.** Further, Buyer affirmatively
 123 represents and confirms that as to any particular measurement or data element which was or is important or material to Buyer as an inducement for the purchase
 124 by Buyer, Buyer has independently confirmed and/or verified the accuracy of said particular measurement or data element.

125 **FLOODPLAINS/WETLANDS** Buyer is aware that the floodplain and wetland maps referred to in the Offer lack detail, are difficult to interpret, and may not be
 126 accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials to verify their accuracy or applicability, if such
 127 information is material to Buyer's decision to purchase.

128 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING PROPERTY** Municipal zoning and building restrictions
 129 affect the use of the Property, and comprehensive plans may affect the future use or value of the Property by influencing future development in the municipality.
 130 Buyer is informed that many properties are considered legal non-conforming properties which no longer conform to current zoning due to changing building
 131 regulations, restrictions, and lot size requirements. This may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider
 132 special hazard insurance if Property is considered legal non-conforming). If this Property is damaged in an amount of 50% or more of the assessed value, the
 133 governing community may restrict or prohibit the reconstruction without a zoning or use variance. Buyer is encouraged to contact the appropriate municipal
 134 authorities regarding existing zoning and building restrictions and possible comprehensive plans, if these issues are material to Buyer's decision to purchase.
 135 Buyer is encouraged to take necessary steps to obtain an endorsement to or modification of Buyer's homeowner's insurance for protection.

136 **SANITARY DISTRICT SEWER CONSTRUCTION** Buyer is informed that the Property may be located within an established sanitary district. Buyer may be
 137 subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related costs. Buyer is encouraged to contact officials of
 138 the sanitary district to inquire about such costs.

139 **ACTUAL RECEIPT DEFINITION** "Actual Receipt" of a notice shall occur on the earlier of (1) at the time the notice is personally delivered to the Party (NOTE:
 140 Delivery may be made by either listing or selling broker); (2) at 5:00 p.m. on the day the Party signs for delivery of the notice by (a) certified mail, return receipt
 141 requested or by (b) commercial delivery service which receives the signature of Party on delivery; or (3) at any other time the Party acknowledges in writing that
 142 they have received the notice.

143 **INSURANCE PROVISIONS**

144 ■ **Building Materials/Insurability:** News Media and other public information indicate that certain building materials, such as synthetic stucco and wood composite
 145 exterior house siding, have been associated with moisture/mold related problems. The presence of these materials may affect the health of occupants, the life
 146 expectancy of the building and the insurability of the Property. The claims history of the Property and the condition of the Property may increase homeowner's
 147 insurance premiums or make the Property uninsurable (other than the Wisconsin Insurance Plan). Seller agrees to provide representatives of Buyer's insurance
 148 company access to the Property for inspection purposes at reasonable times upon reasonable notice. Buyer's credit history, insurability rating, lifestyle (e.g. large
 149 dogs), etc. may also increase Buyer's homeowner's insurance premiums or prevent the Buyer from obtaining homeowner's insurance (other than the Wisconsin
 150 Insurance Plan). Buyer agrees to address these issues with an insurance expert and Buyer's lender and to apply for insurance coverage promptly to ensure that
 151 insurance coverage is available at the time of closing. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques,
 152 building materials or homeowner's insurance and the Parties agree to consult and rely on the opinions of appropriate experts.

153 ■ **Electric Service:** Buyer and Seller are aware that if a property has tube or aluminium wiring or if a property's electrical service uses fuses or is less
 154 than 100 amps, lenders and homeowners insurance companies may require that the service be upgraded to no less than a 100 amp circuit breaker
 155 service and may require that any tube or aluminum wiring be replaced with wiring consistent with current code.

156 **FINANCING ISSUES**

157 ■ **Financing Contingency — Additional Terms: The financing contingency in the Offer includes the following terms:**

158 **A.** Within ten (10) days of acceptance Buyer shall obtain written confirmation from a financial institution that Buyer has applied for financing, paid the required fees
 159 for processing such application and is preapproved for financing. Said preapproval shall not be contingent upon income or credit verification and shall not be
 160 considered a commitment satisfying the financing contingency in the Offer. Seller may, no earlier than ten (10) days after acceptance, deliver a written request for
 161 copies of said confirmation and preapproval. Buyer shall deliver written evidence of said confirmation and preapproval no later than five (5) days after Seller's
 162 delivery of the written request or Seller may, at Seller's option declare this Offer to be null and void.

163 **B.** Buyer agrees to pay any and all costs of obtaining financing, including the cost of closing the mortgage transaction. There may be additional cost for the first
 164 year premium for private mortgage insurance and for property/casualty and extended coverage insurance. Flood insurance, if required, may be in addition to the
 165 stated monthly payment.

166 **C.** A loan commitment is defined as a commitment from a financial institution authorized to do business in the State of Wisconsin by the Wisconsin Department of
 167 Financial Institutions which does not include a condition requiring the sale of other property unless the Offer is contingent on the closing of other property.

168 **D.** Buyer acknowledges Buyer's obligation to have the total purchase price including mortgage loan proceeds available at the time of closing. Buyer is advised to
 169 determine when Buyer's loan proceeds will be funded to ensure that the funds will be available at the time of closing.

170 **NOTICE: The closing company may require Parties to wire funds necessary for the completion of the transaction to the closing company's account.**

171 **The Parties acknowledge this requirement may result in an additional cost.**

172 **WAIVER OF FINANCING CONTINGENCY** If Buyer waives the financing contingency and, within _____ day(s) ("7" if left blank) of the delivery of the notice of
173 the waiver of financing contingency, delivers written verification that Buyer has, at the time of verification, funds sufficient to close, as required by the Offer, Seller
174 agrees to waive Seller's rights under the financing contingency.

175 **FEDERAL VA AND FHA MORTGAGE** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also contingent upon the Parties executing
176 an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price.
177 Seller also agrees to pay lender at time of closing, a tax service fee not to exceed \$100.00.

178 **FEDERAL VA MORTGAGE: (Buyer) (Seller) STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the entire funding fee not to exceed 0.0 %
179 ("0%" if left blank) of the mortgage amount.

180 **NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.**

181 **STATE VA MORTGAGE: (Buyer) (Seller) STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the loan origination fee not to exceed _____ %
182 ("0%" if left blank) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

183 **SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit and/or pre-payables at closing in the amount of \$ _____ ("0" if left
184 blank) to assist Buyer in purchasing the Property. This is exclusive of any loan fees indicated on the Offer.

185 **NOTE: Buyer has been informed of the availability of a limited home warranty plan.**

186 **HOME WARRANTY PROGRAM:** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a term of one year
187 provided that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ _____. The cost of the
188 warranty will be paid by the (Seller) (Buyer) **STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (selling)

189 **STRIKE ONE** broker ("listing" if neither is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under
190 the warranty plan.

191 **ASSOCIATION FEE:** Buyer acknowledges the association fee of \$ _____ ("0" if left blank) per _____.

192 **ADDENDA:** The following contingencies and provisions are included in this Offer as an addendum only if there is an "X" in the box in front of the "Addendum
193 Topic." The text of the addendum will be found in the addendum which is made a part of this Offer.

Addendum Topic	Label	Addendum Topic	Label
<input type="checkbox"/> LEAD BASED PAINT	_____	<input type="checkbox"/> _____	_____
<input type="checkbox"/> OCCUPANCY	_____	<input type="checkbox"/> _____	_____
<input type="checkbox"/> RENTAL PROPERTY	_____	<input type="checkbox"/> _____	_____

194 **ADDITIONAL CONTINGENCY:** This Offer is contingent upon _____
195 _____
196 _____ on or before _____. In the event _____,
201 _____,

202 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the Deadline stated on line 200. Should Buyer fail
203 to notify Seller, Buyer shall be deemed to have waived this contingency.

204 **ADDITIONAL PROVISIONS** _____
205 _____
206 _____
207 _____
208 _____
209 _____
210 _____
211 _____
212 _____
213 _____
214 _____
215 _____

216 **CONFLICTING PROVISIONS** Should any provision of this Addendum be in conflict with any provision of the Offer or any other addenda to this Offer, the
217 provisions of this Addendum shall prevail.

218 **READING/UNDERSTANDING** By initialing below, all Parties acknowledge receipt of a copy of this Addendum and that he or she has read all pages of this
219 Addendum, the Offer and any other documents incorporated into the Offer. Initialing below by Seller does not signify acceptance or agreement with the terms of
220 the Addendum.

221 **ADDENDUM PROVISIONS** Buyer and Seller are advised that this Addendum contains provisions that may not be appropriate in all transactions. No
222 representation is made that the provisions of this Addendum are appropriate, adequate or legally sufficient for any specific transaction. Buyer and Seller are
223 encouraged to consult with their own legal counsel regarding the provisions of the Offer and this Addendum.

224 (X) _____ (X) _____ (X) _____ (X) _____
225 Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date