

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of December ____, 2022, by and between **BASO HOLDINGS LLC**, a Wisconsin limited liability company ("Buyer"), and the **CITY OF WATERTOWN, WISCONSIN**, a Wisconsin municipal corporation ("Seller").

W I T N E S S E T H:

WHEREAS, Seller presently owns and holds title to that certain real property consisting of approximately 5.34 acres located in Jefferson County, Wisconsin, having Tax Parcel No. 28-291-0815-0624-004 and which is generally depicted on Exhibit A attached hereto and made a part hereof, including all and singular the easements, rights-of-way and other appurtenances thereto, and all other real property rights and properties of Seller relating thereto (collectively, the "Property"); and

WHEREAS, Buyer desires to purchase the Property from Seller, and Seller desires to sell and convey the same to Buyer, upon and subject to the terms, covenants and conditions hereinafter set forth.

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

1. Purchase/Sale; Effective Date. Buyer agrees to purchase and acquire the Property from Seller, and Seller agrees to sell and convey the Property to Buyer, upon and subject to the terms, covenants and conditions set forth herein. The "Effective Date" of this Agreement shall be the date of execution and delivery of this Agreement by the last of Buyer and Seller as evidenced by the date below the signature of each.

2. Purchase Price.

2.1 Amount. The purchase price (the "Purchase Price") for the Property is and shall be One Hundred Thirty-three Thousand Five Hundred and No/100 Dollars (\$133,500.00), payable as follows:

(a) Five Thousand and No/100 Dollars (\$5,000.00) (the "Earnest Money"), by check, payable to the order of Wisconsin Title Service Co. Inc., Waukesha, Wisconsin ("Escrow Agent") to be delivered within five (5) business days after the Effective Date, as an earnest money deposit to be held by the Escrow Agent; and

(b) The balance (adjusted for prorations and credits as specified in this Agreement), by wire transfer to the account of Seller, at Closing (as hereinafter defined).

2.2 Earnest Money. The Earnest Money shall be held by Escrow Agent in its trust account, subject to the terms hereof, to be applied, at Closing, against the Purchase Price, or if this transaction fails to close, disbursed as otherwise set forth in this Agreement. The Earnest

Money shall be held by Escrow Agent pursuant to Escrow Agent's standard escrow instrument, with such modifications thereto as the parties to such escrow instrument shall mutually agree; provided, however, in the event of any conflict between the terms of the escrow instrument and the terms of this Agreement, the terms of this Agreement shall control.

3. Seller's Deliveries. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer all existing title reports, surveys, environmental reports and engineering reports relating to the Property to the extent in Seller's possession (collectively, "Seller's Deliveries"). If this Agreement is terminated, then, within five (5) business days after such termination, Buyer shall deliver to Seller all of Seller's Deliveries and all copies made of Seller's Deliveries.

4. Due Diligence; Title Review.

4.1 Due Diligence Period.

(a) Buyer's Investigations. Buyer and its contractors, consultants, engineers, inspectors, employees and agents shall have the period from the Effective Date through the date which is forty-five (45) days after the Effective Date (the "Due Diligence Period") to conduct due diligence investigations and analysis of the Property (collectively "Buyer's Investigations"), including, without limitation: (i) studies, examinations, inspections, surveys, assessments, appraisals, analyses, well and septic system inspections, and other investigations as it may, in its sole discretion, deem necessary or desirable in order to determine the feasibility of acquiring and using the Property for Buyer's intended use; and (ii) environmental and other tests as it may, in its sole discretion, deem necessary or desirable in order to determine the feasibility of acquiring and using the Property for Buyer's intended use. Notwithstanding the foregoing, before conducting any physically intrusive test (for example, soil borings or ground water sampling), Buyer shall obtain Seller's written consent, which consent shall not be unreasonably withheld. Buyer's request for Seller's consent for any such additional physically intrusive testing shall include a description of the scope, timing and purpose of such tests. Buyer shall promptly restore the Property to its original condition, wear and tear excepted, after Buyer's Investigations are completed. Prior to accessing the Property for Buyer's Investigations, Buyer shall give Seller at least twenty-four hours' prior written notice requesting such access; such access shall only be conducted during normal weekday business hours; and a representative of Seller shall have the opportunity to be present during each such access.

(b) Confidentiality. Buyer and its contractors, consultants, engineers, inspectors, employees and agents shall hold in confidence Seller's Deliveries, and any and all appraisals, studies, reports and other documentation and information obtained during Buyer's Investigations, and shall not disclose the same to any party whatsoever, except as expressly contemplated by this Agreement or as may otherwise be required in connection with Buyer obtaining financing; provided, further, Buyer shall take reasonable measures to ensure that Buyer's lender maintains such confidence. Buyer shall be responsible for ensuring compliance of its contractors, consultants, engineers, inspectors, employees and agents with the foregoing confidentiality covenant. Upon Seller's request, Buyer shall deliver to Seller copies of all such Buyer's appraisals, studies, reports and other documentation and information obtained during Buyer's Investigations.

(c) Indemnification; Evidence of Insurance. Buyer shall indemnify, defend and hold harmless Seller from and against any and all losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation), arising directly from the negligent or intentionally wrongful acts of Buyer or any of its contractors, consultants, engineers, inspectors, employees and agents in the course of conducting Buyer's Investigations. The provisions of this Section 4.1 shall survive termination of this Agreement and Closing.

4.2 Termination. If Buyer determines it does not desire to acquire the Property for any or no reason whatsoever, in its sole and absolute discretion, then Buyer shall have the right and option to terminate this Agreement by delivering written notice thereof to Seller and Escrow Agent at any time prior to 6:00 P.M. (Wisconsin time) on the last day of the Due Diligence Period, in which event this Agreement and all obligations of Buyer and Seller hereunder shall terminate, except as expressly provided elsewhere herein, and Escrow Agent shall promptly refund the Earnest Money to Buyer. If Buyer does not timely give notice of termination as aforesaid, then Buyer's right and option to terminate shall immediately and automatically expire, and this Agreement and all obligations of Buyer and Seller hereunder shall survive and remain in full force and effect.

4.3 Title and Survey Review.

(a) Buyer Objections. Within fourteen (14) days after the Effective Date, Seller shall deliver to Buyer a current title insurance commitment, in the amount of the Purchase Price, for the Property. Buyer, at its expense, may obtain an ALTA/NSPS survey of the Property to confirm the legal description and boundaries of the Property, together with such other matters conforming with the 2021 ALTA/NSPS Minimum Standard Detail Requirements and any Table A items requested by Buyer. On or before the date which is thirty-five (35) days after the Effective Date (the "Title Review Period") Buyer shall give Seller notice of any title or survey defects or other matters to which Buyer objects ("Title Defects"). Any matters set forth in the title insurance commitment or survey to which Buyer does not timely object shall be deemed "Permitted Exceptions."

(b) Cure; Termination; Acceptance of Title. Seller shall give Buyer notice within five (5) days after receipt of Buyer's notice as to whether Seller will attempt to cure any such Title Defects, and if Seller does so attempt, Seller shall have until Closing to cure such Title Defect(s). If Seller fails to give timely notice of its intent to cure such Title Defect(s), Seller shall be deemed to have given notice electing not to attempt to cure the Title Defect as of the last day of such 5-day notice period. If Seller gives notice that it will not attempt to cure any Title Defect (or is deemed to have given notice of Seller's election not to attempt to cure such Title Defect), then Buyer may elect by written notice given to Seller within five (5) days after Seller's notice (or after the date notice is deemed given by Seller), as Buyer's sole remedy, either to: (i) accept such Title Defect and proceed to Closing, with no reduction in the Purchase Price, in which event such Title Defect shall be deemed a Permitted Exception, or (ii) terminate this Agreement, in which event Escrow Agent shall disburse the Earnest Money to Buyer. If Buyer shall fail to give timely notice of its election as set forth above, Buyer shall be deemed to have elected clause (i) above. If Seller elects to attempt to cure a Title Defect, and is unable to cure such Title Defect prior to Closing, Buyer's sole remedy shall be either to: (x) accept such Title Defect and proceed to Closing, with no reduction in the Purchase Price, in which event such Title

Defect shall be deemed a Permitted Exception, or (y) terminate this Agreement, in which event the Escrow Agent shall disburse the Earnest Money to Buyer.

5. Representations and Warranties.

5.1 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer as of the Effective Date and as of the date of Closing:

(a) Organization. Seller is a municipal corporation validly existing under the laws of the State of Wisconsin and has all requisite corporate power and authority to own the Property, to enter into this Agreement and the other documents and instruments to be executed and delivered by Seller under this Agreement, and to carry out the transactions contemplated by this Agreement.

(b) Authority. The execution, delivery and performance of this Agreement by Seller and the documents to be executed by Seller pursuant to this Agreement have been duly and validly authorized by the Common Council of Seller. No other or further act or proceeding on the part of Seller or any of its officials is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Seller hereunder or the consummation of the transactions contemplated hereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Seller hereunder will constitute, valid, binding agreements of Seller, enforceable in accordance with their respective terms.

(c) Non-foreign Status. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate as such terms are defined in Section 1445 of the Internal Revenue Code.

(d) Environmental. Except for any matters disclosed among Seller's Deliveries, to the best of Seller's knowledge, there is no presence or release of any Hazardous Materials (as defined below) in, on or under any part of the Property in violation of applicable Environmental Laws (as defined below). As used in this paragraph, the term "Hazardous Materials" shall mean any hazardous wastes, regulated substances, regulated wastes, hazardous substances, hazardous materials and toxic substances, as those terms are defined in Environmental Laws, and the term "Environmental Laws" shall mean all applicable local, state and federal laws relating to the protection of the environment and pollution control, including the Resource Conservation and Recovery Act (42 U.S.C.A. §§ 6901 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C.A. §§ 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C.A. §§ 1801 *et seq.*), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 *et seq.*), the Clean Air Act (42 U.S.C.A. §§ 7401 *et seq.*), and the Clean Water Act (33 U.S.C.A. §§ 1251 *et seq.*).

5.2 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller as of the date of this Agreement and as of the date of Closing:

(a) Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wisconsin.

(b) Authority. The execution, delivery and performance of this Agreement by Buyer and the documents to be executed by Buyer pursuant to this Agreement: (i) have been duly and validly authorized by all necessary action on the part of Buyer; (ii) do not conflict with or result in a violation of Buyer's organizational documents or any judgment, order or decree of any court or arbiter in any proceeding to which Buyer is a party; and (iii) do not conflict with or constitute a material breach of, or constitute a material default under any contract, agreement or other instrument by which Buyer is bound or to which Buyer or any persons constituting Buyer is a party.

6. "AS IS". Buyer acknowledges and agrees that it will perform from and after the Effective Date, examinations and investigations of the Property. Accordingly, except for the representations and warranties of Seller contained in Section 5.1 hereof and Seller's warranty of title as conveyed under Section 7.2(b) hereof, Buyer will rely solely upon such examinations and investigations in purchasing the Property. Buyer therefore expressly understands and agrees that Buyer is acquiring the Property "AS IS" and "WHERE IS", and with all faults, and that Seller has not made and does not make any representations or warranties, expressed or implied, with respect to the quality, physical condition, expenses or value of the Property, or any other matter or thing affecting or related to the Property or this Agreement (including, without limitation, warranties of habitability, warranties of merchantability and/or of fitness for a particular purpose), which might be pertinent in considering the making of the purchase of the Property or the entering into of this Agreement, and Buyer does hereby expressly acknowledge that no such representations or warranties have been made. The provisions of this Section 6 shall survive Closing.

7. Closing.

7.1 Closing Date; Payment of Purchase Price. The closing of the transaction contemplated hereunder ("Closing") shall occur in escrow through Escrow Agent, on or before twenty (20) days after the expiration of the Due Diligence Period, or at such other time and place as the parties hereto shall agree upon in writing (the "Closing Date"). Buyer shall pay the Purchase Price to Seller in cash by wire transfer, subject to applicable prorations, credits and adjustments contained in this Agreement.

7.2 Documents to be Delivered by Seller. Seller shall deliver to Buyer at Closing the following, in each case duly executed and acknowledged, or otherwise completed in proper form:

(a) Closing Statement. A closing statement (the "Closing Statement") reflecting the Purchase Price and all prorations and disbursements set forth herein.

(b) Special Warranty Deed. A Special Warranty Deed for the Property, subject to Permitted Exceptions, matters that would be disclosed by an accurate survey of the Property and the Right of First Refusal described in Section 12.14 hereof.

(c) Owner's Affidavit. Escrow Agent's customary form owner's affidavit as to construction liens and possession.

(d) Authority. Such resolutions, certificates and/or organizational documents reasonably required by Escrow Agent.

(e) Non-Foreign Affidavit. An affidavit in form required by Section 1445 of the Internal Revenue Code and reasonably satisfactory to Buyer and its counsel, to the effect that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as such terms are defined in the Internal Revenue Code).

(f) Other Documents. Such other documents and items as may be reasonably requested by Buyer or Escrow Agent and customarily required to close transactions similar to the subject transaction in the state in which the Property is located.

7.3 Documents to be Delivered by Buyer. Buyer shall deliver to Seller at Closing the following, in each case duly executed and acknowledged, or otherwise completed and in proper form:

(a) Closing Statement. The Closing Statement.

(b) Other Documents. Such other documents and items as may be reasonably requested by Seller or Escrow Agent and customarily required to close transactions similar to the subject transaction in the state in which the Property is located.

7.4 Costs and Expenses.

(a) Escrow / Closing Fees. Seller and Buyer shall each be responsible for one-half (1/2) of any escrow and/or closing fee charged by Escrow Agent.

(b) Seller Costs. Seller shall be responsible for (i) the cost of all search and title commitment fees, and the premium for the owner's title insurance policy (including the premium for a GAP endorsement), provided that Buyer shall pay the cost of any loan policy, and any additional endorsements required by Buyer or its lender; and (ii) the Wisconsin real estate transfer fee.

(c) Buyer Costs. Buyer shall be responsible for (i) the premium for any loan policy and any endorsements required by Buyer or its lender other than a GAP endorsement; (ii) the cost of any survey for the Property; and (iii) the cost of Buyer's Investigations.

(d) Miscellaneous Costs. Except as otherwise provided herein, each of Seller and Buyer shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

Costs and expenses payable at or in connection with Closing may be allocated between Seller and Buyer on the Closing Statement.

7.5 Prorations and Adjustments. All prorations provided to be made "as of the Closing Date" shall each be made as of 12:01 a.m. on the Closing Date, and shall be deemed final at Closing. The following items shall, as applicable, be prorated between Buyer and Seller or credited to Buyer or Seller:

(a) Taxes and Special Assessments. Seller shall pay all real estate taxes and special assessments that were payable in all years prior to the year in which the Closing occurs.

Real estate taxes and annual installments of special assessments payable therewith that are payable in the year in which the Closing occurs shall be prorated between Seller and Buyer as of the Closing Date. If the amount of real estate taxes for the current year are not known as of Closing, prorations shall be based on the amount of real estate taxes for the immediately prior year. Taxes and special assessments (whether levied or pending) that are payable in years after the year in which the Closing occurs shall be assumed by Buyer.

(b) Other Items. Such other items as are customarily prorated in transactions of the type contemplated in this Agreement shall be prorated and/or paid in accordance with local custom in the county in which the Property is located. All prorations shall be made pursuant to this Section 7.5 shall be made as of the Closing Date, using the actual number of days of the year and month which shall have elapsed as of and including the Closing Date.

7.6 Possession. Subject to the Permitted Exceptions and the Right of First Refusal, possession of the Property shall be delivered to Buyer at Closing.

8. Termination and Default.

8.1 Default by Seller. If any of Seller's representations and warranties contained herein shall not be true and correct in all material respects on the Effective Date or on the Closing Date, or if Seller shall have failed to perform in all material respects any of the covenants and agreements contained herein to be performed by Seller (including Seller's obligation to close), or if Seller is otherwise in default under this Agreement, then in any such event, Buyer may, in the event that such condition is not remedied within ten (10) days after written notice by Buyer to Seller, in its sole discretion, elect as Buyer's sole remedy, either to: (a) terminate Buyer's obligations under this Agreement by written notice to Seller with a copy to Escrow Agent, in which event the Earnest Money shall be returned immediately to Buyer; or (b) file an action for specific performance.

8.2 Default by Buyer. If Buyer defaults under this Agreement by failing to close as required by this Agreement, then, in the event that such condition is not remedied within ten (10) days after written notice by Seller to Buyer, then except for the right of Seller to pursue indemnities made by Buyer under this Agreement (including, without limitation, under Section 4.1 above), Seller's sole and exclusive remedy shall be to receive the Earnest Money, together with all interest thereon, from the Escrow Agent as full liquidated damages in full settlement of any claim for damages at law or in equity. Where liquidated damages are provided for herein, Seller and Buyer acknowledge the difficulty of determining actual damages, that it is impossible to more precisely estimate the damages upon default, that the payment of the Earnest Money is not intended as a penalty but as full liquidated damages and that the amount of such Earnest Money constitutes a good faith estimate of the potential damages arising from default.

9. Risk of Loss.

9.1 Damages Greater than \$30,000. If before Closing and delivery of the deed, the Property is damaged or destroyed by fire or other casualty and the estimated cost of repair, restoration or replacement is more than Thirty Thousand and No/100 Dollars (\$30,000.00), Buyer shall have the right (i) to terminate this Agreement by written notice to Seller in which event the

Earnest Money shall be returned to Buyer, or (ii) to advise Seller in writing that it elects to accept title to the Property in its damaged condition, in which case Seller shall assign and turn over to Buyer all insurance proceeds payable or paid as a consequence of such casualty. In the event Buyer elects the option described in clause (ii) of the preceding sentence, Seller shall fully cooperate with Buyer in the adjustment and settlement of all insurance claims.

9.2 Damages Less Than \$30,000. Any damage to the Property from fire or other casualty costing less than Thirty Thousand and No/100 Dollars (\$30,000.00) to repair, restore or replace shall be repaired, restored or replaced by Seller prior to the Closing Date if reasonably possible, or else Buyer shall accept title to the Property in its damaged condition, in which case Seller shall give Buyer a credit at Closing for the actual cost to repair, restore or replace the Property to the condition it was prior to the damage, which cost shall not exceed \$30,000.00.

10. Condemnation. If any portion of the Property is condemned or under or subject to condemnation proceedings or threatened to be condemned pursuant to a notice of taking by appropriate authority prior to the Closing Date, Seller shall promptly notify Buyer and Escrow Agent of such facts. If a material portion of the Property is subject to such condemnation or condemnation proceedings or condemnation threat, then by notice given by Buyer to Seller and Escrow Agent, within ten (10) business days following Seller's notice to Buyer, Buyer shall elect in writing to either (a) terminate this Agreement whereupon the Earnest Money shall be paid to Buyer and thereafter all rights, obligations and liabilities of the parties shall terminate, except for those set forth herein which expressly survive the termination of this Agreement, or (b) consent to purchase the Property subject to the condemnation and Buyer shall receive an assignment from Seller of all of Seller's rights in and to any condemnation award, whereupon this Agreement shall continue in full force and effect and any award or payment in lieu of condemnation received by Seller prior to the Closing shall be credited against the cash portion of the Purchase Price at Closing. For purposes of this Section, a "material" portion of the Property is defined to mean a portion of the Property having a fair market value of \$30,000 or more, or a portion which would adversely affect the use of any remaining portion of the Property for its intended purpose (including access and parking). If Buyer shall fail to give notice of its election to Seller within said ten (10) business day period, then Buyer shall be deemed to have elected alternative (a) above in this Section. Seller shall not settle any condemnation or eminent domain proceeding without Buyer's consent.

11. Brokers. Seller and Buyer each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the. Seller and Buyer agree that each will indemnify, defend and hold the other free and harmless from the claims of any other broker, representative, employee, agent or other intermediary claiming to have represented Seller or Buyer, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. This mutual indemnity shall survive Closing and any termination of this Agreement.

12. Miscellaneous.

12.1 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be sufficiently made or given only when sent by (a) certified

mail, return receipt requested, (b) prepaid overnight commercial delivery service (such as FedEx, UPS or Airborne) with proof of delivery, or (c) electronic mail:

If to Seller:

City of Watertown, Wisconsin
P.O. Box 477
Watertown, WI 53094
Attention:
Email:

With a copy to:

Steven T. Chesebro, City Attorney
City of Watertown
P.O. Box 477
Watertown, WI 53094
Email: SChesebro@CityofWatertown.org

If to Buyer:

BASO Holdings LLC
450 East Horseshoe Road
P.O. Box 170
Watertown, WI 53094
Attention: Tyler Sopko
Email: tylersopko@baso.com

With a copy to:

Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202
Attention: Daniel W. Gentges, Esq.
Email: daniel.gentges@huschblackwell.com

If to Escrow Agent:

Wisconsin Title Service Co. Inc.
1716 Paramount Drive
Waukesha, WI 53186
Attention:
Email:

or to such other address as any party hereto shall designate by like notice given to the other parties hereto. All notices or other communications given or made as aforesaid shall be deemed to have been given and received on the date which is the earlier of: (i) actual receipt; (ii) the third (3rd) business day following the post marked date (affixed by the United States Postal Service), of the mailing thereof as aforesaid; (iii) one (1) business day following deposit thereof with an overnight commercial delivery service when sent by overnight commercial delivery service; or (iv) upon confirmation of receipt if sent by electronic mail.

12.2 Modification. Neither this Agreement nor any provision hereof may be modified or amended, except by an agreement in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

12.3 Successors, Assigns. This Agreement and all provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may assign this Agreement and its rights hereunder to an affiliate formed for the purpose of taking title to the Property.

12.4 Headings. The headings of the sections, subsections, paragraphs and subparagraphs of this Agreement are for purposes of convenience only and shall in no way affect the construction of any provision hereof.

12.5 Time of the Essence. Time is of the essence with respect to all times, dates and deadlines in this Agreement.

12.6 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable under applicable law, then the remainder hereof and the application of such provision to persons, entities and circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby.

12.7 Litigation. In the event any litigation arises out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection therewith including, without limitation, reasonable attorneys' fees and all costs of appeal including, without limitation, reasonable attorneys' fees incurred on appeal. This provision shall survive Closing or termination hereof.

12.8 Governing Law. This Agreement and all of the terms and provisions hereof and of the various instruments executed and delivered pursuant hereto shall be governed by the laws of the state in which the Property is located.

12.9 Counterparts; Signatures. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one and the same instrument. Signatures on this Agreement transmitted by facsimile and/or electronic mail shall be deemed originals for all purposes.

12.10 Non-Waiver. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent rights or obligations.

12.11 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

12.12 Entire Agreement. This Agreement, together with exhibits referenced herein, integrates and supersedes all other oral or written agreements and understandings of the parties and comprises the entire agreement among them with regard to the matters herein.

12.13 Option. In any case in which the Earnest Money is provided herein to be returned to Buyer, then nevertheless One Hundred and No/100 Dollars (\$100.00) thereof shall be

paid to or retained by Seller and deducted from the amount due Buyer, such One Hundred and No/100 Dollars (\$100.00) belonging to Seller in any and all events and shall in effect constitute option money, making this Agreement binding even if any conditions or provisions herein are entirely within the discretion or control of Buyer for any time period.

12.14 Right of First Refusal.

(a) At Closing, Buyer shall accept title to the Property subject to a right of first refusal in favor of Seller as hereinafter described, and otherwise in final form as mutually acceptable to Seller and Buyer. In the event: (a) Buyer does not commence construction of permanent improvements at the Property within twenty-four (24) months after the date of recording the deed to the Property; and (b) within said twenty-four (24) month period, Buyer attempts to sell, convey, transfer, assign or lease the Property to any party other than an affiliate of Buyer or to any party other than to a simultaneous third party purchaser of Buyer's property located immediately to the north of the Property and having the street address 450 East Horseshoe Road in the City of Watertown ("Buyer's Existing Property"), then Seller shall have a right of first refusal to re-acquire the Property in an amount equal to the Purchase Price set forth herein (the "Right of First Refusal"). The foregoing Right of First Refusal may be exercised by Seller upon providing Buyer with written notice of Seller's exercise at Buyer's primary business address. Any such notice of exercise shall be provided to Buyer by Seller at least fifteen (15) days prior to the date Seller desires to re-acquire title to the Property. Notwithstanding the foregoing, the Right of First Refusal will terminate automatically and be extinguished upon the earlier to occur of (x) Buyer's commencement of construction of permanent improvements at the Property or (y) 11:59 p.m. on the last day of the twenty-four (24) month period described above, without further need of a conveyance of termination or any other instrument from Seller.

(b) Notwithstanding the foregoing Right of First Refusal in favor of Seller, Buyer shall not be under any obligation, covenant or undertaking in favor of Seller to develop the Property, construct improvements upon the Property, conduct business operations from the Property and/or hire new employees for Buyer's business operations at the Property or at Buyer's Existing Property. Seller's sole remedy with respect to Buyer's future development and use of the Property is the Right of First Refusal.

(c) The agreements, undertakings and understandings set forth in or otherwise contemplated by this Section 12.14 shall survive Closing.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Buyer execute and deliver this Agreement as of the dates set forth below.

SELLER:

CITY OF WATERTOWN, WISCONSIN


By: _____
Name: _____
Title: Mayor

By: _____
Name: _____
Title: Clerk

Dated: December ____, 2022

BUYER:

BASO HOLDINGS LLC

By: 
Name: GEORGE SOPKO
Title: OWNER / PRESIDENT

Dated: December ____, 2022

**EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT**

Depiction of the Property

