

**ADDENDUM A TO OFFER TO PURCHASE**  
**dated January 26, 2026**  
**by Jason Burke and/or assigns, Buyer**

The following terms and conditions shall be deemed to be a part of the foregoing attached Offer to Purchase dated January 26, 2026, ("Offer") for the real estate described in the Offer ("Property"). The terms of this Addendum shall supersede any conflicting provisions in the Offer.

- I. Contingencies: Buyer's and Seller's obligation to conclude this transaction shall be contingent upon the following:
- A. Buyer's Contingency (Review Period)**: Buyer shall have up to and including June 1, 2026 (the "Review Period") to conduct physical inspections of the Property, to obtain all governmental and other approvals and permits deemed necessary by Buyer to allow the Buyer to use the Property for Buyer's intended use, to review the title insurance commitment, survey and Seller Documents (as defined in II C. below). If Buyer is dissatisfied for any reason with the Property or any of Seller Documents, or is unable to obtain such approvals or permits for any reason whatsoever, Buyer may terminate this Offer by giving written notice of termination to Seller at any time during the Review Period. If Buyer so terminates this Offer during the Review Period, Seller shall promptly return all earnest money to Buyer.
  - B. Wetland Delineation Contingency**: This Offer is contingent upon Seller providing a wetland delineation of the Property, dated within the last six (6) months by May 1, 2026. Buyer shall have up to and including June 1, 2026 to review the wetland delineation and determine whether the delineation is acceptable for Buyer's intended use of the Property. If Buyer determines, in Buyer's sole discretion, that the wetland delineation is unacceptable for Buyer's intended purpose, Buyer may terminate this Offer by delivering written notice to Seller on or before the expiration of the Review Period, in which event all earnest money shall be returned to Buyer and this Offer shall be null and void.
  - C. ALTA Survey**: Seller shall provide to Buyer, at Seller's expense, on or before June 1, 2026, an ALTA boundary survey of the Property dated and stamped within 6 months prior to closing, prepared by a certified Wisconsin surveyor showing all property lines, improvements, encroachments, easements, alleys and adjoining roadways, cross-parking easements, and utility installations located therein. Such survey shall be in satisfactory form and accompanied by any required surveyor's report sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy at no additional cost to Buyer. If the Survey shows the existence of conditions that would be detrimental to the Buyer's intended use on the Property, Buyer shall have the option (a) to terminate the Offer by written notice to Seller within three (3) days of delivery of the Survey whereby this Offer shall be null and void and all earnest money paid hereunder shall be returned to Buyer forthwith or (b) if such condition is subject to correction, to request Seller, at Seller's option and sole discretion and at its sole cost and expense, to correct such condition as promptly as possible, exercising due diligence, in which case the closing shall be extended for a commensurate period.
  - D. Environmental/Soils Inspection**: This Offer is contingent upon Buyer obtaining, at Buyer's sole cost and expense, a written report from a qualified environmental consultant and a geotechnical soil investigation up to and including June 1, 2026, for the purpose of detecting the presence of air pollutants, water pollutants, processed waste water, solid and hazardous wastes, soil conditions, or any other toxic substance or environmental condition that would

have a material adverse impact on Buyer's anticipated use of the Property. Such tests may include a Phase I and/or Phase II environmental audit of the Property. In the event such Phase I and/or Phase II environmental audit is conducted and yields results that indicate the existence of levels of environmental contamination on the Property, Buyer may, in Buyer's reasonable discretion, terminate this Offer in writing, in which case this Offer shall be null and void and all earnest money paid hereunder shall be returned to Buyer forthwith.

- E. Start of Construction Agreement Contingency:** This Offer is contingent upon Buyer and Seller mutually negotiating and executing a written Start of Construction Agreement ("Construction Agreement") on or prior to June 1, 2026. The Construction Agreement shall address the terms, conditions, timing, and obligations of the parties relating to the commencement of construction on the Property and must be acceptable to both Buyer and Seller in their respective sole discretion. If Buyer and Seller do not reach and execute a mutually acceptable Construction Agreement within the 180-day period, Buyer may terminate this Offer by delivering written notice to Seller prior to the expiration of the 180-day period, in which event all earnest money shall be promptly returned to Buyer and this Offer shall be null and void.

#### **Contingencies Waived or Satisfied:**

If Buyer does not provide Seller written notice on or prior to June 1, 2026 that the contingencies set forth in the Offer have not been satisfied or waived, the contingencies shall automatically be deemed to be waived and satisfied.

#### **II. Additional Provisions:**

- A. Access to Property:** Seller agrees that Buyer shall have full and complete access to the Property to go upon the Property for the purpose of completing physical inspections, soil borings and testings, environmental audits, excavation and engineering testing, surveying and topography measurements, and any work related thereto ("Buyer's Due Diligence Activities"), all at Buyer's sole cost. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer or Buyer's contractors shall maintain liability insurance for all such activities on the Property. At the conclusion of Buyer's Due Diligence Activities, any material damage to the Property caused thereby shall be repaired, and the Property shall be restored to substantially the condition existing prior to Buyer's Due Diligence Activities at the sole cost and expense of Buyer. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims or liability arising from Buyer's Due Diligence Activities, except that such indemnification shall not apply to claims and liabilities related to Property conditions discovered during performance of said Due Diligence Activities.
- B. Earnest Money Escrow Payment:** Buyer shall deliver to the Title Company any and all earnest money deposits as required in the Offer.

Title Company shall hold and disburse these funds in accordance with the terms of the Offer, and shall rely upon a good faith decision based upon advice of an attorney not representing any party to the Offer. In addition, in the event of a dispute and Title Company's inability to comply with any of the foregoing provisions for payment, Title Company may deposit the funds into the Circuit Court for Jefferson County where the Property is located, and thereafter be relieved from responsibility. On any disbursement to which the Buyer and Seller do not agree, Title Company shall send written notice to all parties of the intent to disburse. The

notice shall state to whom, the amount and when the disbursement will be made, and the disbursement shall not occur until at least ten (10) days after mailing the notice.

Title Company shall not be liable for any acts or omissions performed in good faith pursuant to this Offer. Also, the undersigned parties shall hold Title Company harmless from all reasonable actions taken in accordance with this Offer and agree to share all out-of-pocket expenses incurred by Title Company, which may arise out of this Offer.

- C. Seller Documents:** Seller agrees to provide Buyer, within ten (10) days following acceptance of this Offer, copies of any documents available to or in Seller's possession relating to a survey of the property, environmental reports, floor plans, proposed construction plans, leases or other property related data.
- D. Insulation, Asbestos, Lead, Radium and Radon Gas:** The parties are aware that newspaper and other public information indicated that urea-formaldehyde foam insulation, asbestos, lead, radium, toxic substances and naturally occurring radon gas pollution, within a structure, or in soils or water supplies, could represent a serious health hazard. Seller states to the best of Seller's knowledge that this Property does not contain urea-formaldehyde foam insulation or asbestos and has not had a history of radon gas pollution or abnormal concentrations of lead, radium or toxic substances. Broker and Broker's agents make no representation or warranties regarding such matters and Buyer is encouraged to inspect and test the Property regarding such matters.
- E. Closing:** If Buyer does not terminate this Offer during the Contingency Period, closing of the purchase and sale of the Property, shall occur within ten (10) days after the date Buyer waives or satisfies all of its contingencies set forth in this Offer. Buyer may, at its sole option, elect to close the purchase of the Property at any time prior to said date, upon five (5) days prior written notice to Seller. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
- F. Assignment of Offer to Purchase:** Buyer may assign this Offer by one or more successive assignments at any time prior to the closing of this transaction. Upon any such assignment, the assignee shall have all the rights and obligations of Buyer hereunder and Buyer shall thereupon, automatically and without the execution of further instruments or documents, be relieved and released from any obligations hereunder.
- G. Authorization to Sign Documents:** Buyer and Seller represent and warrant to each other that the individuals signing this Offer and Addendum on behalf of Buyer and Seller are duly authorized and have full written authority to so sign and to bind the respective parties to the provisions hereof.
- H. Electronic Signature/s:** Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.
- I. Legal Counsel:** Anderson Commercial Group, LLC makes no representation as to the accuracy or completeness of the disclosures made in this Offer to Purchase. The Buyer and Seller are advised to be represented by their attorneys in the preparation, review and signing of this Offer to Purchase and all other legal documents associated with the purchase/sale of this Property.

Entire Agreement: This agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties.

In witness whereof, Seller and Buyer have caused this Addendum A to be executed on the date written below, their respective signatures, to be effective as of the full executed date of the Offer.

**Buyer: Jason Burke and/or assigns**

By: \_\_\_\_\_  
Jason Burke

Date: \_\_\_\_\_

**Seller: City of Whitewater and/or assigns**

By: \_\_\_\_\_

Date: \_\_\_\_\_