

Approved by the Wisconsin Real Estate Examining Board  
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

Devout Real Estate Group, LLC  
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**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON January 5, 2026 [DATE] IS (AGENT OF BUYER)

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

3 The Buyer, Kyle Swalheim, Hailey Swalheim,

4 offers to purchase the Property known as [Street Address] 455 Howard Road

5

6 in the City of Whitewater, County

7 of Walworth Wisconsin (insert additional description, if any, at lines 548-570 or

8 in an addendum per line 592), on the following terms:

9 **PURCHASE PRICE** The purchase price is Three Hundred Five Thousand

10 Dollars (\$305,000.00 ).

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

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

13 Refrigerator, Dishwasher, Microwave, Washer, Dryer

14

15

16

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

18 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at lines 12-16) and the following: Sellers personal property. Water Softener Rented

21

22

23

24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**

25 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations and docks/piers on permanent foundations.

37 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water treatment systems, LP tanks, etc.) on lines 20-23 or at lines 548-570 or in an addendum per line 592).**

39 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer 40 on or before 01/06/2026@10am. Seller may keep the

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

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

43 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical 44 copies of the Offer.

45 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

47 **CLOSING** This transaction is to be closed on February 6, 2025 at the place selected by Seller,

48 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state 50 holiday, the closing date shall be the next Business Day.

51 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently 52 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real 53 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money 54 transfer instructions.**

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55 **EARNEST MONEY**56  EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

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

58  EARNEST MONEY of \$ 1,000.00 \_\_\_\_\_ will be mailed, or commercially, electronically  
59 or personally delivered within 5 days ("5" if left blank) after acceptance.

60 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as \_\_\_\_\_)

61 ) **STRIKE THOSE NOT APPLICABLE**

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

63 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.**64  THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.65  **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
66 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
67 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
68 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
69 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
70 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
71 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
72 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
73 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
74 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
75 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.76  **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
77 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
78 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
79 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
80 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
81 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
82 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
83 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
84 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
85 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.86 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
87 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
88 this Offer except:89 90 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
91 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
92 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.93 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units  
94 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never  
95 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
96 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.  
97 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance  
98 of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer  
99 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind  
100 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have  
101 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,  
102 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional  
103 information regarding rescission rights.104 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
105 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in  
106 Seller's Real Estate Condition Report dated August 18, 2026, which was received by Buyer prior to Buyer signing  
107 this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
108 \_\_\_\_\_

109 \_\_\_\_\_

110 \_\_\_\_\_

111 \_\_\_\_\_ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

112 "Conditions Affecting the Property or Transaction" are defined to include:

113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the  
114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

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115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or  
117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.

118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke  
119 detector or carbon monoxide detector laws.

120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.

121 e. Rented items located on the Property such as a water softener or other water conditioner system.

122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water  
123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other  
124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic  
125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on  
126 but not directly serving the Property.

127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential  
128 properties built before 1978.**

129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
130 substances on neighboring properties.

131 h. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
132 Property or in a well that serves the Property, including unsafe well water.

133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other  
134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned  
135 according to applicable regulations.

136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground  
137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the  
138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,  
139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an  
141 "LP" tank on the Property.

142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling  
143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose  
144 district, such as a drainage district, that has authority to impose assessments.

145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting  
146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving  
147 the Property without required state or local permits.

148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
149 and there are common areas associated with the Property that are co-owned with others.

150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin  
152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures  
153 related to shoreland conditions, enforceable by the county.

154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the  
155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited  
156 to, private rights-of-way and easements other than recorded utility easements.

157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of  
163 which the Property owner is a member.

164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
165 driveway) affecting the Property.

166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance  
167 claims relating to damage to the Property within the last five years.

168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or  
171 other insect infestations.

172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one  
173 or more burial sites on the Property.

174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.

175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or  
 177 excessive sliding, settling, earth movement or upheavals.

178 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
 179 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
 180 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
 181 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
 182 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
 183 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
 184 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
 185 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

193  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection  
 195 of the Property after the date on line 1 of this Offer that discloses no Defects.

196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
 197 inspection of premises

198 \_\_\_\_\_ (list any Property component(s)  
 199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
 201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent  
 202 inspector or independent qualified third party.

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

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

206 This contingency shall be deemed satisfied unless Buyer, within 10 days ("15" if left blank) after acceptance, delivers  
 207 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
 208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

210 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
 211 of which Buyer had actual knowledge or written notice before signing this Offer.

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the  
 213 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or  
 214 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life  
 215 of the premises.**

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

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

218 (1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
 219 stating Seller's election to cure Defects;

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

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

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

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

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

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

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

227  **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the  
 228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable  
 229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards  
 230 indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE**  
 231 ("Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance delivers  
 233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi/L or higher and written notice objecting to  
 234 the radon level in the report.

Property Address: 455 Howard Road, Whitewater, WI 53190235 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

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

237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,  
238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by  
239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L  
240 no later than three days prior to closing.

241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

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

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

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

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

246 **NOTE: For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.**247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**248  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
249 **Conventional** [loan type or specific lender, if any] first mortgage loan commitment as described  
250 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than  
251 \$ 279,000.00 for a term of not less than 28 years, amortized over not less than 30 years. Initial  
252 monthly payments of principal and interest shall not exceed \$ 1,763.00. Buyer acknowledges that lender's  
253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
255 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan  
256 sources or obtaining a construction loan or land contract financing, describe at lines 548-570 or in an addendum attached  
257 per line 592. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
259 lender's appraiser access to the Property.260 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
261 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
262 shall be adjusted as necessary to maintain the term and amortization stated above.263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**264  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 6.500 %.265  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_. The initial interest rate  
266 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % ("2" if  
267 left blank) at the first adjustment and by not more than \_\_\_\_\_ % ("1" if left blank) at each subsequent adjustment.  
268 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_ % ("6" if  
269 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.270 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
273 (even if subject to conditions) that is:

274 (1) signed by Buyer; or

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

276 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
277 this contingency.278 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
279 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
280 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**281 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.  
282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
283 written loan commitment from Buyer.284 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
285 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
286 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
287 unavailability.288  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or

290 (2) the Deadline for delivery of the loan commitment set on line 250

291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same  
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
295 worthiness for Seller financing.

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

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

300 (2) \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

301 302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
 303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
 304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
 305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
 306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
 307 access for an appraisal constitute a financing commitment contingency.

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

312 This contingency shall be deemed satisfied unless Buyer, within 21 days after acceptance, delivers to Seller a copy  
 313 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
 314 to the appraised value.

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

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

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

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

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

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

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

327 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

328  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
 329 Buyer's property located at \_\_\_\_\_

330 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this  
 331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification  
 332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds  
 333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or  
 334 proof of bridge loan shall not extend the closing date for this Offer.

335  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
 336 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
 337 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;

339 (2) Written waiver of \_\_\_\_\_

340 \_\_\_\_\_ (name other contingencies, if any); and

341 (3) Any of the following checked below:

342  Proof of bridge loan financing.

343  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
 344 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

345 Other: \_\_\_\_\_

346 \_\_\_\_\_ [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

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

355 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
 356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

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357 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is  
 358 stricken).

359 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
 360 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
 361 association assessments, fuel and \_\_\_\_\_.

362

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

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

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

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

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

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

372

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

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

382 **TITLE EVIDENCE**

383 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
 384 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
 385 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
 386 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
 387 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate  
 388 Condition Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_.

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

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

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

399 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
 400 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
 401 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
 402 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
 403 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-  
 404 415).

405 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
 406 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days  
 407 before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the  
 408 proceeds of closing and standard title insurance requirements and exceptions.

409 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 410 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the  
 411 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said  
 412 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the  
 413 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.  
 414 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

415 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
 416 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments

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418 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
 419 describing the planned improvements and the assessment of benefits.

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

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

429 \_\_\_\_\_  
 430 \_\_\_\_\_ Insert additional terms, if any, at lines 548-570 or attach as an addendum per line 592.

431 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

477 the Property.

478 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by 479 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no 480 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, 481 and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in 483 this Offer at lines 548-570 or in an addendum attached per line 592, or lines 426-430 if the Property is leased. At time of 484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except 485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given 486 subject to tenant's rights, if any.

487 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and 488 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting 489 party to liability for damages or other legal remedies.

490 If Buyer defaults, Seller may:

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

494 If Seller defaults, Buyer may:

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

497 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability 498 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party 499 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. 500 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the 501 arbitration agreement.

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

507 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller 508 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds 509 and inures to the benefit of the Parties to this Offer and their successors in interest.

510 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons 511 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
512 or by telephone at (608) 240-5830.

513 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC) 514 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the 515 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding 516 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign 517 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the 518 amount of any liability assumed by Buyer.

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

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a 523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers 524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified 526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's 527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, 528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this 529 Offer and proceed under lines 494-501.

530 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the 531 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding 532 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, 534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

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536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
 537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
 538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

539 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

540 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
 541 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
 542 FIRPTA.

543  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
 544 1.5% (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
 545 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
 546 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
 547 beneficiary of this contract.

548 **ADDITIONAL PROVISIONS/CONTINGENCIES**

549

550 **This Offer is contingent upon Buyer securing final approval of a \$25,000 down payment**  
 551 **grant from the City of Whitewater within 10 days of acceptance. If the grant is denied or**  
 552 **not approved within this period, Buyer may terminate the Offer, and all earnest money**  
 553 **shall be returned.**

554  
 555 **The drafting agent is related to the buyer and hereby discloses this relationship..**

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571 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
 572 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
 573 574-589.

574 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
 575 line 576 or 577.

576 Name of Seller's recipient for delivery, if any: Johnathan Marshall

577 Name of Buyer's recipient for delivery, if any: Sarah Gabrielse

578  (2) **Fax:** fax transmission of the document or written notice to the following number:

579 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_)

580  (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a  
 581 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
 582 address at line 585 or 586.

583  (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
 584 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

585 Address for Seller: \_\_\_\_\_

586 Address for Buyer: \_\_\_\_\_

587  (5) **Email:** electronically transmitting the document or written notice to the email address.

588 Email Address for Seller: jonmarshall@hotmail.com

589 Email Address for Buyer: sarahg@devoutrealestate.com

590 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
 591 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

592  **ADDENDA:** The attached RECR, ADS, AD B is/are made part of this Offer.

593 This Offer was drafted by [Licensee and Firm] Sarah Gabrielse Devout Real Estate LLC

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

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

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

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

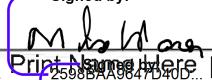
01/05/2026

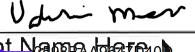
606 (x)  Kyle Swalheim Buyer's Signature ▲ Print Name Here ▶ Kyle Swalheim Date ▲ 01/05/2026

608 (x)  Hailey Swalheim Buyer's Signature ▲ Print Name Here ▶ Hailey Swalheim Date ▲

610 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
 611 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
 612 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
 613 **COPY OF THIS OFFER.**

Signed by:

614 (x)  M. Mason Seller's Signature ▲ Print Name Here ▶ Michael Mason Date ▲ 1/5/2026

616 (x)  V. Mason Seller's Signature ▲ Print Name Here ▶ Valerie Mason Date ▲ 1/5/2026

618 This Offer was presented to Seller by [Licensee and Firm] Jon Marshall - Tincher Realty Inc.

619 \_\_\_\_\_ on 1/5/26 at 4pm a.m./p.m.

620 This Offer is rejected Seller Initials ▲ Date ▲ This Offer is countered [See attached counter] Seller Initials ▲ Date ▲

Devout Real Estate Group, LLC

Page 1 of 3, WRA Addendum B

WISCONSIN REALTORS® ASSOCIATION  
4801 Forest Run Road Madison, WI 53704

**ADDENDUM B TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated January 5, 2026, made by Kyle Swalheim,  
 2 Hailey Swalheim (Buyer), with respect to the Property at  
 3 455 Howard Road, Whitewater, WI 53190.

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

6 **CAUTION: Buyer must include contingencies in this Offer for tests or inspections Buyer wishes to conduct.**  
 7 **Testing or inspection without a contingency is prohibited. Specific addenda are available for testing or evaluation**  
 8 **of Lead-Based Paint, Wetlands and Lead/Arsenic Pesticides.**

9  **WELL WATER TESTING CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_  
 10 days (after acceptance)(prior to closing) STRIKE ONE ("prior to closing" if neither is stricken), a current written report from  
 11 a state-certified or other independent qualified lab that indicates that the well(s) is/are supplying water that is within the  
 12 levels established by federal or state laws or guidelines regulating public water systems for safe human consumption,  
 13 relative to the following substances: bacteria (total Coliform and E.coli), nitrate, arsenic and \_\_\_\_\_  
 14 . (Note: If desired by Buyer or required by Buyer's  
 15 lender, insert other substances that may affect drinking water safety such as atrazine, pesticides, lead, nitrite, copper,  
 16 radium, radon, etc., or that may affect water aesthetics, such as iron, sulfur bacteria, etc. See the DNR Web site at  
 17 <https://dnr.wisconsin.gov/topic/DrinkingWater/contaminants.html> for information).

18 (Buyer)(Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including all  
 19 costs. All water samples used for testing shall be taken after binding acceptance of this Offer by a licensed plumber or  
 20 other independent, qualified person.

21 Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

22 **See lines 52-70 regarding Contingency Satisfaction and the Right to Cure.**

23  **WELL SYSTEM(S) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than \_\_\_\_\_  
 24 days (after acceptance)(prior to closing) STRIKE ONE ("prior to closing" if neither is stricken), a current  
 25 written Property Transfer Well(s) and Pressure System(s) Inspection report from a Wisconsin licensed well driller or a  
 26 Wisconsin licensed pump installer competent to inspect well systems, which indicates that the \_\_\_\_\_  
 27 [state kind of well(s), e.g., point driven, number of wells, etc., if known] well(s) and  
 28 pressure system(s) complies with code. (Buyer)(Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible  
 29 for obtaining the report(s), including all costs.

30  **CHECK IF APPLICABLE** The Party ordering the inspection shall request that well capacity/water yield information  
 31 be provided, in writing, along with the Property Transfer Well(s) and Pressure System(s) Inspection results form.

32 **If the well is inspected, the Well Water Testing Contingency is automatically selected and included in this Offer.**  
 33 See <https://dnr.wi.gov/files/pdf/pubs/dg/DG0091.pdf> for well inspection and water testing information.

34 Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

35 **See lines 52-70 regarding Contingency Satisfaction and the Right to Cure.**

36  **PRIVATE SANITARY SYSTEM (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer  
 37 receiving, no later than 15 days (after acceptance)(prior to closing) STRIKE ONE ("prior to closing" if neither is  
 38 stricken), a current written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted  
 39 service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septic operator, and/or a  
 40 certified soil tester, which indicates that the POWTS conforms to the code in effect when the POWTS was installed and is  
 41 not disapproved for current use, and is hydraulically functional and structurally sound.

42 **NOTE: This may include a records review to confirm installation date and specifications observed by the**  
 43 **installer. Different professionals may be needed to inspect different system components. This contingency does**  
 44 **not authorize soil testing.**

45 See <https://dpsp.wi.gov/Documents/Programs/POWTS/GrassGreener.pdf> for additional POWTS information.

46 If required by the inspector, the POWTS is to be pumped at time of inspection.

47 (Buyer)(Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), pumping the  
 48 POWTS if required by the inspector, and for all other costs.

49 Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

50 **See lines 52-70 regarding the Contingency Satisfaction and Right to Cure.**

51 **Buyer is advised to check with the county and local municipality for additional POWTS requirements.**

52 **■ CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [Well Water, Well System(s)  
 53 Inspection or Private Sanitary System(s) (POWTS) Inspection on lines 9-51] shall be deemed satisfied unless Buyer,  
 54 within 5 days of the deadline for delivery or receipt of said report(s), delivers to Seller a copy of the written report(s) and a

55 written notice listing the Defect(s) identified in those report(s) to which Buyer objects or stating why the report(s) do(es)  
 56 not satisfy the standard set forth in the contingency(ies) selected (Notice of Defects).

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

58 **RIGHT TO CURE:** If Seller has the right to cure, Seller may satisfy this contingency by:

59 (1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating  
 60 Seller's election to cure Defects;

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

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

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

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

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

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

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

68 This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the deadline for delivery of the report(s),  
 69 stating Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the  
 70 report(s)].

**71 ■ WELLS AND WELL WATER:**

72 **Required Well Water Testing.** *Per Wis. Admin. Code § NR 812.44, if a property transfer well inspection is conducted  
 73 the licensed well driller or a licensed pump installer conducting the inspection is required to collect well water  
 74 samples for bacteria (total Coliform and E.coli), nitrate, and arsenic testing.*

75 **Well Water Chlorination.** If the initial well water report indicates bacteriological contamination and Seller has the right to  
 76 cure, Seller may chlorinate the well and retest up to two times, with the deadlines for the Buyer's receipt of the report and  
 77 for closing extended for up to 14 days. After a report of bacteriological contamination, Seller must produce two safe water  
 78 reports to satisfy the well water contingency, unless otherwise agreed in writing.

79 **Well Water Mediation.** If a well water test report reveals elevated levels of a contaminant, the Parties may request  
 80 suggestions regarding mediation from the well driller or pump installer who inspected the well or seek information or from  
 81 any licensed well driller or licensed pump installer.

82 **■ ABANDONED WELLS:** If Seller has notice or knowledge of an abandoned well(s) on the Property, or any other well(s)  
 83 required to be closed per applicable law, or Seller is made aware of such a well(s) prior to closing, Seller shall, prior to  
 84 closing, close the well(s) at Seller's expense and provide Buyer with documentation of closure in compliance with  
 85 applicable codes or provide Buyer with documentation evidencing the well(s) was previously closed in compliance with the  
 86 applicable codes in effect at the time of closure.

87 **■ "POWTS:"** Private Onsite Wastewater Treatment Systems or POWTS is the terminology used by the Wisconsin  
 88 Department of Safety and Professional Services and sanitary system professionals, as well as in Wis. Admin. Code  
 89 Chapter SPS 383, when referring to a private sanitary system. A modification to an existing POWTS, including the  
 90 replacement, alteration or addition of material or components, shall conform to current code as stated in Wis. Admin.  
 91 Code Chapter SPS 383. Modification of one part of a POWTS may affect the performance or the operation of other parts  
 92 of the POWTS thereby necessitating further modifications for the other parts to remain compliant.

93 **■ UTILITY SERVICE:** Seller shall be responsible for providing electric, water service and/or other utility service as  
 94 necessary for any inspection or testing unless otherwise designated in Additional Provisions on lines 137-157.

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

98  **SHARED WELL AGREEMENT:** This Offer is contingent upon Seller, at Seller's expense, delivering to Buyer a copy  
 99 of an acceptable shared well agreement no later than \_\_\_\_\_ days (after acceptance) (prior to closing) **STRIKE ONE**  
 100 ("after acceptance" if neither is stricken) of this Offer. The shared well agreement shall be acceptable if it provides an  
 101 equal allocation of all operation and maintenance expenses to each property sharing the well, limits use of the well to  
 102 residential purposes, allows reasonable access to the well as needed for necessary maintenance and repairs, and  
 103 prohibits use for filling a swimming pool serving the Property, except for "topping off" for loss from evaporation. This  
 104 contingency shall be deemed satisfied unless Buyer, within 5 days of the deadline for Seller's delivery of the agreement  
 105 delivers to Seller a written notice listing the terms and conditions of the agreement to which Buyer objects. Upon receipt of  
 106 said notice Seller shall then have 10 days to cure said objections and provide Buyer with written evidence of same and  
 107 the time for closing shall be extended accordingly. If the agreement has not already been recorded, it shall be provided in  
 108 recordable form, with recording fees to be Seller's expense at closing. If Seller is unable to cure, Buyer shall deliver a  
 109 notice of termination to Seller and this Offer shall be null and void. This Offer shall be null and void if Buyer delivers notice  
 110 to Seller, within 5 days of the delivery deadline, stating Seller failed to deliver a copy of the shared well agreement.

111  **SHARED DRIVEWAY AGREEMENT:** This Offer is contingent upon Seller, at Seller's expense, delivering to Buyer a  
 112 copy of a shared driveway agreement no later than \_\_\_\_\_ days (after acceptance) (prior to closing) **STRIKE ONE**  
 113 ("after acceptance" if neither is stricken) of this Offer. The agreement shall provide appurtenant rights for ingress and  
 114 egress benefitting the parties and that the parties to the agreement share equally in the rights, expenses, and obligations

115 relating to use and maintenance of the shared driveway. This contingency shall be deemed satisfied unless Buyer, within  
 116 5 days of the deadline for Seller's delivery of the agreement, delivers to Seller a written notice listing Buyer's specific  
 117 objections to the terms and conditions of the agreement. Upon receipt of said notice Seller shall have 10 days to cure said  
 118 objections and the time for closing shall be extended accordingly. If the agreement has not already been recorded, it shall  
 119 be provided in recordable form, with recording fees to be Seller's expense at closing. If Seller is unable to cure, Buyer  
 120 shall deliver a notice of termination to Seller and this Offer shall be null and void. This Offer shall be null and void if Buyer  
 121 delivers notice to Seller, within 5 days of the delivery deadline, stating Seller failed to deliver a copy of the shared  
 122 driveway agreement.

123  **UNDERGROUND OR ABOVEGROUND FUEL STORAGE TANK(S) CURRENTLY NOT IN USE:** Buyer and Seller  
 124 acknowledge that, as of the date of acceptance of this Offer, there is an underground (UST), aboveground (AST) or  
 125 basement fuel tank(s) on the Property that currently is not being used. (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is  
 126 stricken) shall assume all responsibility, including the cost for the closure, abandonment or removal of the tank(s). If Seller  
 127 is responsible, closure, abandonment, or removal shall be done no later than \_\_\_\_\_ days ("5" if left blank) prior to  
 128 closing per applicable state law requirements. Seller shall, at least 5 days prior to closing, deliver to Buyer written  
 129 confirmation that the tank(s) and related components have been closed, including a copy of any applicable contractor's  
 130 report and any required Department of Agriculture, Trade and Consumer Protection (DATCP) registration. If Seller does  
 131 not deliver written confirmation at least 5 days prior to closing, Buyer may deliver a notice of termination and this Offer  
 132 shall be null and void. For tank closure information, see <https://datcp.wi.gov/Documents/AbandonedTanksFactSheet.pdf>  
 133 and <https://datcp.wi.gov/Documents/PermanentClosureStorageTanksFactSheet.pdf>. For closure of basement tanks, see  
 134 Wis. Admin. Code § ATCP 93.315 at [https://docs.legis.wisconsin.gov/code/admin\\_code/atcp/090/93/iii/315](https://docs.legis.wisconsin.gov/code/admin_code/atcp/090/93/iii/315).

135  **DEFAULT NUMBER OF DAYS:** Default number of days is 20 if nothing is entered on blank lines requiring entry of a  
 136 number of days and there is no specific default stated within the provision.

137  **ADDITIONAL PROVISIONS:** \_\_\_\_\_

138 \_\_\_\_\_  
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158  **READING:** By initialing and dating below, each Party acknowledges they have received and read a copy of this  
 159 Addendum.

160 (X)  01/05/2026  01/05/2026  
 161 (Buyer(s)' Initials) ▲ (Date) ▲

(X)   Initial  
 (Seller(s)' Initials) ▲  Signed by:  
 1/5/2026  
 2598BAA9647D40D... (Date) ▲

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**January 5, 2026**

**KYLE B SWALHEIM  
HAILEY B SWALHEIM  
708 VINEYARD DR APT 18  
CAMBRIDGE, WI 53523**

**RE: PROPERTY PURCHASE APPROVAL  
455 HOWARD RD  
WHITEWATER, WI 53190**

**Congratulations Kyle & Hailey!**

**Please allow this letter to confirm that you are approved to purchase the property based on the information you provided at application.**

**Final approval will be contingent upon an acceptable appraisal for:**

**455 Howard Rd  
Whitewater, WI 53190**

## **LOAN INFORMATION**

**LOAN PROGRAM: 30 YR FIXED  
LOAN PURPOSE: Purchase  
ESTIMATED INTEREST RATE: < 6.500%  
RATE LOCKED: NO**

**If you have any questions regarding this, please do not hesitate to contact me directly at (920) 563-7305 ext. 556.  
Happy Holidays!**

Andres Morales

[amorales@fortcommunity.com](mailto:amorales@fortcommunity.com)

Your feedback is important to us! Please review us on [Zillow](#).

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