Land Title Services, Inc.
Land Closing Services, Inc.

ADDENDUM "A"

(Contains optional and fill-in provisions)

This addendum are made part of the Offer to Purchase dated _____ signed by _____ for the property known as _____ and all parties agree to all of the following terms and conditions.

CASH OFFER: (strike if not applicable) This is a cash offer and is not contingent upon financing. If Buyer fails to deliver to Seller within 10 days of acceptance, written evidence from a financial institution showing adequate funds which will be available at closing. Seller may, by written notice, cancel this contract after said 10 day period, but prior to delivery of such evidence.

FINANCING CONTINGENCY - ADDITIONAL TERMS: A. In the event Buyer accepts or agrees to financing with terms different from the financing terms set forth herein, and receives a firm written mortgage loan commitment for such financing, Buyer waives the right to cancel this contract on the basis of such difference(s) in the terms of said financing and the offer shall be deemed amended accordingly. Buyer and Seller agree to cooperate in fulfilling this contingency.

B. Seller may terminate this contract if Buyer fails to deliver to Seller, within five (5) days after Buyer's receipt of Seller's written request, verification of having made a formal application for financing.

C. Seller agrees to pay at closing to Buyer's lender, on Buyer's behalf, a loan cost credit, not to exceed $_____ **(Zero if not filled in).** Buyer agrees to pay any and all costs of obtaining financing in excess of any costs that Seller may have agreed to pay on Buyer's behalf. There may be additional cost for the first year premium for private mortgage insurance and for fire and extended coverage insurance. Flood insurance, if required, may be in addition to the stated monthly payment.

D. If this Offer is contingent on FHA or VA loan, it is also contingent upon both Buyer and Seller executing an amendment to this contract (which will effectively relieve Buyer of any obligations to purchase this property if it fails to appraise for the purchase price). And Seller agrees to pay lender at time of closing, a tax service fee not to exceed $100.00.

E. A loan Commitment which is contingent on the sale of other property, shall not be a loan commitment satisfying the financing contingency, unless this contract is contingent on the sale of other property.

TAX PRORATIONS - All parties agree that those sections of the offer to purchase which address proration of the net general real estate taxes shall be changed and modifed to be in accord with the following: If the real estate taxes for the year of closing are not known at least 5 days prior to date set for closing, the tax proration rate shall be based on _____% **(100% if not filled in)** of the net general taxes for the year prior to closing. Further, the proration shall be made after deduction for lottery tax credit.

PROPERTY INSPECTION: Buyer has the right and responsibility to (and Broker recommends that Buyer) utilize an inspection contingency to obtain inspections by qualified independent inspectors. Buyer should also independently investigate and verify all factors and attributes material to Buyer's purchase and anticipated use. Seller's Real Estate Condition Report may show defects with the subject property. There may be other defects which are unknown to Seller or Broker. All inspections shall be a Buyer's expense unless otherwise specified.

HOME WARRANTY PROGRAM: Buyer has been informed of the availability of a Home Protection/Warranty Plan and hereby **(waives) (accepts) (strike one – coverage waived if neither is stricken)** such coverage at a cost not to exceed $_____, **(Zero if not filled in)** to be paid at closing by **(Seller) (Buyer) (STRIKE ONE)** which may include a fee payable to the broker, to which parties consent.

CODE COMPLIANCE/OCCUPANCY/SMOKE DETECTORS: Seller shall provide to Buyer, at or prior to closing, any Certificate of Code Compliance or Occupancy Permit as may be required by the municipality along with verification of paid taxes, special assessments contemplated and/or outstanding, and balances due for municipal utilities. All parties to this agreement are notified that the State of Wisconsin requires smoke detectors. Prior to selling, seller agrees to provide such smoke detectors. All parties understand code compliance requirements are enforceable by the municipality.

CITY OF MILWAUKEE CODE COMPLIANCE: 1 AND 2 FAMILY NON-OWNER OCCUPIED. All City of Milwaukee 1 and 2 family non-owner occupied dwellings are subject to the exterior code compliance which requires that the property be inspected, violations cured and a Certificate of Exterior Code Compliance be obtained. Seller hereby informs Buyer that Buyer is required to comply with this code.

ASSOCIATION FEE: Buyer is aware of a (monthly, quarterly, annual) association fee of $_____ **(Zero if not filled in.).**

COST ALTERNATIVES FOR CODE COMPLIANCE, WEATHERIZATION OR STORAGE TANKS: The party responsible for providing the certificate or evidence of compliance concerning code compliance, weatherization and/or storage tanks will, prior to closing, perform and pay for the costs of repairs, alterations, inspection and/or compliance *(and evidence thereof) unless the total cumulative costs thereof exceed $_____ **($400.00 if not filled in),** in which case the responsible party may terminate this agreement by written notice delivered to the other party, unless the other party agrees (in writing on or before the date set for closing) to accept responsibility for all costs in excess of said amount.

OTHER PROVISIONS AND/OR CONTINGENCIES:

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BUYER has read **(Both Sides),** fully understands and acknowledges receipt of a copy of this Addendum A.

BUYER: (Initial) _____ Buyer: (Initial) _____

SELLER has read **(Both Sides),** fully understands and acknowledges receipt of a copy of this Addendum A.

SELLER: (Initial) _____ SELLER: (Initial) _____

Drafted by Attorney Alan H. Deutch, ©1999.

STANDARD TERMS AND CONDITIONS (DO NOT DELETE OR MODIFY)

RENTAL RECORDING: The City of Milwaukee requires Buyer and Sellers of residential commercial properties (except 1 and 2 family owner occupied dwellings) to notify the Building Inspector of a change of ownership within 15 days of a closing. Buyer must file a Rental Recording Application and pay a fee to the City. Seller must file a Seller Notification Form or provide notice by telephone at (414) 286-8569. Substantial penalties exist for non-compliance.

HAZARDOUS SUBSTANCES: Public information sources have determined that the presence of various substances may be hazardous to the health of people exposed to same and/or may affect the value of the property. The substances include but are not limited to lead in water supplies and/or plumbing systems, lead in paint, lead in soil, radium and/or nitrates in water supplies, radon gas, and asbestos. Buyer has the right and responsibility to (and Broker recommends that Buyer) have the property inspected and tested, for such substances as part of Buyer's inspection contingency. **NOTICE: This section gives Buyers a right to test for these substances.**

LEAD PAINT NOTICE: Buyer acknowledges receipt of a lead paint notice and information pamphlet.

FLOOD PLAIN, WETLAND AND SHORELAND REGULATIONS: If any part or all of the property is located in a floodplain and/or wetland, and if any portion of the property located within one thousand (1,000) feet of the high mark of any lake, river, stream or other waterway, Buyer is aware that this property may be subject to shoreland zoning ordinances and regulations. Buyer is advised to include a contingency in this Offer for determination of any of said matters which are material to Buyer's decision to purchase this property.

SEWER/WATER TREATMENT FACILITIES: Various public information sources report that there may be major sewer construction cost and increase in future real estate taxes and/or sewer use fees.

AIRPORTS, FREEWAYS AND DEVELOPMENT: Various proposed area projects may affect this property, including but not limited to residential, recreational, commercial and/or industrial development, road and/or freeway construction, sewer or water or other public utility construction and/or airport expansion. Buyer is aware that properties near airports, freeways, and recreational. Commercial and industrial developments may be affected by noise. Further, these projects and periodic reassessments may increase property taxes, special assessments and fees.

UNDERGROUND STORAGE TANKS AND BASEMENT FUEL TANKS: If Seller has notice or knowledge of an underground storage tank or basement or above ground fuel tank on the property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer written evidence that the tank (and/or all aspects relating to the normal removal thereof) are in full compliance with all federal, state and local regulations. Seller's written confirmation shall include a copy of any applicable contractor's closure report and any required DILHR registration.

WELL AND SANITARY DISPOSAL SYSTEMS: If this property contains an inoperable uncorrectable private well, Seller shall, prior to closing abandon such well in accordance with requirements of the Department of Natural Resources Well Code and any other applicable municipal or governmental requirements. If this property is serviced by an operable private well or sanitary disposal system, Seller agrees to provide Buyer, all Brokers and Buyer's lender with the results of a bacteriological water test and a well and sanitary disposal system inspection report from a qualified testing agency, governmental agency, licensed plumber or licensed sanitarian dated no earlier than thirty (30) days prior to the closing. Buyer shall have the right and responsibility to inspect and/or test, or have others for the Buyer, inspect and/or test the subject well and sanitary disposal systems. If tests or reports disclose, or if the Buyer discovers, defects which make the well and/or sanitary disposal system unacceptable to Buyer, Buyer shall deliver a written list of unacceptable defects to Seller with in 5 days of Buyer's actual receipt of Seller's results and inspection report(s). Seller shall, at Seller's option, have ten (10) days after receipt of said notice in which to agree to correct claimed defects prior to closing or this contract shall be null and void with all earnest monies being returned to the Buyer in accordance with the terms of the Offer to Purchase. Failure by Buyer either to inspect or to notify Seller of defects shall be deemed a waiver of all defects, if any, with the well and sanitary disposal systems and an acceptance of the well and sanitary disposal systems "as is."

PERSONAL PROPERTY: included with the sale of this property is deemed to be of no monetary value unless otherwise indicated on the Offer to Purchase.

LEGAL NON-CONFORMING USE: The subject property may be considered legal non-conforming use under current zoning regulations. If this property is severely damaged in an amount of 50% or more of the assessed value the governing community may restrict or prohibit the reconstruction without a zoning or use variance. Buyer is encouraged to take necessary steps to obtain an endorsement to or modification of Buyer's Home Owner's Insurance for protection.

"ACTUAL RECEIPT" DEFINED: SALE OF BUYER'S PROPERTY ON CONTINGENCY
If "Sale of Buyer's Contingency" is made part of this Offer, "actual receipt" of a notice to Buyer shall occur on the earlier of (1) when the notice is personally served on the Buyer, or (2) at 5:00 p.m. on the day that the Buyer signs for a notice delivered by (a) certified mail, return receipt requested or by (b) courier or delivery system which requires and receives the signature of Buyer on delivery. Any provisions of the Offer pertaining to "Delivery of Documents and Written Notice" shall not apply to the term "actual receipt" in the "Sale of Buyer's Property Contingency".

WOOD COMPOSITE EXTERIOR HOUSE SIDING: Newspaper and other public information indicate that some homeowners have reported that houses with wood composite exterior house siding, sometimes called "hardboard siding" or "oriented strand board siding", (typically manufactured by Louisiana-Pacific Corp., Georgia-Pacific Corp., or Masonite Corp., may suffer severe rotting, buckling, deterioration, moss or algae growth, mushroom growth, poor paint adherence, and other moisture-related problems, and might cause health problems such as asthma and allergic reactions to occupants. Seller and Buyer agree that Broker is not an expert with respect to construction technique or materials and both parties agree to rely only on the opinions of experts concerning the existence of this siding or any problems arising from it or related to it.

SURVEY: Dimensions, locations of easements and improvements and lot lines have not been verified by a current survey. It is advisable for Buyer to obtain survey.

INCLUSION OF OPTIONAL PROVISIONS: For those optional provisions which require a box to be checked, if any blank within any part of the optional provision has been filled in (by handwriting or typing), then it shall be as if the appropriate box was also checked including said optional provision within the contract.

CONFLICTING LANGUAGE WITH APPROVED FORM: It is intended that this document be used with an approved form as set forth in RL16. Wisconsin Administration Code. In the event any preprinted provision of page 1 of this Addendum A conflicts with the preprinted provisions of the approved form, the preprinted provisions of the approved Form shall control. In the event any provision of the rest of this Addendum A conflicts with the provisions of the approved form, the provisions as stated in this Addendum A shall control.

BUYER'S RELIANCE: Buyers acknowledge that in purchasing the subject property they have relied solely on their own independent inspection (including all of the inspections conducted by or for Buyer) and analysis of the property and upon the warranties and representations of the Seller contained in the Offer to Purchase and in the Seller's Property Condition Reports. Buyers further acknowledge all of the following: 1) all representations, disclosures, and warranties which have been made to Buyers are *stated in writing* in this contract or in the Seller's Condition Reports (which is prepared or answered solely by Seller). 2) while Broker has inspected the property (and not observed anything different from that stated by Seller in Seller's Property Condition Reports), Buyer knows Broker, while having expertise in the marketing of real estate, *does not* have any other specialized knowledge concerning the condition of the property (for example Broker is not a plumber, electrician, carpenter, architect, mason, engineer, etc.). 3) Buyer knows that if Buyer has *any questions* or concerns relating to the property's condition, Buyer must hire an independent inspector to answer the questions since Broker does not have the technical knowledge involved.