

ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated _____, made by _____
2 (Buyer), with respect to the Property at _____.
3 **CAUTION: Buyer must include contingencies in this Offer for any additional tests or inspections Buyer wishes to conduct. Specific**
4 **addenda are available for testing or evaluation of Wells, Well Water, Septic Systems, Lead-Based Paint, Wetlands and Lead/Arsenic**
5 **Pesticides. Parties should consult with legal counsel with questions regarding testing or this Addendum.**
6 **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer having a qualified third party perform a radon test at the
7 Property in a manner consistent with applicable EPA and Wisconsin Department of Health Services (DHS) protocols and standards and furnish
8 a current written report indicating the radon level, or the average level if testing involves multiple readings, is less than 4 pCi/L
9 (pCi/L), at (Buyer's) (Seller's) ("Buyer's" if neither is stricken) expense. This contingency shall be deemed satisfied unless Buyer,
10 no later than _____ days (after acceptance)(prior to closing) ("prior to closing" if neither is stricken), delivers to Seller a
11 written copy of the radon test results report indicating a level of 4.0 pCi/L or higher. Seller (shall)(shall not) ("shall" if neither is
12 stricken) have the right to cure. See lines 62-71 regarding the Right to Cure.
13 **TESTING CONTINGENCY:** This Offer is contingent upon (Buyer obtaining)(Seller providing) ("Buyer obtaining" if neither is
14 stricken) a current written report from a qualified independent expert documenting the results of the following test(s) conducted pursuant to
15 applicable government or industry protocols and standards [indicate substances or compounds to be tested, e.g., asbestos (see
16 <http://www2.epa.gov/asbestos/protect-your-family>), etc.]: _____, no later than _____ days (after
17 acceptance)(prior to closing) ("prior to closing" if neither is stricken), at (Buyer's) (Seller's) ("Buyer's" if neither is
18 stricken) expense. Specify any protocols, testing contractors, labs, standards/levels constituting a Defect, financial limits, acceptable repair
19 methodology, etc.: _____.
20 Seller (shall)(shall not) ("shall" if neither is stricken) have the right to cure. See lines 62-71 regarding the Right to Cure.
21 **CLOSING:** The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (the place selected by Buyer)
22 (_____) **STRIKE AND COMPLETE AS APPLICABLE**.
23 **ASSOCIATION FEE:** Buyer acknowledges the (monthly)(quarterly)(annual) association fee of \$ _____.
24 **HOME WARRANTY PLAN:** Buyer has been informed of the availability of a limited home warranty plan. A limited home warranty plan for
25 a term of one year shall be included, effective on the date of closing, provided the Property qualifies for the plan. The cost of the home warranty
26 shall not exceed \$ _____ and will be paid by (Seller)(Buyer) ("Seller" if neither is stricken) at closing. The warranty plan
27 will be provided by the (listing)(cooperating) ("listing" if neither is stricken) broker. Buyer is advised that a home inspection may
28 detect pre-existing conditions which may not be covered under the warranty.
29 **FLOOD INSURANCE PREMIUMS CONTINGENCY (also see lines 116-121):** This Offer is contingent upon Buyer obtaining, an
30 insurance binder, certificate of insurance or other insurance company documentation or correspondence showing (that Buyer's annual premium
31 for flood insurance for Buyer's initial year of ownership after closing shall not exceed \$ _____)(that Buyer's annual premium will not
32 exceed \$ _____ after _____ years)(that the actuarial annual premium cost is computed to be no more than \$ _____)
33 **STRIKE AND COMPLETE AS APPLICABLE**. This contingency shall be deemed satisfied unless Buyer, no later than _____ days (after
34 acceptance)(prior to closing) ("prior to closing" if neither is stricken), delivers to Seller written notice indicating that this contingency
35 has not been satisfied and documentation of the flood insurance premiums available to Buyer. If this contingency is not satisfied, Buyer may
36 terminate this Offer by delivering written notice of termination to Seller.
37 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ("Seller providing" if neither is
38 stricken) a (survey map)(ALTA/ACSM Land Title Survey) (_____) **STRIKE AND COMPLETE AS APPLICABLE** of the
39 Property, dated after the date of acceptance of this Offer and prepared by a Wisconsin licensed land surveyor, within _____ days of
40 acceptance, at (Buyer's) (Seller's) ("Seller's" if neither is stricken) expense. The map shall identify the legal description of the
41 Property, Property boundaries and boundary line dimensions, visible encroachments, location of any improvements, a minimum of _____
42 acres, a maximum of _____ acres and: _____.
43 **STRIKE AND COMPLETE AS APPLICABLE** (Additional specifications/features may include, but are not limited to: staking Property corners,
44 streets, length of street or water frontage, legal access, total acreage or square footage, utility installations, easements or rights-of-way.
45 **CAUTION: Consider cost and need for map features, and time required to obtain map.)** This contingency shall be deemed satisfied unless
46 Buyer, within 5 days of the earlier of Buyer's Actual Receipt of the map or the deadline for delivery of said map, delivers to Seller a copy of the
47 map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations or (3)
48 failure to meet requirements stated in this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. This Offer shall be null
49 and void if Buyer delivers written notice to Seller, within 5 days of the deadline on lines 39-40, stating Seller failed to timely deliver the map (if
50 Seller was responsible to provide the map).
51 **FEDERAL VA MORTGAGE:** (Buyer)(Seller) ("Seller" if neither is stricken) agrees to pay the entire funding fee not to
52 exceed _____ % (0% if not filled in) of the mortgage amount. **Note:** Funding fee may not be divided between the parties. Buyer agrees to
53 pay all other costs of securing financing.
54 **SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit at closing in the amount of \$ _____ or _____ % of the
55 purchase price to assist Buyer in paying loan closing costs such as points, prepayables and escrows. Buyer's loan costs shall include
56 _____ and exclude _____ **STRIKE AND COMPLETE AS APPLICABLE**.
57 **NUMBER OF DAYS:** The default number of days is 21 if nothing is entered on blank lines requiring entry of a number of days.
58 **READING/UNDERSTANDING:** By initialing and dating this Addendum, each Party acknowledges they have received and carefully read all
59 pages of this Addendum. Initialing does not signify acceptance or agreement with the terms of this Addendum.

60 (X) _____ (Date) (X) _____ (Date)
61 (Buyer(s)' Initials) ▲ (Date) ▲ (Seller(s)' Initials) ▲ (Date) ▲

62 ■ **CONTINGENCY SATISFACTION/RIGHT TO CURE (radon or testing contingency):** The contingency shall be deemed satisfied
63 unless Buyer, within 5 days of the earlier of: 1) Buyer's Actual Receipt of the applicable testing report(s) or 2) the deadline for delivery
64 of said report(s), delivers to Seller a copy of the written report(s) and written notice stating why the report(s) do(es) not satisfy the
65 contingency standard. If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's
66 election to cure within 10 days of receipt of Buyer's notice; and (2) by curing the defects in a good and workmanlike manner that
67 satisfies the standard set forth in the selected contingency and by giving Buyer a report of the work done prior to closing. This Offer
68 shall be null and void if Buyer timely delivers the above written notice(s) and report(s) to Seller and (1) Seller does not have the right
69 to cure; or (2) Seller has a right to cure but: a) Seller delivers written notice that Seller will not cure or b) Seller does not timely deliver
70 the notice of election to cure. This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the delivery deadline,
71 stating Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

72 ■ **INSPECTIONS, TESTS AND OPINIONS:** It is recommended that Buyer have the Property and specific Property
73 components of concern inspected by a Wisconsin registered home inspector or qualified independent inspectors/experts.
74 Real estate agents in this transaction may furnish a list of qualified, independent inspectors and testers. Unless provided in writing,
75 no representation has been made as to the competency of these inspectors/testers. The Party responsible for obtaining an inspection
76 or test shall be solely responsible for determining the qualifications of the inspector and tester. If a broker orders any inspection or
77 test on behalf of a Party in this transaction, the Parties agree to hold the broker harmless for any damages or liability resulting from
78 the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing.

79 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges that it is Buyer's
80 responsibility to confirm that the Property is in a condition that Buyer finds acceptable and accordingly has conducted such tests,
81 inspections, evaluations and independent inquiries as Buyer deems necessary. Buyer has relied upon Buyer's independent Property
82 inspection and tests; the statements, disclosures and representations contained in this Offer; Seller's property condition report (if
83 any); and any other written statements provided to Buyer. Buyer acknowledges that neither Seller nor any real estate agents have
84 made any representations concerning the Property or the transaction other than those provided in writing. Buyer has not requested
85 verification of accuracy of any Seller or third party statements, disclosures or representations unless specifically stated in this Offer.

86 ■ **HAZARDOUS SUBSTANCES:** The parties are aware that news media and other public information sources indicate that
87 asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and
88 chemicals within a structure or in soils or water supplies can cause serious health hazards. Past flooding, water intrusion, leaking or
89 excessive dampness may result in mold growth that may present health risks. Synthetic stucco and wood composite exterior house
90 siding have been associated with moisture and mold related problems. Seller represents that, to the best of Seller's knowledge, the
91 Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of
92 mold, radon gas, lead, radium or other toxic or harmful substances or chemicals, and that there has been no past flooding, water
93 intrusion, leaking or excessive moisture in the Property. See the caution at lines 3-5 and the testing contingencies in this Addendum.

94 ■ **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any petroleum product
95 contamination on the Property. If there is an abandoned underground storage tank (UST) or basement or aboveground storage tank
96 (AST) on the Property, Seller shall, at least 5 days prior to closing, deliver to Buyer written confirmation that the tank and related
97 components have been closed in full conformance with current federal, state and local regulations. Seller's written confirmation shall
98 include a copy of any applicable contractor's report and any required Department of Agriculture, Trade and Consumer Protection
99 (DATCP) registration. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST,
100 AST or basement tank meets all current state and federal operating standards. Buyer shall notify DATCP of the change of ownership
101 of an in-use UST within 15 business days of closing. Visit http://datcp.wi.gov/Consumer/Hazardous_Materials_Storage_Tanks/.

102 ■ **MUNICIPAL REPORT:** Seller agrees to provide Buyer with written verification of paid real estate taxes, current or planned special
103 assessments and any unpaid municipal charges affecting the Property, if such a statement is available from the municipality.

104 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:** Municipal
105 zoning and building restrictions may affect use of the Property, and comprehensive plans may affect future use or value of the
106 Property by influencing future development in the municipality. Buyer is informed that some buildings are considered legal non-
107 conforming structures because they no longer conform to current dimensional zoning standards due to zoning standards and
108 ordinances enacted after the building was constructed. Buyer's ability to remodel, repair, replace or enlarge an existing non-
109 conforming structure may be regulated by the municipality. Buyer is encouraged to contact the appropriate municipal authorities
110 regarding zoning and building restrictions and comprehensive plans if these issues are material to Buyer's decision to purchase.

111 ■ **INSURANCE ISSUES:** Seller agrees to allow representatives of Buyer's insurance company reasonable access to the Property
112 upon advance notice for inspections relating to Buyer's homeowner's insurance application. The Parties are advised to contact their
113 insurance agents with questions regarding insurability and costs.

114 ■ **FLOOD PLAINS/WETLANDS/SHORELAND:** Buyer acknowledges that it is recommended that Buyer seek professional
115 assistance in interpreting any flood plain, wetlands and shoreland maps.

116 ■ **FLOOD INSURANCE:** Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with the purchase of
117 the Property. The National Flood Insurance Program (NFIP) (<https://www.floodsmart.gov/floodsmart/>) provides for the availability of
118 flood insurance and establishes flood insurance premiums based on the risk of flooding. Recent changes to federal law may result in
119 flood insurance premiums that are likely higher, and in the future may be substantially higher, than premiums paid by Seller. Buyer
120 should consult with one or more flood insurance carriers regarding flood insurance coverage, current and future premiums, and
121 whether Buyer may assume Seller's policy. Buyer may wish to contact NFIP for information about flood insurance for this Property.

122 ■ **FEDERAL VA AND FHA MORTGAGE:** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also
123 contingent upon the Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate
124 the Offer if the Property fails to appraise for the purchase price.

125 ■ **MUNICIPALITY DISCREPANCY:** Buyer acknowledges that while the Property mailing address may be within one municipality, the
126 Property may be physically located in an adjoining municipality that will determine the applicable property taxes and school district.