

**ADDENDUM “B” TO VERONA MAIN STREET CONDOMINIUMS
RESIDENTIAL OFFER TO PURCHASE**

Addendum attached to and made part of the Offer to Purchase dated ____/____/____ between the Buyer(s), _____ and the Seller, Railroad District, LLC, for the Property at _____ (Depot Drive) (Railroad Street) [strike one], otherwise known as Unit ____ of Main Street Condominiums, Verona, WI (the “Unit”).

1. Addendum Controls. The terms of this Addendum are included in and made part of the Residential Condominium Offer to Purchase to which the Addendum is attached. The terms set forth in this Addendum shall supersede and control any conflicting terms set forth in the Residential Condominium Offer to Purchase to which it is attached. The combined terms of the Residential Condominium Offer to Purchase and this Addendum shall be referred to as the “Offer to Purchase”.

2. No Assignment. This Offer to Purchase is binding upon the Buyer, and may not be assigned by the Buyer to anyone, without the advance written consent of the Seller.

3. Inspection Contingency. This Offer to Purchase is not contingent upon a physical inspection of the subject Unit or the Project prior to closing. Buyer acknowledges and agrees that because the subject Unit is new construction which has not been inhabited, no Real Estate Condition Report need be provided to the Buyer, and any right to terminate this Offer to Purchase under Chapter 709 of Wisconsin statutes is hereby waived.

4. Pre-closing Inspection. Not more than fourteen (14) days prior to the scheduled closing and subsequent to the issuance of an occupancy permit by the governing authority, the Buyer and Seller shall, together, inspect the subject Unit. Upon completion of the inspection, the parties shall create a “punch list” of items which are either incomplete or need correction. Seller shall, in good faith and at Seller’s sole cost and expense, complete, correct or repair the items identified in the “punch list” within forty-five (45) days of closing. No escrow will be established or monies otherwise withheld for completion of “punch list” items.

5. Real Estate Taxes. Real Estate Taxes are to be prorated and paid when real estate tax bill is received, with each party paying their pro-rata share.

6. Unit Construction Contract. (Select either (A) or (B) by placing a checkmark in the blank.).

____A. This Offer to Purchase is contingent upon Buyer and Seller agreeing on a Unit Construction Contract, which shall include, but not be limited to, the

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Plans and Specifications for the Unit and which shall establish the final purchase price for the Unit. The Unit Construction Contract shall also provide for a procedure by which changes to the Unit Construction Contract and the Unit may be made. The Unit Construction Contract shall contain all warranties offered by the Seller with respect to the Unit. Nothing contained in this Offer to Purchase or this Addendum "B" shall be construed as a warranty or representation with respect to the Unit, whether express or implied, all such warranties being disclaimed. The Unit Construction Contract shall be the sole source of any warranties between Seller and Buyer with respect to the Unit. It is acknowledged by the Buyer that the purchase price of the Unit may change if a Change Order is agreed upon between Buyer and Seller. This contingency shall be satisfied by the execution of a Unit Construction Contract by Buyer and Seller on or before _____ (___) days after execution of this Offer to Purchase, or this Offer to Purchase shall be null and void and all earnest money shall be promptly returned to Buyer.

____B. The Unit Construction Contract, attached hereto as Addendum "C," is hereby incorporated by reference in and to this Contract and made a part hereof.

7. Condominium Disclosure Materials. Pursuant to State Law, Seller shall provide to Buyer not later than fifteen (15) days prior to the closing of the sale of the Unit, the following documents and all amendments thereto:

A. A copy of the proposed or existing Declaration, By-Laws and any rules or regulations, together with an index of the contents thereof, of the Condominium.

B. A copy of the proposed or existing Articles of Incorporation of the Condominium Association.

C. A copy of any proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the condominium to which it is anticipated the Unit Owners or the Association will be a party following closing.

D. A copy of the projected annual operating budget for the condominium including reasonable details concerning the estimated monthly payments by the Purchaser for assessments and monthly charges for the use, rental or lease of any facilities not part of the condominium.

E. A copy of any lease to which it is anticipated the Unit Owners or the Association will be a party following closing.

F. A description of any contemplated expansion of the condominium with a general description of each stage of expansion and the maximum number of units that can be added to the condominium.

G. A copy of the floor plan of the Unit together with the information that is necessary to show the location of the common elements and other facilities to be

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used by the Unit Owners and indicating which facilities will be part of the condominium and which facilities will be owned by others.

The Buyer may at any time within five (5) business days following a receipt of the above documents if including any material changes in the project are represented in the above documents, cancel in writing this Offer to Purchase and receive a full refund of all earnest money or other deposits made.

[NOTE: Paragraph (7) should be deleted if the Buyer has previously received condominium disclosure materials and has signed a receipt indicating same.]

8. Reservation Fee, Earnest Money and Unit Construction Contract Deposit. If Buyer had previously reserved a Unit and paid a reservation fee in connection therewith, Buyer authorizes the Broker and Seller to apply the Reservation Fee to the earnest money deposit payable under this Offer to Purchase. If paragraph (6)(A) has been made applicable to this Offer to Purchase, then Broker and Seller may release and transfer Buyer's Reservation Fee from Broker's or Seller's trust account to Seller as all or a portion of Buyer's deposit required under the Unit Construction Contract, at such time as a Unit Construction Contract is executed by Buyer and Seller. Buyer further authorizes Broker and Seller to release and transfer earnest money from Broker or Seller's trust account to Seller as all or portion of Buyer's deposit required under the Unit Construction Contract, at such time as a Unit Construction Contract is executed by Buyer and Seller. If paragraph (6)(B) has been made applicable to this Offer to Purchase, then Buyer hereby authorizes such transfer to take place immediately. If funds transferred to Seller as deposit required under Unit Construction Contract are less than the total deposit required, Buyer agrees to pay remaining required deposit upon execution of the Unit Construction Contract. If the deposit required under the Unit Construction Contract is less than the earnest money, only funds totaling the construction deposit will be transferred. Buyer acknowledges and agrees that funds held by Seller as and for Buyer's construction deposit, are not to be considered "earnest money," "client funds," or "real estate trust funds," as those terms may be defined in Chapter 452 of the Wisconsin Statutes, related administrative code sections, or any other applicable, law, rule or regulation. Buyer further acknowledges and agrees that any sums transferred to Seller will not be held by a real estate broker and that said sums will not be held in trust by Seller or any other person or in any segregated account. Buyer acknowledges and agrees that upon transfer to Seller, the Seller may use such funds to pay costs relating to the development and construction of the Unit that the Buyer is purchasing and may be commingled with other funds of Seller. At closing, all funds either held by Broker as earnest money hereunder or transferred to Seller as permitted in this paragraph, shall be applied to the purchase price of the Unit and said funds will be shown on the Closing Statement as a credit to the Buyer. If for any reason the closing contemplated by this Offer does not close, except for breach by Seller, Seller shall retain any Buyer funds transferred to Seller, not as liquidated damages, and not in prejudice to any other remedy allowed by Seller under applicable law, but to be applied against any damages which Seller may be entitled to.

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9. Closing Date and Occupancy. It is anticipated that the Unit shall be completed and ready for occupancy by the date set forth on Line (42) of the Offer to Purchase. However, Buyer acknowledges and agrees that because the Unit is not yet built, such date may be delayed due to causes beyond the Seller's control. The Unit shall be deemed completed and ready for occupancy upon the issuance of an occupancy permit by the City of Verona, and the Buyer shall be obligated to close on the purchase of the Unit on the later of the date set forth on Line (42) of the Offer to Purchase, or ten (10) business days after the issuance of an occupancy permit for the Unit by the City of Verona.

10. Attorney Approval. The obligation of the Buyer to close this transaction is subject to the Buyer obtaining the approval of Buyer's attorney. If the Buyer's attorney does not object in writing within three (3) business days of acceptance of this Offer, this contingency shall be deemed waived. The approval of Buyer's attorney shall not be unreasonably withheld, and shall be based upon the following standards:

A. That sufficiency of the accepted Offer as to definiteness, certainty and enforceability; and

B. The suitability and sufficiency of the conditions of the Offer for the protection of the Buyer in relation to the Buyer's particular financial and personal circumstances as revealed by the Buyer to the reviewing attorney.

If this offer is disapproved based upon any of the foregoing standards, the grounds for disapproval shall be stated by Buyer's attorney with particularity. Within two (2) business days of disapproval, the Buyer shall propose an amendment to the accepted Offer to cure the grounds for disapproval. Seller shall have two (2) business days to accept or reject a proposed amendment. If the proposed amendment is rejected, this Offer to Purchase shall be null and void and all earnest money shall be refunded to the Buyer.

(Buyer's Signature)

(Date)

(Seller's Signature)

(Date)

(Buyer's Signature)

(Date)

(Seller's Signature)

(Date)