



WB-40 AMENDMENT TO OFFER TO PURCHASE

**Caution: Use A WB-40 Amendment If Both Parties Will Be Agreeing To Modify The Terms Of The Offer.
Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement.**

1 Buyer and Seller agree to amend the Offer dated 6/20, 2011, and accepted 7/22, 2011, for
2 the purchase and sale of real estate at 1526 Washington Ave, Racine
3 as follows:

- 4 ☒ Closing date is changed from August 31, 2011, to August 17, 2011.
5 ☐ Purchase price is changed from \$ _____ to \$ _____.
6 ☐ Occupancy date is changed from _____, to _____.
7 ☐ Occupancy charge is changed from \$ _____ to \$ _____.
8 ☐ Other: _____
9

10 1. Item 5 on counter offer #3 states City of Racine Common Council date is changed from August 3, 2011 to August 16,
11 2011 for Common Council approval.
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13 2. Change of buyers name Mei H. Li & Yudong Zheng to J & K Cabinetry 7 INC. Title to be taken in corporation name.
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23 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

24 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the
25 Party offering the Amendment on or before August 10, 2011 (Time is of the Essence).
26 Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless
27 otherwise provided in this Amendment.

28 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
29 **delivery as provided at lines 24-27.**

30 This Amendment was drafted by Mark Gregory, FirstWeber Realtors on 8/4/2011
31 Licensee and Firm ▲ Date ▲

32 This Amendment was delivered by Mark Gregory, FirstWeber Realtors on 8/4/2011
33 Licensee and Firm ▲ Date ▲

34 This Amendment was presented by _____ on _____
35 Licensee and Firm ▲ Date ▲

36 (x) Mei H. Li 8-4-11
37 Buyer's Signature ▲ Date ▲
38 Print name ▶ Mei H. Li

39 (x) Yudong Zheng 8-4-11
40 Buyer's Signature ▲ Date ▲
41 Print name ▶ Yudong Zheng

(x) Brian F. O'Connell 8/9/11
Seller's Signature ▲ Date ▲
Print name ▶ Brian F. O'Connell

(x) _____
Seller's Signature ▲ Date ▲
Print name ▶

42 This Amendment was rejected by _____ on _____
43 Party Name ▲ Date ▲



WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 6/20/2011 and signed by Buyer Mei H. Li Yudong Zheng
2 for purchase of real estate at 1526 Washington Avenue, Racine
3 is rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the**
4 **Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in**
5 **any other Counter-Offer unless incorporated by reference.]**

6 1. Purchase price to be One Hundred and Eleven Thousand Dollars (\$111,000)

7
8 2. Buyer to provide Seller, within 3 days of acceptance, written evidence that Buyer has the funds available to purchase
9 the property at the agreed to purchase price without the need to obtain additional financing. Seller shall have 3
10 business days from receipt of this evidence to review and approve or declare this offer null and void.

11
12 3. Seller will not solicit bids for additional work to be done to the property. Buyer will be responsible for obtaining
13 bids for any work associated with further improvement of the property.

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15 4. No improvements will be allowed to be made to the property, by buyer, prior to closing.

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17 5. The acceptance of this offer is contingent upon the review and approval of the redevelopment Authority of City of
18 Racine and, if Necessary, by the City of Racine Common Council, no later than August 3, 2011. In the event approval is
19 not granted, this offer will be declared null and void with all earnest money returned to buyer.

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21 6. It is agreed and understood that the original offer to purchase is dated 6/20/2011 but was not signed by buyer
22 until July 5, 2011.

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30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before July 25, 2011 (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.

35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
36 **provided at lines 31-34.**

37 This Counter-Offer was drafted by Mark Gregory First Weber Group SE WI on 7/14/2011
38 Licensee and Firm ▲ Date ▲

39 7/14/2011 7/14/2011
40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲
41 Print name ► Mei H. Lei Print name ► Yudong Zheng

42
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ 7/22/11
44 Print name ► JAMES SPANGENBERG Signature of Party Accepting Counter-Offer ▲ Date ▲
Chair, Redevelopment Authority, City of Racine Print name ► Brian F. O'Connell Executive Dir.

45 This Counter-Offer was presented by _____ on _____
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 6/20/2011 and signed by Buyer Mei H. Li Yudong Zheng,
2 for purchase of real estate at 1526 Washington Avenue, Racine
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in
5 any other Counter-Offer unless incorporated by reference.]

6 1. Purchase price to be One Hundred and Eleven Thousand Dollars (\$111,000)

7
8 2. Buyer to provide Seller, within 3 days of acceptance, written evidence that Buyer has the funds available to purchase
9 the property at the agreed to purchase price without the need to obtain additional financing. Seller shall have 3
10 business days from receipt of this evidence to review and approve or declare this offer null and void.

11
12 3. Seller will not solicit bids for additional work to be done to the property. Buyer will be responsible for obtaining
13 bids for any work associated with further improvement of the property.

14
15 4. No improvements will be allowed to be made to the property, by buyer, prior to closing.

16
17 5. The acceptance of this offer is contingent upon the review and approval of the redevelopment Authority of City of
18 Racine and, if Necessary, by the City of Racine Common Council, no later than August 3, 2011. In the event approval is
19 not granted, this offer will be declared null and void with all earnest money returned to buyer.

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21 6. It is agreed and understood that the original offer to purchase is dated 6/20/2011 but was not signed by buyer
22 until July 5, 2011.

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30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before July 20, 2011 (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.

35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
36 **provided at lines 31-34.**

37 This Counter-Offer was drafted by Mark Gregory First Weber Group SE WI on 7/14/2011
38 Licensee and Firm ▲ Date ▲

39 Mei H. Li 7/14/2011 Yudong Zheng 7/14/2011
40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲
41 Print name ▶ Mei H. Lei Print name ▶ Yudong Zheng

42
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
44 Print name ▶ Print name ▶

45 This Counter-Offer was presented by _____ on _____
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**



WB-44 COUNTER-OFFER

Counter-Offer No. 1 by ~~Buyer~~/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 6/20/2011 and signed by Buyer Mei H. Li Yudong Zheng,
2 for purchase of real estate at 1526 Washington Avenue, Racine, WI
3 is rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the**
4 **Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in**
5 **any other Counter-Offer unless incorporated by reference.]**

- 6
7 1. Purchase price to be ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000).
8
9 2. Buyer to provide Seller, within 3 days of acceptance, written evidence that Buyer has the funds available to purchase
10 this Property at the agreed to purchase price without the need to obtain additional financing. Seller shall have 3
11 business days from receipt of this written evidence to review and approve or to declare this Offer null and void.
12
13 3. Seller will not solicit bids for additional work to be done to the Property. Buyer will be responsible for obtaining
14 bids for any work associated with their further improvement of the Property.
15
16 4. No improvements will be allowed to be made to the Property, by Buyer, prior to closing.
17
18 5. The acceptance of this Offer is contingent upon the review and approval of the Redevelopment Authority of the City of
19 Racine and, if necessary, by the City of Racine Common Council, no later than August 3, 2011. In the event approval is
20 not granted, this Offer will be declared null and void with all earnest money returned to Buyer.
21
22 6. It is agreed and understood that the original Offer to Purchase is dated 6/20/2011 but was not signed by Buyer
23 until July 5, 2011.
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30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before July 22, 2011 (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.
35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
36 **provided at lines 31-34.**

37 This Counter-Offer was drafted by John P. Crimmings First Weber Group SE WI on 7/13/2011
38 _____ Licensee and Firm ▲ _____ Date ▲
39 Joseph Heck 7/13/2011 7/13/2011
40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲
41 Print name ► JOSEPH HECK Print name ► _____

42
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
44 Print name ► _____ Print name ► _____

45 This Counter-Offer was presented by MARK GREGORY, FIRST WEBER on 7/14/11
46 _____ Licensee and Firm ▲ _____ Date ▲

47 This Counter-Offer is (~~rejected~~) (countered) **STRIKE ONE** (Party's Initials) ML (Party's Initials) YZ
48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**
52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

WB-15 COMMERCIAL OFFER TO PURCHASE



Page 1 of 5, WB-15

1 **BROKER DRAFTING THIS OFFER ON** 6/20/11 [DATE] IS (AGENT OF SELLER) (AGENT-OF-BUYER) (DUAL-AGENT) **[STRIKE TWO]**
2 **GENERAL PROVISIONS** The Buyer, Mei H. Li Yudong Zheng,
3 offers to purchase the Property known as [Street Address] 1526 Washington AVE in the
4 City of Racine, County of Racine, Wisconsin, (Insert additional
5 description, if any, at lines 293 - 297 or attach as an addendum per line 298), on the following terms:
6 ■ **PURCHASE PRICE:** One hundred twenty thousand
7 Dollars (\$120,000).
8 ■ **EARNEST MONEY** of \$ 2,000 accompanies this Offer and earnest money of \$ 2,000
9 will be paid within 5 days of acceptance.
10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of encum-
12 brances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and
13 the following additional items: -----
14
15 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** **CAUTION: Address rented fixtures or trade fixtures owned by tenants, if**
16 **applicable.** -----
17 All personal property included in purchase price will be transferred by bill of sale or -----
18 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate
19 but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
20 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
21 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
22 June 30, 2011 JULY 22, 2011. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
23 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
24 to a Party shall be effective only when accomplished by one of the methods specified at lines 25 - 34.
25 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a com-
26 mercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 28 or 30 (if any), for delivery to
27 the Party's delivery address at lines 29 or 31.
28 Seller's recipient for delivery (optional): John Crimmings
29 Seller's delivery address: FirstWeber Realtors, 1100 N. Main ST., Racine 53402
30 Buyer's recipient for delivery (optional): Mark Gregory
31 Buyer's delivery address: FirstWeber Realtors, 1100 N. Main ST., Racine 53402
32 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 28 or 30.
33 (3) By fax transmission of the document or written notice to the following telephone number:
34 Buyer: (262) 637-9690 Seller: (262) 637-9690
35 **LEASED PROPERTY** If Property is currently leased and lease(s) extends beyond closing, Seller shall assign Seller's rights under said lease(s)
36 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)(oral) **[STRIKE ONE]** lease(s), if any,
37 are -----
38 **RENTAL WEATHERIZATION** This transaction (is) (is-not) **[STRIKE ONE]** exempt from State of Wisconsin Rental Weatherization Standards
39 (Wisconsin Administrative Code, Comm 67). If not exempt, (Buyer) (Seller) **[STRIKE ONE]** will be responsible for compliance, including all costs.
40 If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.
41 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or Title Company
42 no later than July 29 AUGUST 31, 2011 unless another date or place is agreed to in writing.
43 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-
44 up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs
45 and ----- Any income, taxes or expenses shall accrue to Seller and be prorated through
46 the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known,
47 otherwise on the net general real estate taxes for the preceding year) (-----)
48 **[STRIKE AND COMPLETE AS APPLICABLE]** **CAUTION: If Property has not been fully assessed for**
49 **tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real**
50 **estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.**
51 **PROPERTY CONDITION PROVISIONS**
52 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or
53 knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report
54 dated 5/9/11, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference
55 **COMPLETE DATE OR STRIKE AS APPLICABLE** and Attachment-Listing Questionnaire about billboard on lease agreement
56 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

57 ■ A "condition affecting the Property or transaction" is defined as follows:

- 58 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the
 59 present use of the Property;
 60 (b) government agency or court order requiring repair, alteration or correction of any existing condition;
 61 (c) completed or pending reassessment of the Property for property tax purposes;
 62 (d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
 63 (e) any land division involving the Property, for which required state or local approvals were not obtained;
 64 (f) construction or remodeling on the Property for which required state or local approvals were not obtained;
 65 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
 66 (h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
 67 (i) material violations of environmental laws or other laws or agreements regulating the use of the Property;
 68 (j) conditions constituting a significant health or safety hazard for occupants of the Property;
 69 (k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline
 70 and heating oil, which are currently or which were previously located on the Property; **NOTE: The Wisconsin Administrative Code contains**
 71 **registration and operation rules for such underground storage tanks.**
 72 (l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
 73 (m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;
 74 (n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the
 75 nature and scope of the condition or occurrence.

76 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage
 77 or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by
 78 survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total
 79 square footage figures will vary dependent upon the formula used. **CAUTION: Buyer should verify total square footage formula, Property,**
 80 **building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.**

81 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are
 82 reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and
 83 to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are
 84 completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of the Property which does not include testing of the
 85 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

86 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A
 87 "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other
 88 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum
 89 per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
 90 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g.,
 91 Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental
 92 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

93 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the
 94 right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
 95 tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

96 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to
 97 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 98 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 99 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property;
 100 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine
 101 if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment includ-
 102 ing the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking
 103 Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which
 104 May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with
 105 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for
 106 Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise agreed an**
 107 **"environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for**
 108 **environmental pollution.**

109 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy
 110 of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the
 111 Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and
 112 restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writ-
 113 ing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer
 114 shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
 115 Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be
 116 held in trust for the sole purpose of restoring the Property.

117 ■ **FIXTURES** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be
 118 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
 119 specifically adapted to the Property, and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the
 120 Property. See Lines 11 to 17.

121 ■ **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 -
 122 297 or in an addendum per line 298. Occupancy shall be given subject to tenant's rights, if any.

123 ■ **SPECIAL ASSESSMENTS** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller
 124 no later than closing. All other special assessments shall be paid by Buyer. **CAUTION:** Consider a special agreement if area assessments, prop-
 125 erty owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for pub-
 126 lic improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm
 127 sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public
 128 facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

PROPERTY ADDRESS: 1526 Washington Ave Racine [page 3 of 5, WB-15]

OPTIONAL FINANCING CONTINGENCY: THE CONTINGENCY AT LINES 132 THROUGH 160 IS A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X," AT LINE 132. IT IS NOT PART OF THIS OFFER IF IT IS MARKED N/A OR LEFT BLANK.

FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain: CHECK APPLICABLE FINANCING BELOW

☐ land contract financing from Seller at closing as further described at lines 136 to 153 and 161 to 168.

☐ a _____ INSERT LOAN PROGRAM (fixed) (adjustable) STRIKE ONE rate first mortgage loan commitment as further described at lines 136 to 149 and 154 to 178, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

IF FINANCING IS FIXED RATE the annual rate of interest shall not exceed _____ % and monthly payments of principal and interest shall not exceed \$ _____.

IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed _____.%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____.%. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments of principal and interest may be adjusted to reflect interest changes.

MONTHLY PAYMENTS MAY ALSO INCLUDE 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee in an amount not to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) Note: Unless otherwise agreed, Buyer's delivery of any document labeled a loan commitment will satisfy this contingency.

IF FINANCING IS BY LAND CONTRACT \$ _____ shall be paid at closing (in addition to earnest money), interest rate following payment default shall be _____ %, the default period shall be _____ days for payments and _____ days for performance of any other obligations. Interest shall be calculated on a prepaid basis. Any amount may be prepaid on principal without penalty at any time. Buyer understands that if the term of the land contract is shorter than the amortization period a balloon payment will be due at the end of the term.

LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 135. Buyer's delivery of a copy of any written loan commitment (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

LAND CONTRACT: If this Offer provides for a land contract both Parties agree to execute a State Bar of Wisconsin Form 11 Land Contract, the terms of which are incorporated into this Offer by reference. Prior to execution of the land contract Seller shall provide the same evidence of merchantable title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the proposed balance of the land contract, that the payments on the land contract are sufficient to meet all of the obligations of Seller on the underlying indebtedness, and that all creditors whose consent is required have consented to the land contract sale. Seller may terminate this Offer if creditor approval cannot be obtained. Seller may terminate this Offer if Buyer does not provide a written credit report which indicates that Buyer is credit worthy based upon reasonable underwriting standards within 15 days of acceptance. Buyer shall pay all costs of obtaining creditor approval and the credit report. Seller shall be responsible for preparation and the expense of preparation of all closing documentation, including the land contract.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in the financing contingency, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in the financing contingency, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of the loan commitment, Seller may terminate this Offer provided that Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

NOTE: IF PURCHASE IS CONDITIONED ON BUYER OBTAINING FINANCING FOR OPERATIONS OR DEVELOPMENT CONSIDER ADDING A CONTINGENCY FOR THAT PURPOSE.

TITLE EVIDENCE

CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and ----- (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance. WARNING: If Buyer contemplates improving or developing Property, or a change in use, Buyer may need to address municipal and zoning ordinances, recorded building and use restrictions, covenants and easements which may prohibit some improvements or uses. The need for building permits, zoning variances, environmental audits,

189 etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contingencies
 190 for investigation of these issues may be added to this Offer. See lines 293 to 298.

191 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase
 192 price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN**
 193 **BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

194 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be
 195 acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before clos-
 196 ing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens
 197 which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and excep-
 198 tions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO**
 199 **CLOSING, A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.**

200 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for
 201 closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extend-
 202 ed as necessary for this purpose. In the event that Seller is unable to remove the objections, Buyer shall have 5 days from receipt of notice thereof, to
 203 deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer
 204 shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

205 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all man-
 206 ner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original sig-
 207 nature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller.
 208 Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
 209 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. The delivery/receipt provi-
 210 sions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)). Buyer and Seller author-
 211 ize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settle-
 212 ment service providers for the transaction.

213 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the
 214 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific num-
 215 ber of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President
 216 such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours"
 217 from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day.
 218 Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

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

221 If Buyer defaults, Seller may:

- 222 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 223 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return the
- 224 earnest money and have the option to sue for actual damages.

225 If Seller defaults, Buyer may:

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

228 In addition, the Parties may seek any other remedies available in law or equity.

229 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts.
 230 If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing
 231 to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. **NOTE: IF**
 232 **ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT**
 233 **CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW**
 234 **FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
 235 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

236 **EARNEST MONEY**

237 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent if Property
 238 is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer. **CAUTION: Should**
 239 **persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other**
 240 **than Buyer makes payment of earnest money, consider a special disbursement agreement.**

241 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's
 242 depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed
 243 according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement
 244 agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer to purchase is not a written disbursement
 245 agreement pursuant to which the broker may disburse). If the disbursement agreement has not been delivered to broker within 60 days after the date
 246 set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer
 247 or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other
 248 disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and
 249 broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

250 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 251 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 252 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 253 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 254 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. The Buyer and Seller should consider consulting attor-
 255 neys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 256 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest
 257 money. See Wis. Adm. Code Ch. RL 18. **NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CON-**
 258 **CERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR**
 259 **CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

260 **PROPERTY ADDRESS:** 1526 Washington AVE Racine [page 5 of 5, WB- 15]

261 **TIME IS OF THE ESSENCE** "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;
262 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:
263 . If "Time is of the Essence"

264 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply
265 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

266 **NA** **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
267 days of acceptance: **CHECK THOSE THAT APPLY**

268 ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

269 ☐ A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with
270 representations made prior to and in this Offer.

271 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
272 to be free and clear of all liens, other than liens to be released prior to or at closing.

273 ☐ Other _____

274

275 This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final record to be delivered or the dead-
276 line for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall iden-
277 tify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).

278 **NA** **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: **CHECK THOSE THAT APPLY**

279 ☐ A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see
280 lines 96 to 108), at (Buyer's)(Seller's) expense **STRIKE ONE**, which discloses no defects. A defect is defined as a material violation of
281 environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an
282 underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the
283 Property due to future migration from other properties.

284 ☐ A qualified independent inspector of Buyer's choice conducting an inspection of the Property and _____
285 _____, at (Buyer's)(Seller's) expense **STRIKE ONE**, which discloses no defects.
286 A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that
287 would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would
288 significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

289 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the environmental site
290 assessment/inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment/inspection report(s) to
291 which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before
292 signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

293 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1. This is a cash offer. 2. Buyer request that the city get a quote to install 5
294 additional windows at rear of property, garage door, concrete pad, move electrical service and pipe. See page 1-8
295 color pictures of markup for details. If quote is acceptable to both parties buyer will pay for all work with a non
296 refundable deposit. All work to be done prior to closing. Seller to subtract cost of quote to complete work from
297 purchase price. Final purchase price \$120,000 minus quote=purchase price.

298 ☒ **ADDENDA:** The attached Seller Disclosure Report, Billboard and Pages 1-8 is/are made part of this Offer.
299 **THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING**
300 **THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT**
301 **BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.**

302 This Offer was drafted on 6/20/11 [date] by [Licensee and firm] Mark Gregory /First Weber Group, Inc., SE WI

303 (X) [Signature] _____ Social Security No. or FEIN (optional) ▲ 7-5-11
304 Buyer's Signature ▲ Print Name Here: ► Mei H. Li Date ▲

305 (X) [Signature] _____ Social Security No. or FEIN (optional) ▲ 7-5-11
306 Buyer's Signature ▲ Print Name Here: ► Yudong Zheng Date ▲

307 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See Lines 236 - 259)

308 First Weber Group Broker (By) _____
309 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
310 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
311 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

312 (X) _____ Social Security No. or FEIN (optional) ▲ _____
313 Seller's Signature ▲ Print Name Here: ► Date ▲

314 (X) _____ Social Security No. or FEIN (optional) ▲ _____
315 Seller's Signature ▲ Print Name Here: ► Date ▲

316 This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.

317 **THIS OFFER IS REJECTED** _____ **THIS OFFER IS COUNTERED [See attached counter]** _____
318 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

SELLER DISCLOSURE REPORT - COMMERCIAL

PROPERTY OWNER: RDA, City of Racine

PROPERTY ADDRESS: 1526 Washington Avenue, Racine, WI

OWNER HAS OWNED THE PROPERTY FOR 4 YEARS.

Wis. Admin. Code § RL 24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § RL 24.07(2) requires listing brokers to disclose all material adverse facts discovered in Broker's inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these license law duties. Owner's statements are a representation of Owner's knowledge of the Property's condition. It is not a property condition warranty by the Owner or any agent of the Owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the Property. In this form, "defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge.

CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (23).

- | | | | |
|--|--------------------------------------|-------------------------------------|--------|
| 1. Defects in structural components, e.g. roof, foundation, basement or other walls? | yes | <input checked="" type="radio"/> no | unsure |
| 2. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting? | yes | <input checked="" type="radio"/> no | unsure |
| 3. Underground or above ground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? | yes | <input checked="" type="radio"/> no | unsure |
| 4. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises? | yes | <input checked="" type="radio"/> no | unsure |
| 5. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property? | yes | <input checked="" type="radio"/> no | unsure |
| 6. Zoning or building code violations, any land division involving the property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way? | yes | <input checked="" type="radio"/> no | unsure |
| 7. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district? | <input checked="" type="radio"/> yes | no | unsure |
| 8. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property? | yes | <input checked="" type="radio"/> no | unsure |
| 9. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition? | yes | <input checked="" type="radio"/> no | unsure |
| 10. Flooding, standing water, drainage problems or other water problems on or affecting the Property? | yes | <input checked="" type="radio"/> no | unsure |
| 11. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides? | yes | <input checked="" type="radio"/> no | unsure |
| 12. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property? | yes | <input checked="" type="radio"/> no | unsure |
| 13. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations? | yes | <input checked="" type="radio"/> no | unsure |
| 14. The Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | yes | <input checked="" type="radio"/> no | unsure |

15. All, or part, of the Property is subject to, enrolled in or in violation of a Farmland Preservation Agreement (see 23) or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program? yes ☒ no ☐ unsure
16. A pier attached to the Property that is not in compliance with state or local pier regulations? See <http://dnr.wi.gov/> for information. yes ☒ no ☐ unsure
17. Governmental investigation or private assessment/audit (of environmental matters) ever being conducted? When and by whom? yes ☒ no ☐ unsure
18. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking? yes ☒ no ☐ unsure
19. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property? yes ☒ no ☐ unsure
20. A structure on the Property designated as a historic building, any part of the property located in a historic district, or burial sites or archeological artifacts on the Property? yes ☒ no ☐ unsure
21. Other defects affecting the property? yes ☒ no ☐ unsure
22. Use Value Assessments: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.
- (a) The land has been assessed as agricultural land under Wis. Stat. § 70.32 (2r)? yes ☒ no ☐ unsure
- (b) The land has been assessed a use-value conversion charge under Wis. Stat. § 74.485(2)? yes ☒ no ☐ unsure
- (c) The payment of a use-value conversion charge has been deferred under Wis. Stat. § 74.485(4)? yes ☒ no ☐ unsure
23. Notice: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Call 608-224-4500 or visit <http://www.datcp.state.wi.us/workinglands/index.jsp> for more information. The property is in a certified farmland preservation zoning district or subject to a farmland preservation agreement? yes ☒ no ☐ unsure

EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS

Property is within the Uptown Business Improvement District (BID #3) A special Assessment district.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 608-240-5830.

The Owner certifies that the information in this report is true and correct to the best of the Owner's knowledge as of the date below.

(X) [Signature] Date 5/9/11 (X) [Signature] Date ▲

RDA, City of Racine

Broker certifies that Broker has inspected the property and that unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report.

First Weber Group

Broker/Firm Name ▲

(X)

By ▲

John P. Crimmings

Date ▲

I acknowledge receipt of a copy of this report.

(X) [Signature] Date 6-20-11

Buyer's Signature ▲

Date ▲

(X)

Buyer's Signature ▲

Date ▲

* BILLBOARD *

ATTACHMENT - LISTING QUESTIONNAIRE - 1526 WASHINGTON AVENUE

There is a billboard on the westerly facing side of 1526 Washington Avenue. The space for the billboard is leased by Gary De Pelecyn and Jane De Pelecyn under an agreement dating from December 28, 1987. Term of the lease is 30 years.

It is the intention of the Redevelopment Authority to remove the billboard at the earliest opportunity. Therefore, sale of the property does not include the billboard and will not include the leasehold interest associated with it.

READ & UNDERSTOOD BY
BUYER

* Yan 6-20-11

* Ma Li

REALTOR Mark Gregory
6/20/11