

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 13, 2012 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Ronald McDonald House Charities of Eastern Wisconsin, Inc.

4 _____, offers to purchase the Property
5 known as [Street Address] vacant land more particularly described on Exhibit A, attached hereto

6 in the City of Wauwatosa, County of Milwaukee, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** Six Hundred Seventy-Five Thousand Five Hundred Dollars
9 _____ Dollars (\$ 675,500.00).

10 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____
17 _____

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: _____

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before August 24, 2012. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____

41 Buyer's recipient for delivery (optional): Michael Best & Friedrich LLP, ATTN: Atty. Alan Marcovitz

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) _____ Buyer: (414) 277-0656

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 100 E. Wisconsin Ave., Suite 3300, Milwaukee, WI 53202

50 Delivery address for Buyer: _____

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): _____

56 E-Mail address for Buyer (optional): _____

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

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
126 generated from the use of the land for farming or grazing purposes. This land market value is based on the use of the land for
127 farming or grazing purposes. The use value assessment system is administered by the Wisconsin Department of Revenue. For more
128 information, visit <http://www.wisconsin.gov/revenue>.

129 **FARMLAND PRESERVATION:** Zoning a property zoned for farm and preservation is another use of the land. The zoning of a
130 farmland preservation agreement or removal of a farmland preservation agreement can require payment of a conversion fee equal to
131 the difference between the use value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
132 for more information. For more information, visit www.wisconsin.gov/dat.

133 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department of
134 Agriculture, to stop growing crops on highly erodible or environmentally sensitive land. CRP contracts are typically for a
135 seven to ten year period. CRP contracts run for 10 to 15 years and owners receive an annual rental plus one-half of the cost of
136 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
137 information, call the State Farm Service Agency office at 608-785-7700 or visit www.fsa.usda.gov.

138 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
139 restrictive than the minimum state shoreland zoning ordinance. County shoreland zoning ordinances vary, but all shoreland zoning
140 ordinances seek to protect the natural resources of the shoreland. Shoreland zoning ordinances are designed to protect and enhance
141 the shoreland. Shoreland zoning ordinances regulate the use of land along the shoreland. Shoreland zoning ordinances regulate
142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
143 standards that may be exceeded only if a mitigation plan is adopted, and repairs to nonconforming structures. Buyers must
144 comply with any existing shoreland zoning ordinance for the property. For more information, visit www.wisconsin.gov/dnr
145 or visit www.wisconsin.gov/dnr.

146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS:**

- 161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
- 162 written notice physically in the Party's possession, regardless of the method of delivery.
- 163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
- 164 defined to include:
 - 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 - 166 assessments or otherwise materially affect the Property or the present use of the Property.
 - 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
 - 168 c. Land division or subdivision for which required state or local approvals were not obtained.
 - 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
 - 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 - 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 - 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
 - 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 - 174 (where one or both of the properties is used and occupied for farming or grazing).
 - 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
 - 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
 - 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 - 178 including, but not limited to, gasoline and heating oil.
 - 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 - 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 - 181 premises.
 - 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
 - 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 - 184 Property.
 - 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 - 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 - 187 according to applicable regulations.

188 (Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
190 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
191 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
192 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
193 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
194 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
195 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
196 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
197 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
198 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
199 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**
200 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
201 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
202 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
203 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
204 and interest may be adjusted to reflect interest changes.
205 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
206 526-534 or in an addendum attached per line 525.
207 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
208 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
209 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
210 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
211 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
212 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
213 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
214 **unacceptability.**
215 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
216 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
217 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
218 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**
219 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
220 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
221 commitment.
222 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
223 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
224 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
225 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
226 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
227 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
228 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
229 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
230 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
231 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
232 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
233 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
234 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
235 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
236 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
237 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
238 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
239 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
240 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
241 purchase price, accompanied by a written notice of termination.
242 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
243 **deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: Expanding
 307 Ronald McDonald House.

308
 309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
 310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
 311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
 312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
 313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
 315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
 316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
 318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
 319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
 320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
 322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
 323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
 324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
 325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
 326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**
 327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
 328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~
 330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
 331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
 334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
 335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
 336 proposed use: _____

337
 338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
 339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
 340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
 341 gas _____; sewer _____; water _____;
 342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~
 344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
 345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
 347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
 348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
 349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
 350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
 352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
 353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)
 354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
 355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
 356 if any, and:

357 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:
 358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
 360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
 361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
 362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
 363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
 364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION:** Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage
369 information if material to Buyer's decision to purchase.

370 **EARNEST MONEY**

371 ~~THE BUYER'S~~ Unless otherwise agreed, earnest money shall be paid and held in trust as soon as possible by the
372 Buyer's agent if the property is not listed on Seller's account if the broker is involved, until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
375 parties or an attorney if someone other than Buyer makes payment of earnest money, consider a special
376 disbursement agreement.

377 **DISBURSEMENT:** If negotiation does not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 expenses for a payor's depositary institution) as soon as may be paid by check to the persons who paid the earnest money.
379 A check or money order shall be disbursed according to the closing statement if this Offer does not close, the earnest
380 money shall be disbursed according to the written disbursement agreement signed by all parties to the Offer. If the
381 disbursement agreement has not been prepared or broker within 30 days after the date of closing, broker may disburse
382 the earnest money if it is directed by a notary public who has reviewed the transaction and does not represent Buyer or Seller
383 (1) into a court hearing or lawsuit involving the earnest money and all Parties to this Offer (3) as directed by court order or (4)
384 any other disbursement required or allowed by law. Broker may retain legal fees to be disbursed and pay for the
385 interpretation of (2) and broker may be deduct from the earnest money any costs and reasonable attorney fees, not to
386 exceed \$250, in order to disburse it.

387 **LEGAL RIGHTS ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer or Seller's legal rights to earnest money can be determined by broker within 30 days prior to
389 disbursement (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail to Buyer or
390 Seller or agree with broker proposed disbursement, or lawsuit may be filed to obtain a court order regarding disbursement
391 within 30 days of disbursement of earnest money. Disputes arising out of the sale of property shall be party with the
392 dwelling unit and certain other earnest money disputes. Buyer and Seller shall consult with attorneys regarding their
393 legal rights and consult with a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer and applicable Department of Regulation and this existing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. TR 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: ~~(1) earnest money payments;~~ (2) binding acceptance; (3)
412 occupancy; (4) date of closing; ~~(5) contingency Deadlines~~ **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except:

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____

424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

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

468 If **Buyer defaults**, Seller may:

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

472 If **Seller defaults**, Buyer may:

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

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

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached Addendum _____ is/~~are~~ made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Attorney Alan Marcuvitz, Michael Best & Friedrich LLP

536 _____ on June 13, 2012

537 (x) Ronald McDonald Ronald Monday 6-21-12
538 Buyer's Signature ▲ Print Name Here ► Ronald McDonald House Charities of Eastern Wisconsin, Inc. Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► Milwaukee County Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

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

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► Ronald McDonald House Charities of Eastern Wisconsin, Inc. Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Milwaukee County Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____

553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

EXHIBIT A-1

Legal Description

South 3.5 acres

All that part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 21 and the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 28, Town 7 North, Range 21 East, City of Wauwatosa, Milwaukee County, Wisconsin bounded and described as follows: Commencing at the southwest corner of said Southwest Quarter (SW ¼); thence North 86°24'32" East along the south line of said Southwest Quarter (SW ¼) 300.94 feet; thence South 00°41'00" East 170.22 feet to the north right-of-way line of Watertown Plank Road; thence North 84°32'21" East along said north right-of-way line 200.08 feet; thence easterly 38.91 feet along said north right-of-way line and the arc of a curve 38.91 feet, center lies to the north, chord bears North 83°40'38" East 38.90 feet to the place of beginning of the land hereinafter to be described; thence North 00°52'42" East 254.69 feet; thence North 14°35'27" West 67.38 feet; thence South 89°19'00" West 30.75 feet; thence North 30°49'59" West 144.28 feet; thence South 89°19'00" West 27.00 feet; thence North 00°41'00" West 155.20 feet; thence North 87°48'17" East 683.01 feet; thence South 00°41'00" East 484.70 feet to the north right-of-way line of Watertown Plank Road; thence South 73°57'08" West along said north right-of-way line 40.00 feet; thence North 13°53'50" West 92.59 feet; thence North 23°00'52" West 125.00 feet; thence North 41°00'52" West 135.00 feet; thence North 69°30'52" West 190.00 feet; thence South 75°44'08" West 135.00 feet; thence South 04°14'08" West 470.00 feet to the place of beginning. Containing 152,460 square feet (3.5 acres) of land.

EXHIBIT B-1

Legal Description

North 3.5 acres

All that part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 21, Town 7 North, Range 21 East, City of Wauwatosa, Milwaukee County, Wisconsin bounded and described as follows: Commencing at the southwest corner of said Southwest Quarter (SW ¼); thence North 86°24'32" East along the south line of said Southwest Quarter (SW ¼) 300.94 feet; thence South 00°41'00" East 170.22 feet to the north right-of-way line of Watertown Plank Road; thence North 84°32'21" East along said north right-of-way line 200.08 feet; thence easterly 38.91 feet along said north right-of-way line and the arc of a curve 38.91 feet, center lies to the north, chord bears North 83°40'38" East 38.90 feet; thence North 00°52'42" East 254.69 feet; thence North 14°35'27" West 67.38 feet; thence South 89°19'00" West 30.75 feet; thence North 30°49'59" West 144.28 feet; thence South 89°19'00" West 27.00 feet; thence North 00°41'00" West 155.20 feet to the place of beginning of the land hereinafter to be described; thence continuing North 00°41'00" West 223.30 feet; thence North 87°48'17" East 683.01 feet; thence South 00°41'00" East 223.30 feet; thence South 87°48'17" West 683.01 feet to the place of beginning. Containing 152,460 square feet (3.5 acres) of land.

ADDENDUM A

**To Vacant Land Offer to Purchase
between
Ronald McDonald House Charities of Eastern Wisconsin, Inc.
and
Milwaukee County**

I. Agreement to Buy and Sell.

A. Buyer agrees to purchase the Property (as defined below) from Seller and Seller agrees to sell the Property to Buyer on the terms and conditions set forth in the attached WB-13 Vacant Land Offer to Purchase and this Addendum A (collectively, the "Purchase Agreement"). If there are any inconsistencies between the provisions of the attached WB-13 Vacant Land Offer to Purchase and this Addendum, the provisions of this Addendum shall control.

B. For purposes of this Purchase Agreement, the term "Property" means 3.5 acres of vacant land in the City of Wauwatosa, Milwaukee County, Wisconsin, including all rights, privileges, easements and appurtenances to said vacant land. The Property is more specifically identified on the legal description attached as Exhibit A-1 and A-2 to the Offer to Purchase.

C. The current Ground Lease for an area of 4.0655 acres, dated March 11, 1983, shall continue in force and effect for a term ending February 28, 2083. Upon termination of the Ground Lease, or earlier at County's sole option, title to the aforesaid Ground Leased area shall be conveyed to Buyer by Warranty Deed, for \$1.00, "as-is and where-is", with respect to environmental and sub-soil conditions.

II. FIRPTA. Seller certifies that Seller is not a foreign person within the meaning of § 1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyer at closing a certificate to that effect, together with Seller's taxpayer identification number.

III. Evidence of Title Regarding Para. 1, A, B and C, above.

A. Seller will deliver to Buyer, at Buyer's expense, an ALTA owner's policy of title insurance ("Title Policy") issued by a nationally recognized title insurer acceptable to Buyer ("Title Company") in the amount of the Purchase Price, without exception or qualification other than the Permitted Encumbrances (as defined below). In addition, the Title Policy shall include a comprehensive endorsement and endorsements for survey, zoning and GAP.

B. Within fifteen (15) days after Acceptance, Seller shall furnish and deliver to Buyer, at Buyer's expense, an ALTA title insurance commitment ("Title Commitment") on the Property issued by the Title Company pursuant to which the Title Company agrees to issue an owner's standard form ALTA policy of title insurance on the Property in the amount of the Purchase Price. The Title Commitment shall show all covenants, conditions, restrictions, liens, encumbrances, and other matters of record affecting the Property, and shall include copies of all documents that appear as exceptions to title in the Title Commitment.

C. If the Title Commitment discloses any title exceptions objectionable to Buyer other than encumbrances to be satisfied out of the closing proceeds, then Buyer shall have ten (10) days following the date of Buyer's receipt of the Title Commitment to notify Seller in writing of these objections. If Buyer fails to deliver such notice within that ten (10) day period, Buyer shall be deemed to have approved the condition of title as shown by the Title Commitment. Exceptions to title approved by Buyer under this Paragraph III(C) are "Permitted Encumbrances" for purposes of this Purchase Agreement.

D. Seller shall use reasonable commercial efforts to cure Buyer's objections to title within ten (10) days after Seller receives Buyer's notice of title objections under Paragraph III(C) ("Title Cure Period"). If, following the exercise of reasonable commercial efforts, Seller is unable to cure all of Buyer's objections to title within the Title Cure Period, Buyer shall have the option of either:

1. Terminating this Purchase Agreement at any time within ten (10) days after expiration of the Title Cure Period by giving written notice of termination to Seller. Upon such termination, this contract shall terminate and be of no further force or effect; or
2. Accepting the title exceptions that Seller is unable to cure within the Title Cure Period, which title exceptions shall be deemed Permitted Encumbrances for purposes of this Purchase Agreement.

IV. Representations by Seller and Acknowledgement by Buyer. In addition to the representations and warranties contained in the attached WB-Vacant Land Offer to Purchase, Seller represents and warrants the following:

A. That, Seller has no notice or knowledge of any: (i) violations of any pollution, health, safety, environmental, fire, building, or zoning code, law, ordinance, or regulation, (ii) widening, changes of grade or limitation of the use of streets abutting the Property, or (iii) the probable imposition of any special taxes or assessments.

B. That Seller has no notice or knowledge of any land fills, hazardous substances, mold, underground storage tanks, PCBs, subterranean tunnels, cavities, wells, mines,

sink holes, springs or concealed fill-ins on or under the Property, and neither the Property nor any part thereof has been used, and prior to Closing will not be used, for the manufacture, storage or disposal of any hazardous substance, solid waste or hazardous waste as the same be identified as hazardous by any federal, state, county or municipal law, statute, ordinance, order or regulation related to protection of the environment and applicable to the Property (including without limitation, any regulations promulgated by the Federal Environmental Protection Agency and the Wisconsin Department of Natural Resources).

C. Conveyance of any land hereunder shall be subject to Seller's retaining property interests for, and right of entry to, County utilities located on the purchased land. Buyer's signage shall be consistent with signage for the Milwaukee Regional Medical Center ("MRMC"). Buyer shall proportionately pay on an annual basis for fire protection service. Buyer shall proportionately pay on an annual basis for, and accept supportive services for as long as provided, similar to the other MRMC geographic members, pursuant to Chapter 98, Milwaukee County General Ordinances, commonly known as the Cost Sharing Ordinance ("CSO"). Said CSO services shall comprise, but not be limited to, water, sanitary and storm sewer, tie-in privileges to utilities, costs and expenses for utility metering and controlling devices, etc. Buyer shall accept all of the land "as is", "where is" with all faults and conditions (*i.e.* environmental, subsoil, subsurface structures, etc.) Buyer shall maintain, replace and assume all costs for snowplowing/de-icing of all internal Buyer's roadways, parking lots and walkways located on any of the purchased land as well as the access roadway from Watertown Plank Road, which currently abuts the eastern boundary of the Ground Leased area.

D. At a point in time determined by Seller, in conjunction with the City of Wauwatosa, and Buyer, Buyer shall financially participate proportionately in the reconstruction and ongoing maintenance of that portion of North 92nd Street extending from Watertown Plank Road to the current north line of Buyer's Property, if the increased Buyer's building density demands ingress/egress to Seller's land other than via the Watertown Plank Road access roadway.

V. Development Agreement.

Buyer will enter into a recordable Development Agreement ("DA") containing the scope and timing of the proposed project, with a commitment that all of the land will be used exclusively for the approved and defined Buyer's mission. Buyer will be receptive to incorporating in its development plans walking trails which provide public access linking Buyer's site with Seller's land to the north and the existing natural resources within the Northeast Quadrant and greater surrounding area. The DA will include, among other things, a prohibition against selling any or all of the land covered by the Ground Lease, Exhibit A-1 and A-2 and Exhibit B-1 and B-2 without County Board approval. Construction and development of Buyer's improvements shall be in compliance with Disadvantaged Business

Enterprise participation for professional services (17%) and construction costs (25%) for the project. This percentage participation is pursuant to the County's Division of Community Business Development Partners goal for public works projects.

VI. Closing.

A. If this Purchase Agreement has not been previously terminated or extended as permitted under this Purchase Agreement, the closing of the purchase and sale of the Property ("Closing") will occur at the offices of the Title Company of Buyer's choice on a date mutually agreed to by Buyer and Seller, but no later than September 30, 2012. The date on which Closing occurs is the "Closing Date."

B. Seller's Obligations. At Closing, Seller shall execute and deliver (in a form acceptable to Buyer and the Title Company):

1. A Warranty Deed conveying the Property to Buyer free and clear of all liens and encumbrances except Permitted Encumbrances;
2. A Non-foreign person affidavit;
3. The Title Company's standard Owner's Affidavit as to liens and possession;
4. A "GAP" undertaking of Seller;
5. Duplicate originals of the Closing Statement;
6. Such proof of Seller's authority and authorization to enter into this Purchase Agreement and perform Seller's obligations under this Purchase Agreement as may be reasonably required by the Title Company; and
7. Such other documents as Buyer may reasonably request to enable Buyer to consummate the transaction contemplated in this Purchase Agreement; provided none of said additional documents imposes any cost or obligation upon Seller not otherwise specifically imposed upon Seller pursuant to the terms of this Purchase Agreement.

C. Buyer's Obligations. At the Closing, Buyer shall deliver, in immediately available funds, an amount equal to the Purchase Price net of closing proration, adjustments and credits. In addition, at Closing, Buyer shall execute and deliver (in a form acceptable to Seller and the Title Company):

1. Such proof of Buyer's authority and authorization to enter into this Purchase Agreement and perform Buyer's obligations under this Purchase Agreement as may be reasonably required by the Title Company;

2. Such other documents as Seller may reasonably request to enable Seller to consummate the transaction contemplated in this Purchase Agreement; provided none of said additional documents imposes any cost or obligation upon Buyer not otherwise specifically imposed upon Seller pursuant to the terms of this Purchase Agreement.
3. For any conveyance covered by this offer, Buyer shall absorb those real estate costs/fees typically associated with the purchase of property interests from Seller when Seller is not soliciting offers. Such costs/fees include, but are not limited to, land division expenses, preparation of legal descriptions, surveys, obtaining title insurance and filing and recording fees.

VII. Future Expansion.

Seller agrees to consider any request from Buyer in the future, for further expansion of Ronald McDonald House, beyond the Ground Leased area and the land described in Exhibit A-1 and A-2, annexed to the Offer to Purchase and to promptly submit such request to the Milwaukee County Board and Milwaukee County Executive. Such consideration, if requested, shall apply only to the land described in Exhibit B-1 and B-2, attached to this Addendum.

VIII. Miscellaneous.

- A. Parties Bound. This Purchase Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.
- B. Governing Law. The laws of the State of Wisconsin shall govern the validity, construction, enforcement and interpretation of this Purchase Agreement.
- C. Entirety and Amendments. This Purchase Agreement embodies the entire agreement between the parties relating to the Property and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.
- D. Survival. The representations, warranties, covenants, agreements, and indemnities set forth in this Purchase Agreement shall survive the Closing.
- E. Attorney's Fees. If either party commences an action to enforce the terms of, or to resolve a dispute concerning, this Purchase Agreement, the prevailing party in any such action shall be entitled to recover all costs and expenses incurred by such party in connection with such action, including, but not limited to, reasonable attorney's fees and court costs.

F. Broker Disclosure. Buyer and Seller represent and warrant to the other that there is/are no real estate broker(s) which may be entitled to a commission or fee as the result of this transaction herein contemplated. Seller and Buyer shall indemnify each other against any brokerage claims.

G. Acceptance Date. Notwithstanding language to the contrary contained anywhere else, the term "Acceptance Date" shall mean the date on which the party making the last offer or counter-offer receives an executed copy of the other party's acceptance of such offer or counter-offer.

BUYER:

**Ronald McDonald House
Charities of Eastern Wisconsin, Inc.**

By: *Ronald McDonald*

6/21/12
Date

By: _____

Date

SELLER:

Milwaukee County

By: _____

Date

By: _____

Date