

AGREEMENT TO PURCHASE REAL ESTATE

To: BRW Ventures, LLC

Date: November 21, 2013

I/we, the undersigned individual(s) and/or entity(ies) signing as Buyer (hereafter "Buyer", whether one or more), offer to purchase the real estate identified as tract(s) _____ in the Revised Auction Tract Map attached as Exhibit A and prepared for purposes of the auction conducted on this date by Schrader Real Estate and Auction Co., Inc. ("Auction Company"), said tract(s) being approximately _____ (±) acres in Grant County, Wisconsin and more particularly described in the Survey(s) (as defined below), together with any attached improvements and permanent fixtures (the "Property"). This offer incorporates the terms and conditions herein, the attached Exhibit A, the Survey(s), and the auction announcements attached as Addendum A (collectively, this "Agreement").

- 1. PURCHASE PRICE. Buyer shall pay the Total Purchase Price in cash at closing, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as may be provided in this Agreement. The Total Purchase Price consists of the bid amount, plus a 2% Buyer's Premium, as follows:

\$ _____ + \$ _____ = \$ _____
(Bid Amount) (2% Buyer's Premium) (Total Purchase Price)

- 2. EARNEST MONEY. Concurrently with this offer, Buyer shall deliver the sum of \$ _____ as earnest money (the "Earnest Money"), payable to Midwest Title Corporation, 125 N. Jefferson St., Lancaster, WI 53813 (Tel: 608-723-2976), to be held in escrow and applied to the purchase price at closing.
3. TAXES AND ASSESSMENTS. "Seller's Taxes" refers to the real estate taxes assessed against and attributable to the Property for the calendar year 2013 and all prior years. Any unpaid Seller's Taxes shall be withheld from Seller's proceeds at closing and paid directly to the appropriate tax collection office; provided, however, any portion of Seller's Taxes that is not known at the time of closing shall be estimated based on the amounts billed for 2012 and the amount thus estimated shall be withheld from Seller's proceeds at closing, deposited in escrow with the closing agent, and applied towards the payment of Seller's Taxes when billed, with any shortage or surplus to be paid by or refunded to Seller; or alternatively, if Seller so elects, the amount thus estimated shall be paid via credit against the sums due from Buyer at closing, with no further settlement or adjustment after closing, and Buyer shall then pay all real estate tax installments, to the extent attributable to the Property, which become due after closing. Buyer shall pay all special assessments, if any, that are last payable without a penalty after the date of closing.
4. SURVEY. For purposes of this Agreement, the term "Survey(s)" refers to, collectively, the survey(s) of the particular Property identified by the auction tract number(s) written above and identified by matching tract numbers in the survey(s), being one or more of the Austin Engineering surveys posted to the auction website prior to the auction and posted for review prior to bidding at the auction. The Property will be conveyed in accordance with the Survey(s). The survey costs will be allocated to the auction tracts on a per-acre basis and the amount thus allocated to this Property shall be shared equally (50:50) by Seller and Buyer.
5. DEED; TITLE INSURANCE. Seller shall furnish at Seller's expense and shall execute and deliver at closing a Warranty Deed conveying the Property to Buyer subject to the Permitted Exceptions. Seller shall also furnish at Seller's expense an owner's title insurance policy, in the amount of the purchase price, insuring marketable title to the Property; subject, however, to all standard exceptions, conditions and requirements and subject to the Permitted Exceptions. Prior to closing, Buyer shall be entitled to receive a commitment for the issuance of such title insurance policy dated after the date of this Agreement (the "Final Title Commitment"). Should Buyer require a loan policy of title insurance, Buyer shall be responsible for providing information to Midwest Title Corporation prior to closing and shall be responsible for all costs associated with such loan policy of insurance.
6. PERMITTED EXCEPTIONS. Buyer agrees to accept the title, deed, title insurance and any survey notwithstanding and subject to the following matters (each a "Permitted Exception" and, collectively, the "Permitted Exceptions): (a) existing roads, public utilities and drains; (b) visible uses and easements; (c) recorded easements, conditions, restrictions, reservations and other matters (except liens) appearing of record; (d) current taxes and assessments; (e) any matter disclosed in this Agreement (including Addendum A); (f) any matter listed or disclosed in the preliminary title insurance schedules described in Addendum A; and (g) any matter depicted or disclosed in the Survey(s) (as defined above).
7. CLOSING. Closing shall be held on or before December 20, 2013; provided, however, the closing date may be extended for a reasonable period of time if the Final Title Commitment and/or Seller's closing documents are not completed in time to close by said date. The closing shall be held at and/or administered through the office of Midwest Title Corporation, at the address stated above, or otherwise as mutually agreed.
8. RISK OF LOSS. The Property shall be conveyed at closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until closing. Seller's insurance may be canceled as of the closing date.
9. POSSESSION. Possession shall be delivered at closing. Seller shall pay for all utilities, if any, until possession is delivered.
10. REAL ESTATE CONDITION REPORT. Buyer acknowledges that, before submitting this Agreement to Seller or Seller's agent, Buyer received a Real Estate Condition Report with respect to the Property signed by Seller. Buyer further acknowledges and agrees that the Real Estate Condition Report is subject to the provisions set forth in Section 11, below.
11. THE PROPERTY IS SOLD "AS IS" AND "WHERE IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES. Buyer is responsible for having completed Buyer's own inspections, investigations and evaluations of: (a) the Property and its suitability for Buyer's intended use; and (b) any information and reports provided with respect to the Property. Seller and Auction Company make no promise, representation or warranty with respect to any acreages, zoning matters, location or availability of utilities, assurance of building or other permits, or that the Property qualifies for any specific use or purpose. Seller and Auction Company shall have no liability with respect to (and hereby disclaim all representations and warranties contained in) any third party reports or materials provided in connection with the Auction or the Property. For purpose of this paragraph, "Seller" and "Auction Company" include their respective agents, officers, employees and representatives.
12. REMEDIES. (a) If this transaction fails to close due to non-performance, breach and/or default with respect to the Buyer's obligation(s) under this Agreement (hereafter, a "Buyer Default"), Seller shall be entitled to recover liquidated damages in an amount equal to ten percent (10%) of the purchase price and, upon Seller's receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that in the event of a Buyer Default: (i) it would be impractical and extremely difficult to calculate the damages which Seller may suffer and that the liquidated damages amount provided above is a reasonable estimate of the total net economic detriment that Seller would suffer; (ii) Seller shall have the right to recover such liquidated damages from any funds, including the Earnest Money funds, held by the escrow agent or closing agent on behalf of Buyer; (iii) Buyer will execute and deliver to such agent an instrument releasing such funds to Seller, up to the amount of the liquidated damages; and (iv) if Buyer fails to execute and deliver such release, the funds shall remain in escrow

until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to liquidated damages, all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy. If this liquidated damages provision is adjudicated as unenforceable, all other remedies shall be available to Seller, in equity or at law, including the right to recover actual damages, plus attorney fees.

(b) If Seller, acting in good faith, is unable to convey the Property in conformance with the title requirements and other requirements of this Agreement, either party may terminate this Agreement by written notice to the other, but only after giving the other prior written notice of such nonconformity and a reasonable opportunity to cure (if Buyer is giving notice) or to waive the nonconformity (if Seller is giving notice). In the event of such termination, Buyer shall receive the Earnest Money as Buyer's sole remedy.

(c) Except as otherwise provided in subparagraph (b), above, if this transaction fails to close due to non-performance, breach and/or default with respect to the Seller's obligation(s) under this Agreement: (i) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (ii) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (iii) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance and/or any other remedy available in equity or at law.

(d) Notwithstanding any other provision, if this transaction fails to close, the escrow agent or closing agent then holding the Earnest Money is authorized to hold the Earnest Money until it receives either: (i) written disbursement instructions signed by Buyer and Seller; (ii) a written release signed by one party authorizing disbursement to the other party; or (iii) a final court order specifying the manner in which the Earnest Money is to be disbursed.

- 13. **BUYER AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY, TO THE FULL EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS, WITH REGARD TO THIS AGREEMENT AND/OR THE SALE AND PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**
- 14. **AGENCY.** Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as the agent for, the Seller. This Agreement is solely between Buyer and Seller. The Auction Company and its employees, representatives and independent agents shall not be liable for any existing or arising defects or deficiencies in any land, improvements, fixtures or equipment.
- 15. **1031 EXCHANGE.** Either party will reasonably cooperate if the other intends to structure the transfer or acquisition of the Property as part of a like kind tax-deferred exchange under Section 1031 of the Internal Revenue Code. The rights of a party may be assigned to a qualified intermediary for this purpose. However, no such assignment shall release any party from any obligations under this Agreement. Neither party will be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of the other party's exchange.
- 16. **GENERAL PROVISIONS.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be bound by any purported oral modification or waiver. This Agreement shall be constructed and enforced in accordance with the laws of the State of Wisconsin. Time is of the essence of this Agreement.
- 17. **ACCEPTANCE DEADLINE.** This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 pm (CT) on **November 21, 2013**.

BUYER:

Sign: _____ Sign: _____
 Print: _____ Print: _____
 Buyer's Address: _____
 Buyer's Tel. and Email: _____
 Deed to: _____
 Lender / Contact: _____
 Buyer's Attorney: _____

ACCEPTANCE BY SELLER: Seller hereby accepts this offer on this 21st day of November, 2013.

BRW Ventures, LLC
By its duly authorized agent(s):

Barry Brodbeck

Ronald P. Ritchie

Doug Wolf

Seller's Address: 5590 Substation Rd., Lancaster, WI 53813
Seller's Attorney: John P. McNamara, McNamara, Reinicke & Vogelsberg, LLP, 118 W. Cherry St., Lancaster, WI 53813, Tel. 608-723-2185

EARNEST MONEY RECEIPT: The undersigned acknowledges the receipt of \$_____ paid as Earnest Money on behalf of the Buyer, on the date indicated below, to be held in escrow pursuant to the terms of the foregoing Agreement.

Midwest Title Corporation
 By its duly authorized representative:
 Sign: _____
 Print: _____
 Date: _____