

RIDER

This Rider (the “Rider”) is attached to and made a part of the Residential Offer to Purchase (the “Offer”) by and between Kevin L. Zart and Chelsey L. Zart (“Seller”) and

_____ (“Buyer”) for the property described under Section 1, Property, below, located in the Town of Mount Ida, Grant County, Wisconsin and in the Town of Hickory Grove, Grant County, Wisconsin. This Rider, the Offer, Exhibit A and Exhibit B shall be collectively known as the “Agreement” when it is signed and delivered by and between Seller and Buyer evidencing acceptance of the Offer. The Rider shall control in the event of a conflict between the Rider and the Offer. The date of acceptance of this Agreement is hereinafter referred to as the “Effective Date”.

1. Property. The property being the subject of this Agreement is identified as Tract number(s) _____ (hereinafter referenced individually as the “Tract” and collectively as the “Tracts”), constituting approximately _____ acres, located in Grant County, Wisconsin, as further described with respect to Tract 1 pursuant to that certain Plat of Survey, dated April 10, 2020 and prepared by Austin Engineering, LLC as Job No. 20S047, and with respect to Tract 2, located at 15082 Homer Road, Fennimore, Wisconsin, pursuant to the General Reference Map of Grant County, WI and by legal description, all attached hereto and incorporated herein by reference as Exhibits A and B, respectively, which Buyer and Seller hereby acknowledge and agree are accurate in all respects and for all purposes under this Agreement including, without limitation, the calculation of the Purchase Price (defined below) and as further set forth in the legal description(s) of the Property to be set forth and insured under the title commitment to be issued in this transaction (the “Property”).

2. Purchase Price. Subject to adjustments and prorations set forth in this Agreement, the amount to be paid by Buyer to Seller for the Property is _____ Dollars (\$ _____) (the “Purchase Price”), representing Buyer’s successful bid(s) at auction for the Property, plus Five Percent (5.0%) thereof, as the Buyer's premium owed to Steffes Group, Inc. (the “Buyer’s Premium”) and collected with the Purchase Price, for a total sum due from Buyer of _____ Dollars

_____ Dollars (\$ _____) (the “Total Purchase Price”). For the purposes of determining the amount recognized at sale for income tax purposes and for filing the Wisconsin Real Estate Transfer Return and paying the requisite transfer fee, the Purchase Price represents the total consideration paid by Buyer to Seller in connection with the sale and purchase of the Property. Buyer and Seller hereby acknowledge and agree that all bidding and consequent pricing for Tract 1 and Tract 2 is on a per acre basis.

3. Earnest Money. Commensurate with Buyer executing and delivering the Agreement to Seller or an agent of Seller, Buyer shall issue payment to the order of Midwest Title Corporation in the amount of _____ Dollars

(\$ _____), representing an earnest money payment, constituting Ten Percent (10.0%) of the Total Purchase Price (the "Earnest Money"). The Earnest Money shall be deposited with Midwest Title Corporation, as escrow agent ("Escrow Agent") to be held pursuant to an escrow agreement having terms and provisions consistent with the terms and provisions of this Agreement and otherwise in form and content reasonably satisfactory to Buyer and Seller and their respective counsel and shall be executed by Seller, Buyer and Escrow Agent. Buyer, in Buyer's sole discretion and at Buyer's expense, may elect to have interest accrue upon the escrowed Earnest Money, and such interest shall be payable to Buyer at the time the Escrow Agent shall disburse the Earnest Money. The Earnest Money shall be applied to the Total Purchase Price at the time of Closing. In the event this transaction fails to close due to Buyer's default, the parties hereby agree that Seller and Steffes Group, Inc. shall be entitled to and shall promptly receive from Escrow Agent payment of the Earnest Money as follows: (1) Steffes Group, Inc. shall be entitled to and shall promptly receive from Escrow Agent payment of the Earnest Money in the amount of the Buyer's Premium; and (2) Seller shall be entitled to and shall promptly receive from Escrow Agent payment of the remainder of the Earnest Money notwithstanding Buyer's failure or refusal to execute and deliver to Escrow Agent documentation required by Escrow Agent as a condition to disbursement of the Earnest Money. Seller shall have the right to exercise such other remedies as are available to Seller at law and in equity.

In the event this transaction fails to close due to Seller's material default, the parties hereby agree that Buyer and Steffes Group, Inc. shall be entitled to and shall promptly receive from Escrow Agent payment of the Earnest Money as follows: (1) Steffes Group, Inc. shall be entitled to and shall promptly receive from Escrow Agent payment of the Earnest Money in the amount of the Buyer's Premium; and (2) Buyer shall be entitled to and shall promptly receive from Escrow Agent payment of the remainder the Earnest Money notwithstanding Seller's failure or refusal to execute and deliver to Escrow Agent documentation required by Escrow Agent as a condition to disbursement of the Earnest Money. Buyer shall have the right to exercise such other remedies as are available to Buyer at law and in equity.

4. Closing. Closing shall take place on or before May 21, 2020 at the office of Midwest Title Corporation, 125 N. Jefferson Street, Lancaster, Wisconsin, or upon such other date agreed to in writing by Buyer and Seller.

5. Brokerage. Seller and Buyer represent to each other that neither has dealt with any brokers or intermediaries entitled to a commission or premium from this transaction other than Steffes Group, Inc. which represents Seller. Steffes Group, Inc. shall receive payment at Closing of Buyer's Premium in the amount of Five Percent (5.0%) of Buyer's successful bid(s) for the Property constituting all sums due to Steffes Group, Inc. in this matter. Seller and Buyer hereby indemnify and hold each other harmless from all claims for commissions from all other brokers and intermediaries. The provisions of this Section 5 shall survive the date of Closing.

6. Tillage Rights. Buyer and Seller hereby agree that from and following the Effective Date, Buyer and Buyer's agent shall have access to Tract 1 to till and otherwise prepare the land for growing crops upon advance notice to Seller and providing to Seller a Certificate of Insurance issued by Buyer's insurance carrier, naming Seller as an additional insured and verifying general liability coverage of not less than \$1 million per occurrence and \$2 million annual aggregate

including contractual liability coverage for the indemnification obligations of Buyer contained in this Agreement.

Buyer hereby agrees to and shall indemnify and hold Seller harmless from and against any and all claims, actions, proceedings, losses, damages, liabilities, costs, expenses and deficiencies including, but not limited to, reasonable attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims incurred by Buyer arising directly or indirectly from any personal injury, death and/or property damage as a result of or in connection with the acts of Buyer and/or Buyer's agents upon Tract 1 and in the course of exercising Buyer's tillage rights under this section.

7. Cash Transaction/Contingencies. Buyer hereby affirms that this is a cash transaction and not subject to a financing contingency. Buyer further affirms that Buyer's obligations under this Agreement are not subject to any condition or contingency.

8. As Is. Notwithstanding any provision in this Agreement to the contrary, the Conditions Affecting the Property or Transaction at lines 116 through 178 of the Offer and all representations and warranties wherever contained in the Agreement and reference to survival of the same following Closing and the conveyance of the Property are hereby deleted and such Conditions Affecting the Property or Transaction and warranties and representations shall have no force or effect and the following is substituted therefor:

Buyer understands and agrees that the Property is being purchased "as is" and that neither Seller nor Seller's agent(s) makes nor has made any representations or warranties, whether express, implied or arising by operation of law, as to the quality or condition of the surface and subsurface of the Property, nor as to any (non)compliance with any relevant law, code, ordinance, rule or regulation, nor as to any government programs which apply to any part of the Property (e. g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges or payback obligations pending or currently deferred, if any, nor as to any other matter or condition affecting the Property. Buyer hereby acknowledges receipt of sufficient, independent consideration for the purpose of extending the terms of this paragraph to all actions against Seller or Seller's agents for negligence and/or misrepresentation, except intentional misrepresentation, which Buyer may now have or acquire in the future against Seller in relation to the Property or this Agreement. Buyer shall exclusively rely upon Buyer's personal inspections, investigations, and evaluations and the inspections, investigations and evaluations of Buyer's own agents and representatives in proceeding with the purchases hereunder and shall not rely upon any statement of Seller and/or Seller's agent(s), whether contained herein or made verbally or in writing elsewhere. Buyer hereby warrants and represents to and for the benefit of Seller and Steffes Group, Inc. that Buyer has conducted such inspections, investigations and evaluations and is satisfied with the results thereof.

The inclusion of the foregoing provision in this Agreement is material to Seller's decision to enter into this Agreement and to convey the Property to Buyer.

9. Personal Property. In connection with the personal property set forth at lines 12 through 16 of the Offer, Seller hereby disclaims, and Buyer hereby waives, any and all warranties of title, merchantability and fitness for particular purpose with respect to the personal property being transferred hereunder. Buyer has not relied upon, either directly or indirectly, any representation or warranty of Seller or any agent of Seller with respect to such personal property. Seller hereby sells and conveys to the Buyer, and Buyer hereby accepts the personal property "as is with all faults" physical condition. Buyer further acknowledges and agrees that Seller did not make any oral agreements, warranties or representations, collateral to or regarding the title to or physical condition of the personal property. Buyer hereby releases Seller and waives any and all future claims it may have against Seller related to the title to and physical condition of the personal property.

10. Waiver of Rescission/Real Estate Condition Report. Pursuant to Buyer's agreement hereunder to purchase the Property in its "as is" condition without warranty or representation, Buyer acknowledges and agrees that Seller shall not be obligated to complete, execute and deliver to Buyer a Real Estate Condition Report pursuant to Section 709.02, Wis. Stats., and Buyer hereby waives the right to rescind the Agreement under Section 709.08, Wis. Stats., for failure to receive such report.

11. Use Tax. Buyer hereby agrees to and shall indemnify and hold Seller harmless from and against any and all actions, proceedings, damages, taxes, penalties, liabilities, expenses, costs and fees including, without limitation, attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims pertaining to the conversion of any part or all of the Property's use so that it is no longer eligible to be assessed as agricultural land as provided under Section 74.485, Wis. Stats. Buyer hereby agrees to and shall be fully responsible for all conversion charges under Section 74.485, Wis. Stats., as a result of the actions of Buyer following the Closing.

12. Farm Service Agency. Buyer hereby acknowledges and agrees that Buyer shall display to the Grant County Farm Service Agency following closing a copy of the recorded deed to the Property in order to receive the following, if applicable:

- a. Allotted base acres;
- b. Information concerning and qualification for participation in applicable government programs; and
- c. Final determination of the tillable acres.

Buyer further acknowledges that the Grant County Farm Service Agency is the authority which calculates and determines the tillable acres.

13. Fences. Notwithstanding Section 90.03, Wis. Stats., Buyer hereby agrees to and shall construct, install and maintain in good repair and condition at all times all partition fences or

other markers (if such markers are agreed to by the adjoining landowners), at Buyer's sole expense, for the purpose of separating adjoining properties where Buyer and/or the adjoining landowner occupy their respective properties for farming or grazing purposes.

14. Ingress and Egress. Buyer hereby acknowledges and agrees that Buyer, at Buyer's expense, shall be solely responsible for obtaining all approvals, if the same are available to be granted, and shall construct and install all means of ingress to and egress from the Property desired by Buyer. Buyer further acknowledges that Seller does not make any warranties or representations concerning the availability of means of ingress to and egress from the Property or the legality or insurability of any existing means of ingress to and egress from the Property.

15. Announcements on the Date of Auction. Buyer acknowledges and agrees that any announcement(s) made by Steffes Group, Inc., or its authorized designee, on the date of and with respect to the auction of the advertised Tracts takes precedence over all advertising previously published or disseminated in writing or verbally. Buyer shall be responsible for identifying, understanding and evaluating with respect to Buyer's investment in the Tract(s) all such announcements.

16. Environmental Conditions. Buyer hereby acknowledges that Seller makes no warranties or representations concerning any environmental condition(s) affecting the Property or other properties, whether or not proximate or adjacent to the Property, including, without limitation:

a. Whether the Property is now or will be at the time of closing in compliance with all federal, state and local laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed wastewater or solid and/or hazardous waste including, but not limited to, all regulations and standards of the Environmental Protection Agency and the Wisconsin Department of Natural Resources or their successors or designees;

b. The existence of any basis for any action or proceeding by the local municipality, Environmental Protection Agency, Wisconsin Department of Natural Resources or any other government entity or their successors or designees;

c. The disposal of and/or existence upon the Property of any solid or hazardous waste or substance;

d. The existence of any landfills, hazardous substances, underground storage tanks, PCBs, subterranean tunnels, cavities, wells, mines, sinkholes, springs or concealed fill-ins on or under the Property; and

e. The existence of any other environmental condition or hazardous substance, solid waste or hazardous waste as the same may be identified and defined 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, regulations promulgated by the Environmental Protection Agency and the Wisconsin Department of Natural Resources or their successors or designees).

Buyer hereby agrees to and shall be, at Buyer's expense, solely responsible for all expenses of remediation and related expenses, costs, fines and penalties in connection with the same regardless of when the cause of contamination originated, the reasons for the same and the properties affected (the "Remediation Expenses"). Buyer hereby agrees to and shall indemnify and hold Seller harmless from and against any and all actions, proceedings, liabilities, costs, expenses and fees including, without limitation, reasonable attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims incurred or asserted in connection with the Remediation Expenses or due to or arising directly or indirectly from any environmental condition, substance, pollutant or other environmental or environmentally related condition, matter or substance affecting the Property.

17. Survey. Buyer and Seller hereby acknowledge and agree that Seller shall only be obligated to provide, at Seller's expense, that certain Plat of Survey, date April 10, 2020, prepared by Austin Engineering, LLC as Job No. 20S047, attached hereto and incorporated herein by reference as Exhibit A. Seller shall not be obligated to provide a survey of Tract 2. The actual surveyed acres of Tract 1 shall be used as the multiplying factor for the successful per acre bid.

18. Binding Agreement. Seller and Buyer acknowledge and agree that this Agreement is intended to be binding and enforceable and each party waives any right to challenge the enforceability of this Agreement.

19. Water, Well Systems and Septic System. Buyer hereby acknowledges receipt, review and approval of the well water test results and the septic system inspection report attached hereto and incorporated herein by reference as Exhibit C.

Buyer further hereby acknowledges that the Property is being sold without a well systems inspection, without a provision for a well systems inspection contingency under the Agreement and with Buyer accepting the well systems in their current conditions for all purposes under this Agreement for Closing and thereafter.

Buyer hereby accepts the well water, well systems and septic system in their "as is" condition without representation or warranty, whether express, implied, or arising by operation of law, all as further and completely set forth at Section 8, As Is, above, which is incorporated herein by reference as though fully set forth.

20. Miscellaneous.

a. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

b. All signatories of this Agreement warrant and represent that they have proper authority to execute these documents and to bind their respective principals to the terms and provisions hereof and that their respective principals are so bound.

c. Each party hereto shall do all things and take all actions and execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

d. This Agreement may be signed in counterparts, each of which, upon execution and delivery, shall be deemed an original. A facsimile copy of this Agreement containing facsimile signatures shall constitute a valid and binding counterpart of this Agreement as if originally executed.

e. This Agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties.

f. In the event that any provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

g. In the event the Property constitutes more than one (1) Tract, Seller shall convey the same under one deed and shall cause Midwest Title Corporation to issue one (1) title commitment ensuring each Tract constituting the Property.

SELLER:

Kevin L. Zart

Chelsey L. Zart

BUYER:

By: _____

By: _____

By: _____

By: _____

By: _____