

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road Madison, WI 53704

ADDENDUM R TO THE OFFER TO PURCHASE - RENTAL PROPERTIES

1 This Addendum is made part of the Offer to Purchase dated _____ made by the Buyer
2 _____ with respect to the Property at **4868-4882**
3 **Innovation Drive, DeForest, WI 53532**.
4 The Property is subject to rental agreements, either written or oral leases for a definite period of time, or oral or written
5 rental agreements for periodic tenants, such as month-to-month tenants, who pay rent on a periodic basis. Buyer takes
6 the Property subject to tenants' rights.

7 **■ RENT SCHEDULE:** The parties agree that the following Property rental information is current and correct with respect
8 to any leases and any month-to-month tenancies or other periodic tenancies, whether written or oral:

Unit Number	Written or Oral Rental Agreement	Lease Expiration Date/Tenancy Type	Rent Amount	Rent Due Date	Security Deposit	Delinquent Rents	Penalty Fees Due
4868	written	07/31/2026	\$2,395.00		\$2,395.00		
4870	written	07/31/2026	\$2,000.00		\$1,595.00		
4872	written	04/30/2026	\$2,000.00		\$1,690.00		
4874	written	04/30/2026	\$2,400.00		\$2,400.00		
4876	written	08/31/2026	\$2,395.00		\$2,395.00		
4878	written	05/31/2026	\$2,000.00		\$1,625.00		
4880	written	03/31/2026	\$2,000.00		\$1,650.00		
4882	written	08/31/2026	\$2,480.00		\$2,200.00		

[Attach additional schedules if needed]

21 **■ LEASES:** Complete copies of all current written leases, and all rental applications received for current tenants (are
22 attached to this Offer) (shall be furnished to Buyer within _____ days of acceptance) ~~OTRIKE ONE~~. If Buyer does not
23 receive these documents by the applicable deadline, or if the lease terms or rental applications are materially different
24 from Seller's representations or do not comply with applicable law, Buyer may deliver written notice stating Seller's
25 noncompliance to Seller within _____ days of acceptance and this Offer shall be null and void.

26 **■ PERSONAL PROPERTY:** The following appliances and equipment are not fixtures. They are included in the sale and
27 are now, and will be at closing, in good working order. State the number of each category of item included in the sale
28 and attach detailed schedules, if necessary:

8	Refrigerators	8	Unit Window Coverings	8	Dryers	8	Other: Dishwasher
8	Stoves	8	Water Softeners		Snow Blowers		Other:
	Window Air Conditioners	8	Washing Machines		Lawn Mowers		Other:

33 The total value of these items is \$ _____; this amount shall be excluded from the real estate purchase price
34 on the Wisconsin Real Estate Transfer Return. Title to these items shall be transferred at closing by Bill of Sale.

35 **■ INDEMNIFICATION:** At closing Seller shall assign all right, title and interest in the Leases to Buyer and Buyer shall
36 assume all duties, liabilities and obligations thereunder as landlord. Buyer shall indemnify and hold Seller harmless from
37 any claim or loss first arising from events occurring after closing.

38 **■ RENT:** All rent for the month of closing shall be prorated through the day prior to closing. Seller may collect any
39 delinquent rent which was due before closing for Seller's account. Seller cannot use security deposits for delinquent rent.

- 40 ■ **MAINTAIN RENTAL OPERATIONS:** Unless otherwise agreed by the Parties in writing, Seller shall give delinquent
 41 tenants appropriate notices of default, evict tenants who fail to timely cure their defaults, sue evicted tenants for
 42 delinquent rents and damages in excess of security deposits, and repair damaged units.
- 43 ■ **VACANT UNITS:** Except as provided on lines 67-70 below, Seller (shall) (shall not) STRIKE ONE ("shall" if neither is
 44 stricken) rent vacant units.
- 45 ■ **CHANGE IN TENANT STATUS:** Seller shall give Buyer prompt written notice of any tenancy termination, unit
 46 abandonment, tenant plans to vacate a unit, or a material breach of lease terms or a rent delinquency continuing for more
 47 than 7 days ("7" if left blank), occurring after the date on line 1 of this Offer.
- 48 ■ **RENTAL AGREEMENT EXTENSIONS AND RENEWALS:** Seller shall not, without Buyer's written consent, renew an
 49 expiring lease or extend a lease term; change the terms and conditions of a lease, a month-to-month tenancy or other
 50 periodic tenancy; or enter into a written lease with a month-to-month or periodic tenant.
- 51 ■ **SECURITY DEPOSITS:** Seller shall transfer the full amount of all security deposits to Buyer at closing without offset,
 52 unless the parties otherwise agree in writing. Seller may pursue any claims that Seller may have against tenants directly
 53 against the tenants.
- 54 ■ **TENANT RECORDS:** Seller shall give Buyer a copy of all tenant records at closing including any check-in reports,
 55 payments records, correspondence, notices, etc.
- 56 ■ **NOTICE OF CONTACT PERSON CHANGES:** (Seller) (~~Buyer~~) STRIKE ONE ("Buyer" if neither is stricken) shall give all
 57 tenants written notice within 10 business days of closing advising them of the sale and all new contact information for rent
 58 payments, maintenance requests, and receipt of legal process and notices per Wis. Admin. Code § ATPC 134.04(1)(b).
- 59 ■ **EVICITION:** After closing, Seller shall complete any eviction action begun before closing at Seller's cost, unless Buyer,
 60 at Buyer's cost, moves the court to be substituted or joined as plaintiff, per Wis. Stat. § 803.10(3). If Seller gave tenant(s)
 61 notice prior to closing to vacate the premises and the tenant(s) have failed to timely comply with the notice by the time of
 62 closing, (~~Seller~~) (Buyer) STRIKE ONE ("Seller" if neither is stricken) shall take all steps necessary to remove the tenants,
 63 including the filing of an eviction action, at that party's cost, unless otherwise provided in writing.
- 64 ■ **DELINQUENT RENT COLLECTED:** Any delinquent rent or fees collected after closing pertaining to rent due and
 65 payable prior to closing shall be paid to Seller's account unless otherwise agreed by the Parties in writing.

- 66 **THE FOLLOWING PROVISIONS ARE A PART OF THIS ADDENDUM ONLY IF MARKED, SUCH AS WITH "X":**
- 67 ☐ **REQUESTED VACANCIES:** Seller shall give all notices necessary to terminate the tenancy of the tenant(s) in
 68 unit(s) _____ so that these units will be vacant (at closing) (on _____) STRIKE ONE. If these
 69 tenant(s) do not timely vacate the premises, (Seller) (Buyer) STRIKE ONE ("Seller" if neither is stricken) shall be
 70 responsible to take all steps necessary to remove the tenants, including the filing of an eviction action, at that party's cost.
- 71 ☐ **NEW VACANCIES:** If _____ or more units which were occupied on the date on line 1 of this Offer are vacant
 72 on the day before closing, Buyer may deliver to Seller a written notice of termination and this Offer shall be null and void.
- 73 ■ **DEFAULT NUMBER OF DAYS:** Default number of days is 20 if nothing is entered on blank lines requiring entry of a
 74 number of days and there is no specific default stated within the provision.
- 75 ■ **ADDITIONAL PROVISIONS:** _____
 76 _____
 77 _____
 78 _____
 79 _____
 80 _____
 81 _____

- 82 Smoke Detectors Save Lives brochure: <https://dsps.wi.gov/Documents/Programs/SmokeAlarms12FamilyHomes.pdf>
 83 Carbon Monoxide Detectors brochure: <https://dsps.wi.gov/Documents/Programs/FirePrevention/CarbonMonoxideGas.pdf>

- 84 **The parties have read and understand this Addendum R and acknowledge receipt of Addendum R by initialing**
 85 **and dating below:**

86 _____
 87 (Buyer(s)' Initials) ▲ (Date) ▲ (Seller(s)' Initials) ▲ (Date) ▲

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 No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

EARNEST MONEY ESCROW AGREEMENT

Seller(s):	Conservancy Apartments of DeForest, LLC
Buyer(s):	
Property:	4868-4882 Innovation Drive, DeForest, WI 53532
Earnest Money (\$ Amount):	
Date of Offer to Purchase:	
Escrow Agent and contact (for deposit of Earnest Money):	
Title Commitment No.:	

The undersigned Seller(s) and Buyer(s) irrevocably authorize Escrow Agent to hold the Earnest Money for the above-referenced real estate transaction. Escrow Agent shall hold the Earnest Money in a non-interest bearing account and shall release the Earnest Money at the first of the following events:

- If negotiations do not result in an accepted offer for the Property, on request the Escrow Agent shall promptly disburse the Earnest Money (after clearance from payer's depository institution if Earnest Money is paid by check) to the person(s) who paid the Earnest Money;
- The closing of the sale of Property, as described in the Offer to Purchase;
- Joint written instructions from Seller(s) and Buyer(s) to disburse the Earnest Money;
- If there's a dispute between Seller(s) and Buyer(s) regarding the Earnest Money, then at Escrow Agent's sole discretion delivery of the Earnest Money to a court of competent jurisdiction; or
- Entry and receipt by Escrow Agent of an order of a court of competent jurisdiction ordering Escrow Agent to deliver the Earnest Money to a named party.

Escrow Agent shall not be liable for: (i) any act or omission done in good faith under this Agreement, nor (ii) any loss arising out of loss or impairment of the Earnest Money in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension. Escrow Agent may receive ancillary benefits from the use of the Earnest Money while held in escrow. Seller(s) and Buyer(s) agree to jointly and severally hold Escrow Agent harmless for all reasonable actions taken by Escrow Agent in accordance with this Agreement. Seller(s) and Buyer(s) further agree that any action in relation to an alleged breach of this Agreement by Escrow Agent shall be commenced within two years of the date of the breach, without regard to the date the breach is discovered. Any action not brought against Escrow Agent within that two-year time period shall be barred, without regard to any other limitations period set forth by law or statute, and Seller(s) and Buyer(s) hereby waive any statute of limitations to the contrary.

This Agreement may be executed in counterparts and when each party has executed a copy of this Agreement the executed copies taken together shall have the same force and effect as if executed in one document. Electronic signatures on this Agreement shall be deemed original signatures.

SELLER SIGNATURE:

John C Drury dotloop verified
06/09/25 11:42 PM CDT
61T7-U5VV-OR6B-WYJM

Name: Conservancy Apartments of DeForest, LLC

Date: _____

SELLER SIGNATURE:

Lisa M Drury dotloop verified
06/09/25 12:47 PM CDT
YY1Z-16V9-IXMX-SP5N

Name: _____

Date: _____

BUYER SIGNATURE:

Name: _____

Date: _____

BUYER SIGNATURE:

Name: _____

Date: _____