

Websites

www.sunbeltnetwork.com

www.bizbuysell.com

www.mergerplace.com

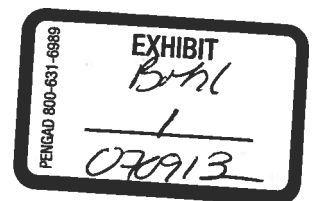
www.ibba.org

www.businessbroker.net

www.sellerworks.com

www.globalbx.com

www.bizquest.com



WB-44 COUNTER-OFFER

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

1 The Offer to Purchase dated 11/06/2007 and signed by Buyer, Indemnity Capital, LLC
2 for purchase of real estate at 2155 S. Kinnickinnic, Milw, WI, the Business Assets of Chaser's Pub is
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]

6 1- The purchase price is countered at \$325,000.00
7
8 2- The Sellers want to lease 2155 A for \$600 per month
9 until April 1, 2008.
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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before November 9, 2007 5:00 PM (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and
37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by Stephan E. Krajcir, Jet Group, LLC on 11-6-07.
39 Frank Dobert Licensee and Firm ▲ Date ▲
40 11-6-07 Joyce A. Zupet Date ▲
41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲
Frank Dobert Joyce A. Zupet

42
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
Michael Feker

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

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

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly
50 specified. NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.
51 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER



Business Name CHASER'S PUB

Listing Amendment / Cash Flow Adjustment

- 1. Update ACT 11-9-07 pb
- 2. Update Websites 11-9-07pb
- 3. Update Profile/folders 11-9-07pb
- 4. File Original, Copy in Listing Folder, Copy to broker 11-9-07pb

Offer Amendment

- 1. File Original, Copy in Listing Folder, Copy to broker(s) involved

Offer

- 1. File Original Offer, Copy in Listing Folder, Copy to broker(s) involved
- 2. Update ACT based on status of offer
- 3. Add to spreadsheet tracking Offers

Closed Files

- 1. Update ACT - Remove Active Status and Change Deal Status
- 2. Update Offer W/Earnest Money Tracker
- 3. Remove Listing from ALL Websites
- 4. Remove Listing File and Profile File from drawers
- 5. Add Closed Listing File to the Closed File Drawer
- 6. Delete Listing from BrokerFiles.com
- 7. E-mail Congratulations to all Brokers and to Jessica, Kristina, Maria & Trish
- 8. Give file back to Broker to complete Closing Package for Ed

Listing Broker MIKE PINTAR Selling Broker _____

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated September 26, 2006, between the undersigned, for sale of the property known as
2 (Street Address/Description) Chaser's Pub 2155 S. Kinnickinnic Ave, Milw, WI
3 in the City of Milwaukee, County of
4 Milwaukee, Wisconsin is amended as follows:

5 () The list price is changed from \$ 300,000.00 to
6 \$ 325,000.00

7 () The expiration date of the contract is changed from _____, _____, to midnight
8 _____

9 () The following items are (added)(deleted) **STRIKE ONE** from the list of property to be included in the list price: _____
10 _____
11 _____

12 () Other: _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____

26 ALL OTHER TERMS OF THE CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

27 (X) Stephan E. Krajcir, dba Jet Group, LLC
28 (Broker/Firm) ▲

(X) Frank Dobert Nov. 9th 07
(Seller's Signature) ▲ (Date) ▲

(Print Name) ▶ Frank Dobert

30 (X) [Signature] 11/9/07
31 By ▲ (Date) ▲
32 (Print Name) ▶

(X) Joyce A. Zupet 11-9-07
(Seller's Signature) ▲ (Date) ▲
(Print Name) ▶ Joyce A. Zupet

33 ATTACH THIS AMENDMENT
34 TO THE LISTING CONTRACT

WISCONSIN REALTORS® ASSOCIATION, 4801 Forest Run Road, #201, Madison, Wisconsin 53704 (608) 241-2047 Fax (608) 241-5168

Sunbelt Business Brokers 330 S Executive Dr Ste 303, Brookfield WI 53005-4275
Phone: (262) 901-0086 Fax: (262) 754-1603 Stephen Krajcir

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

Chaser's Pub L



Business Name CHASER'S PUB

Listing Amendment / Cash Flow Adjustment

PRICE CHANGE
 TO
 \$300,000

- 1. Update ACT 10-29-07 pb
- 2. Update Websites 10-29-07 pb
- 3. Update Profile/folders 10-29-07 pb
- 4. File Original, Copy in Listing Folder, Copy to broker 10-29-07 pb

Offer Amendment

- 1. File Original, Copy in Listing Folder, Copy to broker(s) involved

Offer

- 1. File Original Offer, Copy in Listing Folder, Copy to broker(s) involved
- 2. Update ACT based on status of offer
- 3. Add to spreadsheet tracking Offers

Closed Files

- 1. Update ACT - Remove Active Status and Change Deal Status
- 2. Update Offer W/Earnest Money Tracker
- 3. Remove Listing from ALL Websites
- 4. Remove Listing File and Profile File from drawers
- 5. Add Closed Listing File to the Closed File Drawer
- 6. Delete Listing from BrokerFiles.com
- 7. E-mail Congratulations to all Brokers and to Jessica, Kristina, Maria & Trish
- 8. Give file back to Broker to complete Closing Package for Ed

Listing Broker MIKE PUNTAR Selling Broker _____

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated SEPTEMBER 27, 2007, between the undersigned, for sale of the property known as

2 (Street Address/Description) 2155/2155A/B S. KINNICKINNIC AVE. AND CHASER'S PUB

3 in the CITY of MILWAUKEE, County of

4 MILWAUKEE, Wisconsin is amended as follows:

5 (X) The list price is changed from \$ 495,000 to

6 \$ 300,000

7 () The expiration date of the contract is changed from _____, _____, to midnight

9 () The following items are (added)(deleted) STRIKE ONE from the list of property to be included in the list price: _____

12 (X) Other: LISTING CONTRACT INCLUDES BOTH THE REAL PROPERTY AND BUSINESS ASSETS OF CHASER'S PUB.

26 ALL OTHER TERMS OF THE CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

27 (X) MICHAEL PINTAR, JET GROUP LLC

28 (Broker/Firm) ▲

30 (X) [Signature] 10/23/07

31 By ▲ (Date) ▲
32 (Print Name) ▶ MICHAEL PINTAR

(X) [Signature] Oct 23rd 07

(Seller's Signature) ▲ (Date) ▲

(Print Name) ▶ FRANK DOBERT

(X) _____

(Seller's Signature) ▲ (Date) ▲
(Print Name) ▶

33 ATTACH THIS AMENDMENT
34 TO THE LISTING CONTRACT

WISCONSIN REALTORS® ASSOCIATION, 4801 Forest Run Road, #201, Madison, Wisconsin 53704 (608) 241-2047 Fax (608) 241-5168

JET GROUP LLC 330 S EXECUTIVE DR STE 107, BROOKFIELD WI 53005

Phone: 2629010086 Fax: 2627541603 Jet Group, LLC d.b.a Sunbelt B

Sunbelt Business Brokers

Approved by the Wisconsin Department of Regulation and Licensing
1-1-01 (Optional Use Date)
6-1-01 (Mandatory Use Date)

WB-16 OFFER TO PURCHASE - BUSINESS WITH REAL ESTATE

Page 1 of 7

1 TO BE USED FOR SALE OF ASSETS ONLY. CONSULT APPROPRIATE ADVISORS FOR TAX, LICENSE OR OTHER QUESTIONS.

2 **GENERAL PROVISIONS** The Buyer, Indemnity Capital LLC, offers to purchase
3 the Business known as Chaser's Pub
4 **Identify business name, type of business entity and type of business** on the following terms:

5 ■ **PURCHASE PRICE:** Two Hundred Fifty Thousand
6 _____ Dollars (\$ 250,000.00).

7 ■ **EARNEST MONEY OF \$N/A** accompanies this Offer and earnest money of \$ 2,500.00 will be paid within
8 5 days of acceptance. The balance of purchase price will be paid in cash or equivalent at closing unless otherwise provided below.

9 ■ **REAL PROPERTY INCLUDED IN PURCHASE PRICE:** The following Real Property is included in the purchase price (address) _____
10 2153-2155 S Kinnickinnic Ave, Milwaukee, WI 53207

11 ■ **ADDITIONAL PROPERTY INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear
12 of encumbrances, all fixtures, as defined at lines 321-324, goodwill, stock-in-trade, ~~accounts receivable~~ and business personal property
13 as defined at lines 247-251, unless excluded at lines 15 -16, and the following additional property: All Furniture, fixtures and
14 equipment as identified on the FF&E Schedule. All inventory that can transfer subject to WI law

15 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** Sellers and tenant's personal property, gift cases and gift
16 inventory.

17 If stock-in-trade or accounts receivable are purchased, the purchase price shall be based on the following terms and costs:

18 (a) Stock-in-Trade Beverage inventory included up to \$1000 in saleable product

19 _____
20 (b) Accounts Receivable Not included

21 _____
22 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written
23 notices to a Party shall be effective only when accomplished by one of the methods specified at lines 24 - 33.

24 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
25 a commercial delivery service, addressed either to the Party or to the Party's recipient for delivery designated at lines 27 - 29 (if any),
26 for delivery to the Party's delivery address at lines 28 - 30.

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

28 Seller's delivery address: 2760 S. Delaware Ave, Bayview, WI 53207

29 Buyer's recipient for delivery (optional): _____

30 Buyer's delivery address: 605 W. Virginia Street, Milwaukee, WI 53204

31 (2) By giving the document or written notice personally to the Party, or the Party's recipient for delivery if an individual is designated at lines 27 - 29.

32 (3) By fax transmission of the document or written notice to the following telephone number:

33 Buyer: (414) 276-2191 Seller: (_____) _____

34 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
35 November 7, 2007. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

36 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at
37 lines 169-172 or in an addendum per line 419. Occupancy shall be given subject to tenant's rights, if any.

38 **TRANSFER OF LEGAL POSSESSION** Legal possession of the Business and all included property shall be delivered to Buyer at
39 the time of closing. Business personal property included in purchase price will be transferred by bill of sale or as determined by
40 Buyer and Seller. **NOTE: If real property is being leased see lines 134 - 144.**

41 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's lender or As agreed upon by Buyer
42 and Seller no later than See Provisions unless another date or place is agreed to in writing.

43 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing: real estate taxes, personal property taxes,
44 rents, prepaid insurance (if assumed), private and municipal charges, property owner's association assessments, fuel and
45 N/A. Any income, taxes or expenses shall

46 accrue to Seller, and be prorated, through the day prior to closing. Net general real estate taxes and personal property taxes shall be
47 prorated based on (the taxes for the current year, if known, otherwise on the taxes for the preceding year) (All real estate and
48 property taxes shall be paid by seller at closing).

49 **STRIKE AND COMPLETE AS APPLICABLE** **CAUTION: If real or personal property has not been fully assessed for tax**
50 **purposes or if proration on the basis of taxes for the preceding year is not acceptable, insert estimated annual tax or other**
51 **basis for proration. Note: The government taxing authority normally bills Seller for personal property taxes for the entire year.**

52 **BUSINESS AND PROPERTY CONDITION PROVISIONS**

53 ■ **REPRESENTATIONS REGARDING BUSINESS, INCLUDED PROPERTY AND THE TRANSACTION:** Seller represents to Buyer that
54 as of the date of acceptance Seller has no notice or knowledge of conditions affecting the Business, included real or personal property
55 or the transaction (as defined at lines 253 to 302) other than those identified in Seller's disclosure report dated 09/27/2006 which
56 was received by Buyer prior to Buyer signing this Offer **COMPLETE DATE OR STRIKE AS APPLICABLE** and N/A

57 _____

58 ■ **BUSINESS OPERATION**

[page 2 of 7, VVB-16]

59 Seller shall continue to conduct the Business in a regular and normal manner and shall use Seller's best efforts to keep available the services
60 of Seller's present employees and to preserve the goodwill of Seller's suppliers, customers and others having business relations with Seller.

61 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:**

62 Seller shall maintain all real and business personal property included in this Offer until the earlier of closing or occupancy by Buyer in
63 materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to the earlier of
64 closing or occupancy by Buyer, the included real or business personal property is damaged in an amount of not more than five per cent
65 (5%) of the purchase price, Seller shall be obligated to restore the damaged property. If Seller is unable to restore the damaged property,
66 Seller shall promptly notify Buyer in writing and this Offer may be canceled at the option of the Buyer. If the damage shall exceed such
67 sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer
68 elect to carry out this Offer despite such damage, Buyer shall be entitled to any insurance proceeds relating to the damaged property,
69 plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a
70 land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

71 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors and testers reasonable access to the Business and included property upon
72 reasonable notice if the inspections or tests are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly
73 provide copies of all such inspection and test reports to Seller, and to listing broker if Business is listed. Furthermore, Buyer agrees to
74 promptly restore the Business and included property to its original condition after Buyer's inspections and tests are completed, unless
75 otherwise agreed with Seller. **CAUTION: See lines 327-339 for definitions of "inspection" and "test". Seller's authorization for**
76 **inspections does not authorize Buyer to conduct testing of the Business or included property. If Buyer requires testing**
77 **contingencies, they should be specifically provided for at lines 169-172 or 419. Seller acknowledges that certain inspections or tests**
78 **may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.**

79 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer
80 shall have the right to inspect the Business and included property to determine that there has been no significant change in the
81 condition of the Business and included property, except for changes approved by Buyer.

82 ■ **PROPERTY IMPROVEMENT, DEVELOPMENT OR CHANGE OF USE:** If Buyer contemplates improving, developing or changing the use
83 of the Business or real property sold by this Offer, Buyer may need to address municipal and zoning ordinances, recorded building and use
84 restrictions, covenants and easements which may prohibit some improvements or uses. The need for building permits, zoning variances,
85 environmental audits, etc. may need to be investigated to determine feasibility of improvements, development or use changes for the
86 Business or real property sold by this Offer. Contingencies for investigation of these issues may be added to this Offer. See lines 169 -172
87 or 419. If plant closings or mass layoffs will occur as a result of this Offer the Parties should review federal and state plant closing laws.

88 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any real property, building or room dimensions, or total
89 acreage or building square footage figures, provided to Buyer or Seller, may be approximate because of rounding or other reasons, unless
90 verified by survey or other means. Buyer and Seller also acknowledge that there are various formulas used to calculate total square footage
91 of buildings and that total square footage figures will vary dependent upon the formula used. **CAUTION: Buyer and Seller should verify**
92 **total square footage formula, real property, building or room dimensions, and total acreage or square footage figures, if these figures are**
93 **material.**

94 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be
95 treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be
96 considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to,
97 or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the
98 consent of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency
99 waiver has been received by the other Party. The delivery/receipt provisions in this Offer may be modified when
100 appropriate, e.g. when mail delivery is not desirable (see lines 24-30). Buyer and Seller authorize the agents of Buyer and
101 Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement
102 service providers for the transaction.

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

106 If Buyer defaults, Seller may:

107 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

108 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
109 the earnest money and have the option to sue for actual damages.

110 If Seller defaults, Buyer may:

111 (1) sue for specific performance; or

112 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

121 ■ **ENTIRE AGREEMENT:** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
122 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the
123 benefit of the parties to this Offer and their successors in interest. **Note: Consult appropriate advisors for tax, license or other questions.**

124 PROPERTY ADDRESS: 2153-2155 S. Kinnickinnic Ave. Taxkey 466-0602-000-7, 9522-7016 [page 3 of 7, WB-16]

125 [] ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY: This Offer is contingent upon: CHECK THOSE THAT APPLY

126 [] A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment (see lines 303-315)
127 of the Real Property, at (Buyer's)/(Seller's) expense STRIKE ONE, which discloses no environmental defects as defined at lines 316-320.

128 [X] A qualified independent inspector of Buyer's choice conducting an inspection of the Real Property, and N/A
129 _____, at (Buyer's)/(Seller's) STRIKE ONE expense, which discloses no defects as defined at lines 330-333.

130 This contingency shall be deemed satisfied unless Buyer, within 15 days of acceptance, delivers to Seller a copy of the environmental site assessment /
131 inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment /inspection report(s) to which Buyer
132 objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before
133 signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Real Property is listed, promptly upon delivery to Seller.

134 LEASED PROPERTY For any Real Property included in the purchase price which is currently leased and if leases extend beyond
135 closing, Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer
136 at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are Leases exist for all tenants, both written and
137 verbal. Seller will provide copies of all leases to Buyer upon acceptance of offer.

138 [] If the real property occupied by the Business is owned by Seller, but not sold by this Offer, Seller: CHECK ONE

139 [] agrees to lease the real property to Buyer on the following terms: N/A

141 [] agrees to lease the real property according to the terms of the lease made a part of this agreement per line 419.

142 [] If the real property occupied by the Business is owned by a third party and is currently leased to Seller, then CHECK ONE

143 [] Seller agrees to assign its interest in the Lease to Buyer, if assignable. (See lines 134-137.)

144 [] Buyer will not accept an assignment of Seller's interest in the Lease.

145 DOCUMENT REVIEW/RECEIPT CONTINGENCY This Offer is contingent upon Buyer, at Buyer's expense, being able to obtain
146 the following within the number of days of acceptance specified in each item below (consider addressing licenses, permits, etc.)

147 [X] Leases for all tenants (15 days).

148 [X] Offer contingent on the buyer obtaining necessary licenses/permits. (30 days).

149 [X] Occupancy and zoning permits required for rental housing and tavern/food business (30 days).

150 This Offer is contingent upon Seller delivering the following documents to Buyer within the number of days of acceptance specified in
151 each item below:

152 [] Documents showing the sale of the Business and included real estate has been properly authorized, if Seller is a business entity (____ days).

153 [X] A complete inventory of all included business personal property which shall be consistent with all prior representations (15 days).

154 [X] Uniform Commercial Code lien search as to the business personal property included in the purchase price, showing the business
155 personal property to be free and clear of all liens, other than liens to be released prior to or from the proceeds of closing (30 days).

156 [] Copies of all leases affecting the Business or business personal property, which shall be consistent with all prior representations (____ days).

157 [] Estimated principal balance of accounts receivable and payable which shall be consistent with all prior representations (____ days).

158 [X] Copy of profit and loss statements, balance sheets, business books and records, and income tax returns for the following
159 years Copy of rent roll for 2006, 2007 which shall be consistent with all prior representations (15 days).

160 [X] Copies of all current licenses held by Business which indicate that Business holds all licenses required for current operations (15 days).

161 [] Copies of franchise agreements, if any, which shall be consistent with all prior representations (____ days).

162 [] Any agreements restricting Seller from competing with Buyer after closing which shall be consistent with all prior representations (____ days).

163 [X] Other pending action with City of Milwaukee regarding suspension of liquor license

164 This document review/receipt contingency shall be deemed satisfied unless Buyer, within 15 days of the earlier of: 1) receipt
165 of the final document to be obtained/delivered or 2) the latter of the deadlines for obtaining or delivery of the documents, delivers
166 to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s) have not
167 been timely obtained/delivered or do not meet the standard set forth for the document(s). Buyer shall keep all information reviewed
168 confidential until closing. If this Offer does not close Buyer shall promptly return all documents received from Seller.

169 ADDITIONAL PROVISIONS 1. Closing shall be 30 days after bank loan is funded. This offer is subject
170 to Buyer applying for and obtaining a valid Liquor License as required by both local and state
171 government. 2. Buyer shall review and approve all necessary work to be done to cure any defects
172 disclosed to seller based on inspections, per line 128-133.

173 SALES TAX Sales tax, if any, shall be paid by Seller. Seller agrees to surrender Seller's sales permit in a timely manner. In
174 compliance with § 77.52(18), Wis. Stats., Seller agrees to escrow the sum of \$ None out of
175 the purchase price to be held by _____

176 _____ and to be released to Seller when Seller provides the escrow agent with
177 a receipt from the Department of Revenue that any sales tax due and owing has been paid, or a certificate that no amount is due.

178 REAL PROPERTY TITLE Upon payment of the purchase price, Seller shall convey the real property by warranty deed (or other
179 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
180 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and
181 use restrictions and covenants, general taxes levied in the year of closing and N/A (provided none

(page 4 of 7, WB-16)

182 of the foregoing prohibit present use of the real property), which constitutes merchantable title for purposes of this transaction. Seller
 183 further agrees to complete and execute the documents necessary to record the conveyance. **WARNING:** Municipal and zoning
 184 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and
 185 therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

186 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title to the real property in the form of an owner's policy of title
 187 insurance in the amount of the value of the real property on a current ALTA form issued by an insurer licensed to write title
 188 insurance in Wisconsin. **CAUTION: MODIFY AMOUNT OF OWNER'S POLICY OF TITLE INSURANCE IF TITLE POLICY WILL**
 189 **INSURE TITLE TO PROPERTY OTHER THAN REAL PROPERTY. CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY**
 190 **ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

191 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title
 192 evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less
 193 than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title
 194 evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance
 195 requirements and exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF**
 196 **THE TITLE COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED**
 197 **BETWEEN THE EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

198 **TITLE ACCEPTABLE FOR CLOSING:**

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

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

211 **BULK SALES:** Seller shall comply with the Bulk Transfers Law (Chapter 406, Wis. Stats.), if applicable. The delivery of a fully executed
 212 copy of this Offer to Seller shall constitute a written demand for a list of creditors and for the preparation of a schedule of the personal
 213 property transferred, as required by the Bulk Transfers Law.

214 **RENTAL WEATHERIZATION:** Unless otherwise provided this transaction is exempt from State of Wisconsin Rental Weatherization
 215 Standards (Wisconsin Administrative Code, Comm 67). If not exempt, address which Party is responsible for compliance, including all
 216 costs (See lines 169-172 or 419). If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

217 **EARNEST MONEY**

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

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

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

243 **DEFINITIONS**

244 **ACCEPTANCE:** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures
 245 on separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**
 246 **whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

247 **BUSINESS PERSONAL PROPERTY:** "Business personal property" is defined as all tangible and intangible personal property and
 248 rights in personal property owned by Seller and used in the business as of the date of this Offer, including furniture, trade fixtures and
 249 equipment, tools used in business, telephone numbers and listings, if transferable, customer lists, trade names, business records,
 250 supplies, leases, advance lease deposits, customer deposits, signs, all other personal property used in Business, and if transferable, all
 251 permits, special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted by this Offer.

252 ■ CONDITIONS AFFECTING THE BUSINESS, INCLUDED PROPERTY OR THE TRANSACTION

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253 A "condition affecting the Business, included property or the transaction" is defined as follows:

- 254 (a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the
255 Business or included property, the present use of the Business or included property sold by this Offer;
- 256 (b) Government agency or court order requiring repair, alteration or correction of any existing condition;
- 257 (c) Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility for
258 persons with disabilities. Note a Building owner's or tenant's obligations under the ADA may vary dependant upon the financial or other
259 capabilities of the building owner or tenant;
- 260 (d) Completed or pending reassessment of the real property or business personal property sold by this Offer for tax purposes;
- 261 (e) Structural inadequacies which if not repaired will significantly shorten the expected normal life of the real property sold by this Offer;
- 262 (f) Any land division involving the real property sold by this Offer, for which required state or local approvals were not obtained;
- 263 (g) Construction or remodeling on the real property sold by this Offer for which required state or local approvals were not obtained;
- 264 (h) Any portion of the real property sold by this Offer being in a 100 year floodplain, a wetland or shoreland zoning area under local,
265 state or federal regulations;
- 266 (i) That a structure which the Business occupies or which is located on the real property sold by this Offer is designated as a historic
267 building or that any part of a structure which the Business occupies or the real property sold by this Offer is in a historic district;
- 268 (j) Material violations of environmental laws or other laws or agreements regulating the use of the Business or real property sold
269 by this Offer;
- 270 (k) Conditions constituting a significant health or safety hazard for occupants of the Business or real property sold by this Offer;
- 271 (l) Material levels of hazardous substances located on the premises which the Business occupies or on the real property sold by
272 this Offer or previous storage of material amounts of hazardous substances on the premises which the Business occupies or on
273 the real property sold by this Offer;
- 274 (m) Material levels of medical or infectious waste located on the premises which the Business occupies or on the real property sold
275 by this Offer or previous storage of material amounts of medical or infectious waste on the premises which the Business occupies or
276 on the real property sold by this Offer;
- 277 (n) Underground storage tanks for storage of flammable or combustible liquids including but not limited to gasoline and heating oil
278 on the premises which the Business occupies or on the real property sold by this Offer; *NOTE: The Wisconsin Administrative
279 Code contains registration and operation rules for such underground storage tanks.*
- 280 (o) Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited
281 to gasoline and heating oil, which are currently or which were previously located on the premises which the Business occupies or
282 on the real property sold by this Offer;
- 283 (p) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the real property
284 sold by this Offer;
- 285 (q) Any material defects in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other business personal
286 property included in the transaction, and *Seller further warrants that all will be in good working order on the day of closing;*
- 287 (r) Any encumbrances on the Business, all integral parts thereof, or the included property being conveyed in conjunction with the
288 Business, except as stated in this Offer and in any schedule attached to it;
- 289 (s) Any litigation, government proceeding or investigation in progress, threatened or in prospect against or related to the Business
290 or the included property sold by this Offer;
- 291 (t) Any road change, road work or change in road access which would materially affect the present use or access to the Business
292 or the real property included in this Listing.
- 293 (u) Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership of
294 Business or other property included in the transaction, or any permission to transfer being required and not obtained;
- 295 (v) Any unpaid Business taxes such as: income; sales; payroll; Social Security; unemployment; or any other employer/employee
296 taxes due and payable or accrued;
- 297 (w) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct condition
298 of the Business as of the date of the statements and schedules or a material change in the financial condition or operations of the
299 Business since the date of the last financial statements and schedules provided by Seller, except for changes in the ordinary course
300 of business which are not in the aggregate materially adverse;
- 301 (x) Other conditions or occurrences which would significantly reduce the value of the Business or included property to a reasonable person
302 with knowledge of the nature and scope of the condition or occurrence.

303 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" ("Phase I Site Assessment" or equivalent)(see lines
304 125-133) may include, but is not limited to: (1) an inspection of the real property; (2) a review of the ownership and use history of the
305 real property, including a search of title records showing private ownership of the real property for a period of 80 years prior to the visual
306 inspection; (3) a review of historic and recent aerial photographs of the real property, if available; (4) a review of environmental licenses,
307 permits or orders issued with respect to the real property; (5) an evaluation of results of any environmental sampling and analysis that has
308 been conducted on the real property; and (6) a review to determine if the real property is listed in any of the written compilations of sites
309 or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of
310 Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking Underground Storage Tanks, the DNR's most
311 recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which May Cause or Threaten to Cause
312 Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with generally recognized
313 industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for
314 Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise agreed an "environmental site
315 assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution.**

316 ■ **ENVIRONMENTAL DEFECT:**

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317 An "environmental defect" is defined as a material violation of environmental laws, a material contingent liability affecting the Real
 318 Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous
 319 substances either on the Real Property, or presenting a significant risk of contaminating the Real Property, due to future migration
 320 from other properties.

321 ■ **FIXTURES:** A "Fixture" is an item of property, which is on the real property on the date of this Offer, which is physically attached to or
 322 so closely associated with land and improvements so as to be treated as part of the real estate, including, without limitation, physically
 323 attached items not easily removable without damage to the real property, items specifically adapted to the real property, and items
 324 customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the real property. See Lines 11-21.

325 ■ **INCLUDED PROPERTY:** "Included property" is defined as all business personal property (as defined at lines 247-251), real property
 326 and other property of any kind or an interest in any property of any kind which has been included in the purchase price (See lines 11-21).

327 ■ **INSPECTION:** An "inspection" is defined as an observation of the included property which does not include testing of the Included
 328 property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which
 329 are hereby authorized.

330 ■ **INSPECTION DEFECT:** An "inspection defect" is defined as a structural, mechanical or other condition that would have a significant
 331 adverse effect on the value of the Real Property, that would significantly impair the health and safety of future occupants of the Real
 332 Property; or that if not repaired, removed or replaced would significantly shorten or have a significantly adverse effect on the expected
 333 normal life of the Real Property.

334 ■ **TEST:** A "test" is defined as the taking of samples of materials such as soils, water or building materials from the included property
 335 and the laboratory or other analysis of these materials. Note: Any contingency authorizing such tests should specify the areas of the
 336 included property sold or leased pursuant to this Offer to be tested, the purpose of the test, (e.g. to determine the presence or absence
 337 of environmental contamination), any limitations on Buyer's testing and any other material terms of the contingency (e.g. Buyer's
 338 obligation to return the included property to its original condition). Seller acknowledges that certain inspections or tests may detect
 339 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

340 **TIME IS OF THE ESSENCE** TIME IS OF THE ESSENCE as to all dates and deadlines in this Offer, including but not limited to:
 341 earnest money payment(s); binding acceptance; date of closing and contingency deadlines unless it is agreed that time is not of the
 342 essence for a specific date(s) or deadline(s) at lines 169-172, or in an addendum per line 419. If "Time is of the Essence" applies
 343 to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not
 344 apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

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

352 **ADDITIONAL FINANCING PROVISIONS**

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

362 ■ **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing
 363 promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described
 364 in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later
 365 than the deadline for loan commitment at line 400. Buyer's delivery of a copy of any written loan commitment (even if subject
 366 to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability.

367 **CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT**
 368 **TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

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

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

378 **SELLER FINANCING:** If this Offer provides for Seller financing, personal property transferred hereunder shall be subject to a chattel
 379 security agreement and lien rights under the Uniform Commercial Code in favor of Seller.

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

302 PROPERTY ADDRESS: 2153-2155 S. Klondickinnic Ave. Taxkey 466-0602-000-7, 9522-7016 [page 7 of 7, W3-16]

303 ALLOCATION OF PURCHASE PRICE CHECK LINE 384 OR 392

304 The Parties agree to the following allocation of the purchase price:

305 Goodwill:	\$	_____
306 Stock-in-trade:	\$	_____
307 Accounts receivable:	\$	_____
308 Business personal property:	\$	_____
309 Real Property:	\$	_____
390 Other:	\$	_____
391 Total:	\$	0.00

392 The Parties shall agree on an allocation by the following deadline: (within 30 days of acceptance of the Offer) _____

393) ~~STRIKE AND COMPLETE AS APPLICABLE~~. If the Parties cannot agree to an allocation by the deadline, the Parties shall

394 submit to binding arbitration. The Parties will share any costs of arbitration equally. Allocation may take place after closing. CAUTION:

395 Fair market value of the real property must be determined prior to closing to complete the transfer return per Wis. Stats. §77.22.

396 The Parties should consult accountants, legal counsel or other appropriate experts, as necessary.

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

398 land contract financing from Seller at closing as further described at lines 353-361 and 401-418.

399 a Commercial business or real estate ~~INSERT LOAN PROGRAM~~ (fixed) (adjustable) ~~STRIKE ONE~~

400 rate first mortgage loan commitment as further described at lines 362-381 and 401-414, within 30 days of acceptance of this Offer.

401 The financing selected shall be in an amount of not less than \$ 200,000.00 for a term of not less than 20 years,

402 amortized over not less than 20 years. If the purchase price under this Offer is modified, the financed amount, unless

403 otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly

404 payments shall be adjusted as necessary to maintain the term and amortization stated above.

405 IF FINANCING IS FIXED RATE the annual rate of interest shall not exceed 7.000 % and monthly payments of

406 principal and interest shall not exceed \$ 3,000.00

407 IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed _____ % . The initial interest rate shall

408 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum

409 interest rate during the mortgage term shall not exceed _____ % . Initial monthly payments of principal and interest shall not exceed

410 \$ _____ . Monthly payments of principal and interest may be adjusted to reflect interest changes.

411 Monthly payments may also include _____ . The mortgage may not include a

412 prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan.

413 OTHER FINANCING TERMS: None

414

415 IF FINANCING IS BY LAND CONTRACT \$ N/A shall be paid at closing (in addition to earnest money). The interest rate

416 following payment default shall be _____ % . the default period shall be _____ days for payments and _____ days for performance of any other

417 obligations. Interest shall be calculated on a prepaid basis. Any amount may be prepaid on principal without penalty at any time. Buyer

418 understands that if the term of the land contract is shorter than the amortization period a balloon payment will be due at the end of the term.

419 ~~ADDENDA~~ The attached _____ is/are made part of this Offer.

420 This Offer was drafted on 11/02/2007 (date) by (Licensee and firm) Michael Pinter, Jet Group LLC

421 BROKER DRAFTING THIS OFFER ON 11/02/2007 (DATE) IS AGENT OF (SELLER)(BUYER)(DUAL AGENT) ~~STRIKE ONE~~

422 Buyers Signature Print Name Here: Michael Pinter Social Security No. or FEIN (Optional) _____ Date 11/2/07

424 Buyers Signature Print Name Here: _____ Social Security No. or FEIN (Optional) _____ Date _____

425 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 7 of the above Offer. (See lines 217-242)

427 _____ Broker (By)

428 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE

429 CLOSING AND THE CONVEYANCE OF THE BUSINESS AND THE INCLUDED PROPERTY. THE UNDERSIGNED HEREBY AGREES

430 TO CONVEY THE ABOVE-MENTIONED BUSINESS AND THE INCLUDED PROPERTY ON THE TERMS AND CONDITIONS AS SET

431 FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

432 Seller's Signature Print Name Here: Frank Dubect Social Security No. or FEIN (Optional) _____ Date _____

434 Seller's Signature Print Name Here: Joyce Zupet Social Security No. or FEIN (Optional) _____ Date _____

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

437 THIS OFFER IS REJECTED Seller Initials _____ Date _____ THIS OFFER IS COUNTERED [See attached counter] Seller Initials _____ Date _____

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated September 27, 2006, between the undersigned, for sale of the property known as

2 (Street Address/Description) Chaser's Pub 2155/2155A/B S Kinnickinnic Ave.

3 in the _____ City _____ of _____ Milwaukee _____, County of

4 Milwaukee, Wisconsin is amended as follows:

5 (X) The list price is changed from \$ 650,000 _____ to

6 \$600,000.00 495,000 ^{FD}

7 (X) The expiration date of the contract is changed from _____ September 26 _____, 2007, to midnight

8 September 27 _____, 2008

9 () The following items are (added)(deleted) STRIKE ONE from the list of property to be included in the list price: _____

10 _____

11 _____

12 () Other: _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 ALL OTHER TERMS OF THE CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

27 (X) Michael Pintar, Set Group LLC

28 (Broker/Firm) ▲

30 (X) _____ 09/27/2007

31 By ▲ (Date) ▲

32 (Print Name) ▲ Michael Pintar

(X) Frank Dobert 09/27/2007

(Seller's Signature) ▲ (Date) ▲

(Print Name) ► Frank Dobert

(X) _____ (Date) ▲

(Print Name) ►

33 ATTACH THIS AMENDMENT

34 TO THE LISTING CONTRACT

WISCONSIN REALTORS® ASSOCIATION, 4801 Forest Run Road, #201, Madison, Wisconsin 53704 (608) 241-2047 Fax (608) 241-5168

Sunbelt Business Brokers 330 S Executive Dr Ste 303, Brookfield WI 53005-4275
Phone: 2629010086 Fax: (262) 754-1603 Michael Pintar

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com Chasers Extend

WB-6 BUSINESS LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

LISTING CONTRACT FOR SALE OF ASSETS ONLY. CONSULT APPROPRIATE ADVISORS FOR TAX, LICENSE OR OTHER QUESTIONS.
SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE BUSINESS AND PROPERTY DESCRIBED BELOW ON THE TERMS STATED IN THIS LISTING.

BUSINESS DESCRIPTION: Chaser's Pub, operating as a sole proprietorship, conducting business as a tavern

Identify Business name, type of business entity and type of business

located in the City of Milwaukee, County of Milwaukee, Wisconsin.

ADDITIONAL PROPERTY INCLUDED IN LIST PRICE: Seller shall include in the list price and transfer, free and clear of encumbrances, all goodwill, stock-in-trade, accounts receivable and all business personal property as defined at lines 202 - 206, unless excluded at lines 11 - 13, and the following additional property: All FF&E and Inventory as identified on the Schedule of Inventory and FF&E List

PROPERTY NOT INCLUDED IN THE PURCHASE PRICE: NOTE: See lines 267 - 297 if real property is included in the list price. Seller's personal property, tenants personal property

TERMS OF LISTING: PRICE: Six Hundred Fifty Thousand Dollars (\$ 650,000.00). **PAYMENT TERMS:** Cash or equivalent at closing or _____

SELLER REPRESENTATIONS REGARDING BUSINESS, INCLUDED PROPERTY AND THE TRANSACTION: Seller represents to Broker that as of the date of this Listing, Seller has no notice or knowledge of any conditions affecting the Business, included property or the transaction (as defined at lines 207 - 257) other than those identified in writing in the attached seller's disclosure report dated September 27, 2006 (see lines 286 - 290 regarding seller's disclosure reports) and: None

Strike and complete as applicable

SELLER AUTHORITY TO SELL: Seller represents that Seller has authority to sell the Business and included property. If the owner is a business entity, Seller agrees, within ten days of the execution of this Listing, to provide Broker with a copy of documents evidencing that the sale of the Business and included property has been properly authorized. **WARNING: IF SELLER REPRESENTATIONS AT LINES 17 - 25 AND ELSEWHERE ARE NOT CORRECT, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**

MARKETING: In consideration for Seller's agreements herein Broker agrees to use reasonable efforts to procure a purchaser for the Business and included property, including but not limited to the following: Newspapers, industry websites, Sunbelt website and databases, networking, direct mail. All advertising shall be Blind Type. Seller agrees that Broker may market other comparable businesses during the term of this Listing.

OTHER BROKERS: The Parties agree that Broker will work and cooperate with other brokers in marketing the Business and included property, including brokers from other firms acting as subagents and brokers representing buyers, except: N/A

EXCLUSIONS: All persons whose purchase, exchange or exercise of grant of option would earn a prior listing broker a commission under a prior listing contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within one week of this Listing, Seller agrees to deliver to Broker a list of all persons whose procurement as purchaser would earn another broker a commission under a prior listing contract. **CAUTION: Contact previous listing broker if the identity of potential protected buyers from previous listings is uncertain.** Other buyers excluded from this Listing until INSERT DATE are: N/A

COMMISSION: Seller shall pay Broker's commission, which shall be earned if, during the term of this Listing:

- 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Business or the included property;
- 2) Seller grants an option to purchase all or any part of the Business or included property which is subsequently exercised;
- 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Business or included property;
- 4) A transaction occurs which causes an effective change of ownership or control of all or any part of the Business or the included property from Seller to a third party; other than in the ordinary course of business,

5) An offer to purchase is procured for the Business or included property by the Broker, by Seller, or by any other person, at the price and on substantially the terms set forth in this Listing and the standard provisions of the current WB-16 OFFER TO PURCHASE - BUSINESS WITH REAL ESTATE (if real property is included in the list price) or WB-17 OFFER TO PURCHASE - BUSINESS WITHOUT REAL ESTATE, which is/are incorporated by reference into this Listing, even if Seller does not accept this offer to purchase. See lines 263 - 266 regarding procurement.

6) Seller enters into a management contract involving all or any part of the Business or the included property during the term of this Listing. Broker's commission shall be 10.000 % or \$12,000 (Twelve Thousand Dollars 00/100) minimum

_____ whichever is greater. The percentage commission, if applicable, shall be calculated based on the sale price if commission is earned under 1) or 2) above, or calculated based on the list price under 3) (if an exchange of the entire Business and included property), 4), 5) or 6). If less than the entire Business and included property is exchanged, the percentage commission shall be calculated on the fair market value of what is exchanged. Once earned, Broker's commission is due and payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing. Broker's commission also shall be earned if, during the term of the Listing, one owner of the Property sells, exchanges or options an interest in all or any part of the Property to another owner, except by divorce judgment. **SHOULD LITIGATION ARISE BETWEEN THE PARTIES IN CONNECTION WITH THIS LISTING, THE PREVAILING PARTY SHALL HAVE THE RIGHT TO REASONABLE ATTORNEY FEES.**

61 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any buyer who personally or through any
62 person acting for such buyer either negotiated to acquire an interest in the Business or included property or submitted a written
63 offer to purchase, exchange or option during the term of this Listing (protected buyer). If the extension is based on negotiation, the
64 extension shall be effective only if the buyer's name is delivered to Seller, in writing, no later than three days after the expiration of the
65 Listing, unless Seller was directly involved in discussions of the potential terms upon which buyer might acquire an interest in the
66 Business or included property. The requirement of this Listing to deliver the buyer's name in order to make the extension of the Listing
67 term effective also may be fulfilled as follows: 1) if the Listing is effective only as to certain individuals who are identified in the Listing
68 (One Party Listing), the identification of the individuals in the Listing shall fulfill the delivery of the buyer's name requirement and 2) if
69 buyer has requested that buyer's identity remain confidential, delivery of a notice identifying the broker with whom the buyer
70 negotiated and the date(s) of any showings or other negotiations shall fulfill the delivery of the buyer's name requirement. "Negotiated"
71 for the purpose of this paragraph means to discuss the potential terms upon which buyer might acquire an interest in the Business or
72 included property or to attend an individual showing of the Business or included property. "Submitted" for the purposes of this
73 paragraph means that a written offer has been delivered to Seller or Broker. Upon receipt of a written request from Seller or a broker
74 who has listed the Business or included property, Broker agrees to promptly deliver to Seller a written list of those buyers known
75 by Broker to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term
76 stated in this Listing, this Listing is extended, on the same terms, for one year after the Listing is terminated for "protected buyers."

77 ■ **BROKER'S ROLE AS MARKETING AGENT:** Seller and Broker acknowledge that Broker is required to be knowledgeable
78 regarding laws, public policies and current market conditions affecting real estate and business opportunities and to assist, guide and
79 advise the buying and selling public on these matters. **NOTE: WISCONSIN LICENSE LAW PROHIBITS BROKER FROM GIVING**
80 **LEGAL ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE**
81 **LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS**
82 **DESIRED. SELLER SHOULD CONSULT OTHER EXPERTS AS APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS,**
83 **OR ENVIRONMENTAL CONSULTANTS IF SERVICES BEYOND BROKER'S MARKETING SERVICES ARE REQUIRED.**

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's marketing efforts.
85 Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these
86 efforts which may include use of a multiple listing service or the Internet. Seller shall promptly notify Broker in writing of any
87 potential purchasers with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making
88 inquiries concerning the Business or included property to Broker.

89 ■ **DOCUMENTS AND RECORDS:** Seller agrees to promptly deliver, upon request of Broker, all financial, business or other records,
90 documents or other materials which are related to the Business, included property or transaction, which are required in connection
91 with the sale and which are in Seller's possession or control. Seller warrants that all written documents and records given to Broker
92 in conjunction with the Listing or sale of the Business and included property shall be true, accurate and correct, and that Seller agrees
93 to hold Broker harmless from loss by reason of Broker's use of these documents and records, including the payment of reasonable
94 attorney fees in the event of any suit against Broker arising out of the use of these documents and records. Seller authorizes Broker
95 to distribute any or all of the documents and records given to Broker to prospective buyers and their business, legal or tax counsel.

96 ■ **SELLER'S RESPONSIBILITIES:** Seller agrees to hold Broker harmless as to any losses suffered by Broker because of any breach
97 of contract by Seller where Broker has acted as agent for Seller according to terms and conditions set forth in this Listing,
98 including the payment of reasonable attorney fees required to defend Broker from claims by a buyer of the Business or included
99 property. Seller is aware that there is a potential risk of injury, damage or theft involving persons attending a showing of Real Property.
100 Seller agrees to accept responsibility for preparing the Real Property to minimize the likelihood of injury, damage or loss of personal
101 property located on the Real Property. Seller agrees to hold Broker harmless for any losses or liability resulting from personal injury,
102 property damage or theft occurring during showings other than those caused by Broker's negligence or intentional wrongdoing.

103 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker have the legal right to unilaterally terminate this Listing absent a
104 material breach of contract by the other Party. Seller understands that the Parties to the Listing are Seller and the Broker (firm).
105 Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the Listing,
106 amend the commission amount or shorten the term of this Listing, without the written consent of the agent's supervising broker.

107 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's
108 trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Seller
109 authorizes Broker to disburse the earnest money pursuant to the terms of the offer to purchase, option or exchange agreement
110 used in the transaction. If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
111 clearance from the depository institution if earnest money is paid by check) to the person who paid the earnest money. **CAUTION:**
112 **if someone other than a buyer makes payment of earnest money on behalf of a buyer, consider a special agreement**
113 **regarding disbursement at that time.** If the offer is accepted, the transaction fails to close and the earnest money is disbursed
114 to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for cash advances made by
115 Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to Broker as
116 Broker's full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to
117 Broker shall not terminate this Listing Contract or limit Broker's entitlement to commission in subsequent transactions.

118 ■ **DISCRIMINATION:** SELLER AND BROKER AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY PROSPECTIVE
119 PURCHASER ON ACCOUNT OF RACE, COLOR, SEX, SEXUAL ORIENTATION AS DEFINED IN WIS. STATS., §111.32 (13m),
120 DISABILITY, RELIGION, NATIONAL ORIGIN, MARITAL STATUS, LAWFUL SOURCE OF INCOME, AGE, ANCESTRY, FAMILIAL
121 STATUS, OR IN ANY OTHER UNLAWFUL MANNER.

122 ■ **DELIVERY:** Unless otherwise stated, delivery of documents or written notices may be accomplished by: 1) giving the document or
123 written notice personally to the Party; 2) by depositing the document or written notice postage or fees prepaid in the U.S. Mail or a
124 commercial delivery system addressed to the Party at the Party's address on line 322; 3) by electronically transmitting the document or
125 written notice to the Party's fax number at line 323. Any signed document delivered by electronic transmission to the fax number at line
126 323 shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by
127 fax shall be considered an original signature. Any document transmitted by fax shall have the binding legal effect of an original document.

128 ■ **AGENCY DISCLOSURE PROVISIONS:**

129 Upon Seller's receipt of a completed copy of this Listing, Broker has complied with Wisconsin Statute section 452.135(2) which
130 states that no broker may provide brokerage services to a party unless the broker has provided the party a written agency
131 disclosure form containing all of the following:

- 132 a) A statement of which party(ies) is/are the broker's client (See lines 138 and lines 189 - 200);
- 133 b) A statement of broker's duties to his or her client (See lines 139 - 148);
- 134 c) A statement of the broker's duties to all parties (See lines 149 - 166);
- 135 d) A statement regarding confidentiality (See lines 167 - 175) and
- 136 e) Any additional information that the broker determines is necessary to clarify the broker's agency relationship (See lines 181 - 188).

137 ■ **AGENCY DISCLOSURE**

138 Wisconsin Statute §452.135(2) requires Broker to disclose that Seller is Broker's client. Broker's duties to Seller are as follows:

139 ■ **DUTIES OWED TO CLIENTS ONLY** Wisconsin Statute section 452.133(2) states that in addition to his or her duties under lines
140 149 to 166, a broker providing brokerage services to his or her client shall do all of the following:

- 141 (a) Loyal represent the client's interests by placing the client's interest ahead of the interests of any other party, unless
142 loyalty to a client violates the broker's duties under lines 149 - 166 or Wis. stats. sec. 452.137(2) (duties to all clients in
143 multiple representation situations);
- 144 (b) Disclose to the client all information known by the broker that is material to the transaction and that is not known by the client
145 or discoverable by the client through reasonably vigilant observation, except for confidential information (see lines 168 - 175
146 and other information, the disclosure of which is prohibited by law.
- 147 (c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the
148 agency agreement, that are not inconsistent with another duty that the broker has under this chapter or any other law.

149 ■ **DUTIES OWED TO ALL PARTIES** Wisconsin Statute section 452.133(1) states that in providing brokerage services to a party
150 to a transaction (including both clients and customers), a broker shall do all of the following:

- 151 (a) Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.
- 152 (b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- 153 (c) Disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover
154 through reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law.
- 155 (d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she
156 knows a reasonable party would want to be kept confidential, unless the information must be disclosed under (c) or Wis. Stats.
157 sec. 452.23 (information contradicting third party inspection or investigation reports) or is otherwise required by law to be
158 disclosed or the party whose interests may be adversely affected by the disclosure specifically authorizes the disclosure of
159 particular confidential information. A broker shall continue to keep the information confidential after the transaction is
160 complete and after the broker is no longer providing brokerage services to the party.
- 161 (e) Provide accurate information about market conditions that affect a transaction, to any party who requests the information,
162 within a reasonable time of the party's request, unless disclosure of the information is prohibited by law.
- 163 (f) Account for all property coming into the possession of a broker that belongs to any party within a reasonable time
164 of receiving the property.
- 165 (g) When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose
166 the advantages and disadvantages of the proposals.

167 The confidentiality rights of all parties are as follows:

168 ■ **CONFIDENTIALITY NOTICE (Confidentiality Rights Of All Parties)**

169 A BROKER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF ALL INFORMATION GIVEN TO THE BROKER IN
170 CONFIDENCE AND OF ALL INFORMATION OBTAINED BY THE BROKER THAT HE OR SHE KNOWS A REASONABLE
171 PARTY WOULD WANT TO BE KEPT CONFIDENTIAL, UNLESS THE INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW.
172 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 173 1) MATERIAL ADVERSE FACTS AS DEFINED IN SECTION 452.01(5g) OF THE WISCONSIN STATUTES;
- 174 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
175 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

176 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY
177 LIST THAT INFORMATION AT LINES 185 - 186. AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER
178 WRITTEN NOTIFICATION OF WHAT INFORMATION YOU CONSIDER TO BE CONFIDENTIAL. YOU MAY IDENTIFY INFORMATION
179 WHICH MIGHT OTHERWISE BE CONSIDERED CONFIDENTIAL (SUCH AS FINANCIAL QUALIFICATIONS) AS NON-CONFIDENTIAL
180 AT LINES 187 - 188.

181 ■ **WAIVER OF CONFIDENTIALITY** Seller may wish to authorize Broker to disclose information which might otherwise be
182 considered confidential. An example of this type of information might be the extent of Seller's motivation to sell which Seller may
183 authorize Broker to disclose to assist Broker in marketing the Business and included property to prospective buyers. Broker's
184 authorization to disclose may be indicated at lines 187 - 188. (See lines 94 - 95.)

185 ■ **CONFIDENTIAL INFORMATION:** _____

187 ■ **NON-CONFIDENTIAL INFORMATION:** _____

189 ■ **MULTIPLE REPRESENTATION (DUAL AGENCY):** Wisconsin Statute § 452.137 states that Broker may represent both parties in
190 the same transaction only with the written consent of both parties. A multiple representation relationship would exist if Broker was the
191 buyer's agent for a buyer seeking to acquire an interest in the Business or included property. In a multiple representation relationship,
192 Broker will provide the marketing and other services agreed upon in this Listing. Broker will continue to provide information and advice
193 to both parties, but is not allowed to place the interests of either party ahead of the other in negotiations. During negotiations, Broker
194 will prepare approved forms to accomplish the intent of the party making the proposal. Broker will present the proposal in an objective
195 and unbiased manner, disclosing the proposal's advantages and disadvantages. Broker shall not disclose confidential information of
196 either party unless required by law. (NOTE: Wisconsin Administrative Code section RL 24.07 requires disclosure of adverse material
197 facts to all interested parties). If Seller consents to the multiple representation relationship, Seller is indicating that Seller understands
198 Broker's duties to all parties to a transaction (see lines 149 - 166) and Broker's duties to a client (see lines 139 - 148) and that if a multiple
199 representation relationship arises, Broker will owe the same duties to buyer that Broker owes to Seller. (See lines 139 - 148.)

200 SELLER (DOES) (DOES NOT) STRIKE ONE CONSENT TO A MULTIPLE REPRESENTATION RELATIONSHIP (DUAL AGENCY).

201 ■ **DEFINITIONS:**

202 ■ **BUSINESS PERSONAL PROPERTY:** "Business personal property" is defined as all tangible and intangible personal property
 203 and rights in personal property owned by Seller and used in the Business, including furniture, trade fixtures and equipment, tools
 204 used in business, telephone numbers and listings, if transferable, customer lists, trade names, business records, supplies, leases,
 205 advance lease deposits, customer deposits, signs, all other personal property used in Business, and if transferable, all permits,
 206 special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted by the Offer.
 207 ■ **CONDITIONS AFFECTING THE BUSINESS, INCLUDED PROPERTY OR THE TRANSACTION:** A "condition affecting the
 208 Business, included property or the transaction" is defined as follows:
 209 (a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Business
 210 or included property or the present use of the Business or included property included in this Listing;
 211 (b) Government agency or court order requiring repair, alteration or correction of any existing condition;
 212 (c) Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility
 213 for persons with disabilities; **Note: A Building owner's or tenant's obligations under the ADA may vary dependent upon the**
 214 **financial or other capabilities of the building owner or tenant.**
 215 (d) Completed or pending reassessment of the real property or business personal property included in this Listing for tax purposes;
 216 (e) Structural inadequacies which if not repaired will significantly shorten the expected normal life of the real property included in this Listing;
 217 (f) Any land division involving the real property included in this Listing, for which required state or local approvals were not obtained;
 218 (g) Construction or remodeling on the real property included in this Listing for which required state or local approvals were not obtained;
 219 (h) Any portion of the real property included in this Listing being in a 100 year floodplain, a wetland or shoreland zoning area
 220 under local, state or federal regulations;
 221 (i) That a structure which the Business occupies or which is located on the real property included in this Listing is designated as a
 222 historic building or that any part of a structure which the Business occupies or the real property included in this Listing is in a historic district;
 223 (j) Material violations of environmental laws or other laws or agreements regulating the Business or use of the real property
 224 included in this Listing;
 225 (k) Conditions constituting a significant health or safety hazard for occupants of the Business or real property included in this Listing;
 226 (l) Material levels of hazardous substances located on the premises which the Business occupies or on the real property included
 227 in this Listing or previous storage of material amounts of hazardous substances on the premises which the Business occupies
 228 or on the real property included in this Listing;
 229 (m) Material levels of medical or infectious waste located on the premises which the Business occupies or on the real property
 230 included in this Listing, or previous storage of material amounts of medical or infectious waste on the premises which the Business
 231 occupies or on the real property included in this Listing Property;
 232 (n) Underground storage tanks for storage of flammable or combustible liquids including but not limited to gasoline and heating
 233 oil on the premises which the Business occupies or on the real property included in this Listing; **NOTE: The Wisconsin**
 234 **Administrative Code contains registration and operation rules for such underground storage tanks.**
 235 (o) Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not
 236 limited to gasoline and heating oil, which are currently or which were previously located on the premises which the Business
 237 occupies or on the real property included in this Listing;
 238 (p) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the real
 239 property included in this Listing;
 240 (q) Any material defects in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other business
 241 personal property included in this Listing, and **Seller further warrants that all will be in good working order on the day of closing;**
 242 (r) Any encumbrances on the Business, all integral parts thereof, or the included property being conveyed in conjunction with the
 243 Business, except as stated in this contract and in any addendum attached to it;
 244 (s) Any litigation, government proceeding or investigation in progress or threatened or in prospect against or related to the
 245 Business or the property included in this Listing;
 246 (t) Any road change, road work or change in road access which would materially affect the present use or access to the Business
 247 or the real property included in this Listing;
 248 (u) Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership of
 249 Business or other property included in the Listing, or any permission to transfer being required and not obtained;
 250 (v) Any unpaid business taxes such as: income; sales; payroll; Social Security; unemployment; or any other employer/employee
 251 taxes due and payable or accrued;
 252 (w) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct
 253 condition of the Business as of the date of the statements and schedules or a material change in the financial condition or
 254 operations of the Business since the date of the last financial statements and schedules provided by Seller, except for
 255 changes in the ordinary course of business which are not in the aggregate materially adverse;
 256 (x) Other conditions or occurrences which would significantly reduce the value of the Business or property included in this
 257 Listing to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 258 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land as to be treated
 259 as part of the real estate, including, without limitation, physically attached items not easily removable without damage to
 260 the Property, items specifically adapted to the Property, and items customarily treated as fixtures (See lines 268 and 276-278).
 261 ■ **INCLUDED PROPERTY:** "Included property" is defined as all business personal property (as defined at lines 202 - 206), real property
 262 and other property of any kind or interest in any property of any kind which has been included in the purchase price (See lines 7 to 10).
 263 ■ **PROCURE:** A purchaser is procured when a valid and binding contract of sale is entered into between the Seller and the
 264 purchaser or when a ready, willing and able purchaser submits a written offer at the price and on substantially the terms
 265 specified in this Listing. A purchaser is ready, willing and able when the purchaser submitting the written offer has the ability to
 266 complete the purchaser's obligations under the written offer. See lines 46 - 50.

REAL PROPERTY INCLUDED IN LIST PRICE:

NOTE: LINES 269 - 297 ARE A PART OF THIS LISTING ONLY IF REAL PROPERTY IS INCLUDED IN THE LIST PRICE

DESCRIPTION OF REAL PROPERTY INCLUDED IN LIST PRICE 2155/2155A 2155B S. Kinnickinnic Milwaukee, WI 53207

County of Milwaukee in the City of Milwaukee, Wisconsin. (Additional description, if any): Taxkey #4660602006 7X 10

OCCUPANCY DATE: At Close OCCUPANCY CHARGE: (if Seller occupies after closing): \$ N/A per day or part thereof.

PROPERTY INCLUDED IN LIST PRICE: Seller agrees to include in the list price all fixtures as defined at lines 258 - 260, unless excluded at lines 11 - 13. Caution: Exclude fixtures not owned by Seller such as rented fixtures and tenant's trade fixtures. The Offer's terms will determine what property is included or excluded.

CONDITION OF TITLE: Upon payment of the purchase price, Seller shall convey the real property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and None

CAUTION CONSIDER THE NEED TO ADDRESS UCC SECURITY INTERESTS, CONDITIONAL USES, NON-CONFORMING USES, ETC. (provided none of the foregoing prohibit present use of the real property)

TITLE EVIDENCE: Seller shall provide evidence of the condition of title in the form agreed to by buyer and Seller in the offer to purchase.

SELLER'S DISCLOSURE REPORT: Wisconsin Administrative Code Chapter RL 24 requires listing brokers to make inquiries of the Seller on the condition of the real property and to request that Seller provide a written response to Broker's inquiry. Seller agrees to complete the seller's disclosure report provided by Broker to the best of Seller's ability. Seller agrees to promptly amend the report to include any defects (as defined in the report) which Seller learns of after completion of the report. Seller authorizes Broker to distribute the report to all interested parties and their agents and to disclose all adverse material facts as required by law.

INSPECTIONS: Seller agrees to allow buyer's inspectors and testers reasonable access to the real property upon reasonable notice if the inspections or tests are reasonably necessary to satisfy contingencies in the offer. Seller acknowledges that certain inspections or tests may detect environmental contamination which may be required to be reported to the Wisconsin Department of Natural Resources.

LEASED PROPERTY: If the real property included in the list price is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants. CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless released by tenants.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by phone at 877-234-0085.

ADDITIONAL PROVISIONS: The Agency Disclosure Provisions at lines 128-200 have been replaced by the Broker Disclosure to Clients form and are deleted. Subject to current tenant lease terms and rights, The real property shall be marketed at \$400,000 and the Business at \$250,000

Blank lines 302-307

ADDENDA: The attached Broker Disclosure, RECR, Business Disclosure is/are made part of this Listing.

TERM OF THE CONTRACT: FROM THE 27th DAY OF September, 2006 UP TO AND INCLUDING MIDNIGHT OF THE 26th DAY OF September, 2006 07 7X

CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE LISTING BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED. A LISTING FOR LEASE ALSO MUST BE ENTERED INTO IF BROKER IS TO BE AUTHORIZED TO PROCURE TENANTS.

Dated this 27th day of September, 2006

Agent for Broker (x) Michael Pinter (Print Name) Seller (x) Frank Dobert (Print Name)

Broker/Firm Jet Group dba Sunbelt Business Brokers Seller (x) Joyce A. Zupet (Print Name)

Broker's Address 330 S Executive Dr, Brookfield, WI 53005 Phone # (262) 901-0086 Fax # (262) 754-1603 Seller's Address 2760 S Delaware Ave. Bayview, WI 53207 Phone # Fax #

BROKER DISCLOSURE TO CLIENTS

1 **NOTE: THE DISCLOSURES CONCERNING AGENCY RELATIONSHIPS THAT A BROKER MUST GIVE TO A CLIENT WERE RE-**
2 **vised BY 2005 WIS. ACT 87. THIS DISCLOSURE DOCUMENT REFLECTS THE LAW IN EFFECT BEGINNING 7-1-06.**
3 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 4 ■ The duty to provide brokerage services to you fairly and honestly.
 - 5 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
 - 6 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless
7 disclosure of the information is prohibited by law.
 - 8 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is
9 prohibited by law. (See Lines 28-37)
 - 10 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the
11 confidential information of other parties. (See Lines 71-89)
 - 12 ■ The duty to safeguard trust funds and other property the broker holds.
 - 13 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
14 disadvantages of the proposals.
- 15 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE BROKER'S CLIENT. A**
16 **BROKER OWES ADDITIONAL DUTIES TO A CLIENT.**
- 17 ■ The broker will provide, at your request, information and advice on real estate matters that affect your transaction, unless you
18 release the broker from this duty.
 - 19 ■ The broker must provide you with all material facts affecting the transaction, not just adverse facts.
 - 20 ■ The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope
21 of the agency agreement.
 - 22 ■ The broker will negotiate for you, unless you release the broker from this duty.
 - 23 ■ The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by law, give
24 information or advice to other parties who are not the broker's clients, if giving the information or advice is contrary to your
25 interests.
- 26 If you become involved in a transaction in which another party is also the broker's client (a "multiple representation relationship"),
27 different duties may apply.

DEFINITION OF MATERIAL ADVERSE FACTS

29 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or
30 that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would
31 affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's
32 decision about the terms of such a contract or agreement.

33 An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee generally
34 recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of
35 improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party
36 to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the
37 transaction.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

39 A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a party in the
40 same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction consent, the broker may
41 provide services to the clients through designated agency.

42 Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the other
43 client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide information, opinions,
44 and advice to the client for whom the salesperson is negotiating, to assist the client in the negotiations. Each client will be able to
45 receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client
46 advantages in the negotiations over the broker's other clients. A salesperson will not reveal any of your confidential information to
47 another party unless required to do so by law.

48 If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship. If you
49 authorize a multiple representation relationship the broker may provide brokerage services to more than one client in a transaction
50 but neither the broker nor any of the broker's salespersons may assist any client with information, opinions, and advice which may
51 favor the interests of one client over any other client. If you do not consent to a multiple representation relationship the broker will not
52 be allowed to provide brokerage services to more than one client in the transaction.

53 INITIAL ONLY ONE OF THE THREE LINES BELOW:

54 _____ I consent to multiple representation relationships with designated agency.

55 _____ I consent to multiple representation relationships, but I do not consent to designated agency.

56 3/7/20 I reject multiple representation relationships.

57 NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION
58 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO
59 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE
60 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY
61 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY
62 AGREEMENT.

63 **SUBAGENCY**

64 The broker may, with your authorization in the agency agreement, engage other brokers who assist your broker by providing
65 brokerage services for your benefit. A subagent will not put the subagent's own interests ahead of your interests.
66 A subagent will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

67 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you
68 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

69 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language
70 summary of a broker's duties to you under section 452.133 of the Wisconsin statutes.

71 **CONFIDENTIALITY NOTICE TO CLIENTS**

72 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION
73 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,
74 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR
75 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER THE BROKER IS NO
76 LONGER PROVIDING BROKERAGE SERVICES TO YOU.

77 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 78 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 28-37).
- 79 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
80 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

81 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY
82 LIST THAT INFORMATION BELOW (SEE LINES 84-86). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH
83 OTHER INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

84 CONFIDENTIAL INFORMATION: Financial information including tax returns, P&Ls, balance sheet
85 _____
86 _____

87 NON-CONFIDENTIAL INFORMATION (The following may be disclosed by Broker): N/A
88 _____
89 _____

90 **CONSENT TO TELEPHONE SOLICITATION**

91 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may
92 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we
93 withdraw this consent in writing.

94 List Home/Cell Numbers: _____

95 READING/UNDERSTANDING: If Client's agency agreement is for brokerage services related to real estate primarily intended
96 for use as a residential property containing one to 4 dwelling units, Wisconsin law requires broker to request the client's
97 signed acknowledgment that the client has received a copy of the written disclosure statement.

98 (X) Shawn Robert 09/27/2006 (X) Joseph A. Zupet 09/27/2006
99 Client Signature ▲ Date ▲ Client Signature ▲ Date ▲

100 No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction. The italicized
101 words on line 54 have been added to the statutory language for clarification.