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WSSFC 2026

Substantive Track – Session 5

Anatomy of a Successful Small Business Sale

Presented By:
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Moderated By:
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About the Presenters...

Benjamin D. Brand was admitted to the State Bar of Wisconsin in January 2017. He is a proud double Badger, earning his Juris Doctor from the University of Wisconsin Law School in 2016 and a dual degree in Political Science and History from the University of Wisconsin-Madison in 2013. Attorney Brand is a partner at Kelly, Brand, Muza, Brand & Lim, Attorneys at Law, LLC based in Oshkosh, Wisconsin, and focuses his practice in the areas of real estate transactions, estate planning, business formation/acquisition, and civil litigation. When not at the office, he enjoys spending time with his wife, toddler, and chocolate lab.

Nathan (Nate) P. Olson is the owner of Olson Legal Group LLC in Oshkosh, Wisconsin. He was admitted to the State bar of Wisconsin in September 2007 and attended the University of Wisconsin – Oshkosh and Thomas M. Cooley Law School. Nate Olson has taken an unorthodox route in becoming an attorney. While recovering from shrapnel wounds in Baghdad during the early months of the Iraq War, Nate, a Purple Heart recipient, decided that it was an opportune time to leave the world of law enforcement and military and pursue a career as an attorney. In addition to his legal training, Nate relies upon his unique life experiences, whether it is from combat tours in the Balkans and the Middle East, to humanitarian relief missions in Central America, to working with federal, state, and drug enforcement agencies, to provide his clients with affordable legal services. Nate resides in Oshkosh with his wife, Carla, their four children, Ethan, Liliana, Isla, Natalie, and their dogs, Hazel and Charlotte.

Collin Schaefer is a partner at Ogden Glazer + Schaefer in their Milwaukee office. He advises startups, founders, and closely held businesses on entity formation, venture financings, and ongoing legal needs. His work includes mergers and acquisitions, business exits and wind downs. Outside the office, he enjoys gardening and spending time with his family.

Anatomy of a Small Business Sale

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Anatomy of a Small Business Sale

OLSON LEGAL GROUP LLC

KELLY, BRAND, MUZA, BRAND & LIM
ATTORNEYS AT LAW, LLC

Nate Olson & *Ben Brand*

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Know Your Role

- Don’t overstep
- Encourage putting a team together (CPA, Banker, Broker, Financial Advisor, etc.)
- Work with the team (early and often)
- Stay in your lane / what you know

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Don’t Take Your Foot Off the Pedal

- Continue to run the business as you otherwise would.
- The Sale may not happen / fall apart
- Encourage Seller to be vested in the entire process – they will have selective memory
- Set & Manage Expectations

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Seller Steps to Ready for Sale

- Clean up financials
- Identify key employees / vendors / customers
- Be realistic
- Plan for tax implications

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Buyer Steps to Ready for Purchase

- Establish lender relationship
- Determine borrowing capacity
- Know the market and the competition

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Step 1: Confidentiality

- Non-Disclosure Agreement (NDA)
- Confidentiality & Restricted Use Agreement
- Only as good as who is on the other side
- Hold back certain information
- Remedies?

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Step 2: Letter of Intent

- Essentially Non-Binding “Agreement to Agree”
- Don’t get too bogged down in the details
- Material Terms/Rough Outline
- Contingencies

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Step 3: Due Diligence

- Rely on the Team / Know Your Role
- Spend the time: financial statements, tax returns, bank records, debt, accounts receivable/payable, customer concentration, employee information, benefits, contracts, leases, equipment, real estate, environmental issues, intellectual property, licenses, insurance, pending claims and litigation.

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Step 4: Purchase Agreement

- Stock (or Membership Unit) Sale vs. Asset Sale – why?
- Purchase Price:
  - How Paid
    - Cash at Closing
    - Conventional Loan / SBA
    - Seller Financing

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Step 4: Purchase Agreement

- Purchase Price Allocation – it makes a difference
- What's Included
- What's Excluded – no surprises

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Step 4: Purchase Agreement

- Working Capital Adjustment
- Prorations
- Escrow/Holdback

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Step 4: Purchase Agreement

- Earnout
- Representations / Warranties
- Indemnification

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Step 4: Purchase Agreement

- Restrictive Covenants
- Non-Compete
- Non-Solicitation

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Step 4: Purchase Agreement

- Key Employee(s)
- Consulting Agreement / Right-Seat Ride
  - 1099 / W-2

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Step 5: Closing Documents

- Payoff Letters
- Lien Releases (UCC)
- Landlord Consent
- Assignment of Leases / Contracts
- Customer / Vendor Consents
- License Transfers
- Vehicle Titles
- Intellectual Property Assignments

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Step 5: Closing Documents

- Employment Agreements
- Employee Termination Letters
- Bill of Sale
- Resignations
- Resolutions (Approvals)
- Escrow Agreements
- Bring Down Certificate

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Step 5: Closing Documents

- Non-Competition Agreement
- Non-Solicitation Agreement
- Consulting Agreement
- Promissory Note
- Mortgage / Security Documents
- Disclosure Schedules
- Closing Statement

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Step 6: Post-Closing

- Take the Time
- Complete / Executed Documents
- Be prepared for future requests

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Takeaways

- Every Purchase/Sale is unique
- Never (hardly ever) a one-size fits all
- Be prompt / responsive
- Be supportive / lend an ear

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Questions?

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Anatomy of a Small Business Sale

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STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ (the "Effective Date") by _____ and _____ (collectively "Buyer") and _____ ("Seller").

RECITALS

WHEREAS, Seller owns One Hundred Percent (100%) of the issued and outstanding shares of capital stock in the company known as _____ ("Company"); and

WHEREAS, Buyer desires to purchase all of the shares in the Company currently owned by Seller and Seller desires to sell the shares in the Company to Buyer.

NOW, THEREFORE, in consideration of the recitals and the mutual promises and covenants herein, the parties agree as follows:

1. **Purchase of Shares**. Subject to the terms and conditions of this Agreement, and in reliance of the representations, warranties, and covenants contained in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller all of the shares owned by Seller (the "Shares"), free and clear of all liens, encumbrances and restrictions on transfer for the Purchase Price as determined herein. The Company has issued the following Stock Certificates evidencing ownership of the Shares:

    a. Stock Certificate No. ___: issued to _____ for _____ Common Shares issued on _____ ___, 20____; and

    b. Stock Certificate No. ___; issued to _____ for _____ Common Shares issued on _____ ___, 20___.

2. **Payment of Purchase Price.** The Purchase Price shall be _____ Dollars ($_____) and paid in full at Closing.

3. **Working Capital.** The Seller shall leave _____ Dollars ($_____) in working capital in the Company bank account(s) at Closing. In addition to the foregoing, Seller, at or prior to Closing, shall cause to be paid to the Company the note receivable between _____ and the Company, with such funds remaining in the Company bank account(s) at Closing.

4. **Receivables.** The Buyer shall be entitled to receivables going forward after the day of Closing and an estimated _____ Dollars ($_____) in outstanding receivables.

5. **Closing.** The Closing (the "Closing") of the transition contemplated herein shall take place as follows:

a. **Time**. Closing of the purchase of the Shares by the Buyer shall take place on or before the ___ day of _____, 20____ ("Closing Date") at a time and location as the parties may determine and direct in writing prior to the Closing Date.

b. **Seller's Delivery.** At Closing, Seller shall deliver to Buyer the following:

i. **Stock Certificates.** Certificate(s) for the shares as set forth in Section 1, above, duly endorsed by Seller in blank or accompanied by stock power duly endorsed by Seller in blank, free and clear of all liens and encumbrances and restrictions on transfer.

ii. **Resolution.** Original resolution of the board of directors of the Company acknowledging the sale of the Shares.

iii. **Resignation.** A written resignation of all current positions held by Seller in the Company.

iv. **Revocation of Depository.** A revocation of all prior bank depository authorizations which would give Seller access to any accounts of the Company or in which Seller is a signator.

v. **Releases.** General releases in a form satisfactory to Buyer of any and all claims which Seller may have against the Company, its Directors, Officers, Agents or Employees.

vi. **Organizational Documents.** All of the following: (a) articles of incorporation and bylaws of the Company as filed with the Wisconsin Department of Financial Institutions ("WDFI"), duly certified as of a recent date by the WDFI, together with a certificate from Sellers as of Closing to the effect that no amendments to such documents have been filed; and (b) certificates dated as of a date not more than ten (10) days prior to the Closing as to the good standing of the Company and payment of applicable sales tax permit obligations issued by the appropriate governmental body.

vii. **Bring Down Certificate.** A certificate executed by each Seller confirming (a) the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing; and (b) the performance of and compliance with its covenants and obligations to be performed or complied with at or prior to the Closing.

c. **Buyer's Delivery.** Buyer shall deliver to Seller the following:

i. **Payment of Purchase Price.** Payment shall be in the form of a cashier's check or wire.

ii. **Bring Down Certificate.** A certificate executed by Buyer confirming (a) the accuracy of its representations and warranties as of the date of this

Agreement and as of the Closing; and (b) the performance of and compliance with its covenants and obligations to be performed or complied with at or prior to the Closing.

6. **Seller's Representations and Warranties**: The Seller, to the best of Seller's knowledge, makes the following representations and warranties to the Buyer.

   a. **Seller's Title.** Seller has and as of the Closing Date shall have good and marketable title to the Shares free and clear of any liens, security interests, claims, options, charges or encumbrances. None of the Shares are subject to any outstanding agreements of sale or rights of third parties to acquire any interest therein. The Shares constitute all of the capital stock of the Company owned by Seller, and amongst the Sellers, constitute all of the capital stock of the Company. Seller has the right and authority to execute, deliver, and perform this Agreement and all agreements delivered in connection herewith (the "Related Agreements") and to sell and transfer the Shares to Buyer. To Seller's knowledge, this Agreement, and all Related Agreements, constitute legal, biding and valid obligations of the Seller, enforceable in accordance with their respective terms.

   b. **Corporate Organization and Authority.** The Company

      i. Is a corporation duly organized, validly existing, authorized to exercise all of its corporate powers, rights and privileges, and in good standing in the State of Wisconsin.

      ii. Has the corporate power and corporate authority to carry on its business as now conducted; and

      iii. Is qualified as a foreign corporation in all jurisdictions in which such qualification is required.

   c. **Capitalization.** Immediately prior to the Closing, the authorized capital of the Company shall consist of 38,636 shares of common stock of which 38,636 shares are duly and validly issued (including, without limitation, issued to Seller's knowledge in compliance with applicable federal and state securities laws), fully-paid nonassessable, outstanding and held by the Seller. There are no outstanding warrants, options, conversion privileges, preemptive rights, voting agreements or similar arrangements, or other rights or agreements to purchase or otherwise acquire or issue any equity securities of the Company.

   d. **Subsidiaries.** The Company does not currently own, have any investment in, or control, directly or indirectly, any subsidiaries, associations or other business entities. The Company is not a participant in any joint venture or partnership.

   e. **No Conflict with Other Instruments.** The execution, delivery and performance of this Agreement and the Related Agreements will not result in any material violation of, be in conflict with , or constitute a default under, with or without the passage of time or the giving of notice: (i) any provision of the Company's

Articles of Incorporation or Bylaws; (ii) any provision of any judgment, decree or order to which the Company or Seller is party or by which it is bound; (iii) any material contract, obligation or commitment to which the Company or Seller is a party or by which either of them is bound; or (iv) to Seller's knowledge, any statute, rule or governmental regulation applicable to Seller or the Company.

f. **Financial Statements and Business Plan.** Seller has delivered to Buyer (i) the Company's unaudited balance sheet (the "Balance Sheet") at _____ (the "Balance Sheet Date") (ii) the Company's year-to-date income statement of _____ and (iii) the Company's unaudited financial statements for the years ended _____ (collectively, the "Financial Statements"). The Financial Statements are substantially in accordance with the Company's books and records, complete and accurate in all material respects and to Seller's knowledge prepared in accordance with generally accepted accounting principles and fairly present the financial condition of and operating results of the Company during the period indicated therein.

g. **Changes.** Since the Balance Sheet Date and prior to Closing, there has not been:

i. Any change in the assets, liabilities, financial condition, or operations of the Company except changes in the ordinary course of business which have not been, either in any case or in the aggregate, materially adverse;

ii. Any damage, destruction, or loss, whether or not covered by insurance, materially and adversely affecting the properties or business of the Company;

iii. Any waiver or compromise by the Company of a valuable right or of any debt owed to it;

iv. Any loans made by the Company to its employees, officers or directors other than travel or like advances made in the ordinary course of business not in excess of $500.00;

v. Any declaration or payment of any dividend or other distribution by the Company or any repurchase or redemption of the Company's capital stock;

vi. Any cancellation of any material purchase order or contract or any write-off as uncollectible of $1,000.00 or greater; or

vii. Any material deterioration or any other event or condition of any character which has materially and adversely affected the Company's business or prospects.

h. **No Liabilities.** Except as have been incurred in the ordinary course of business since the Balance Sheet Date, the Company has no liabilities, obligations or commitments, whether absolute or contingent and whether due or to become due other than as set forth in the Financial Statements.

i. **Litigation.** There is as of the Closing no claim, action, lawsuit, proceeding or investigation pending or threatened against the Company, (or to the knowledge of the Seller, against any of its officers or directors) or any basis therefor known to the Seller, including, without limitation, that questions the validity of this Agreement or the right of the Seller to enter into this Agreement. There is no judgment, decree or order of any Court or any arbitration or governmental authority in effect against the Company or any of its properties and the Company is not in default with respect to any such judgment, decree or order to which the Company is a party or by which it is bound. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company presently intends to initiate.

j. **Title to Properties; Liens and Encumbrances.** Attached hereto as Exhibit "A" and incorporated herein by reference is a true and correct copy of all of the Assets currently owned by the Company (the "Assets"). The Company has good and marketable title to the Assets. The Assets are not subject to any mortgage, pledge, lien, security interest, conditional sale agreement, option license, encumbrance or charge. The Assets encompass all tangible assets necessary for the conduct of its business as currently conducted.

k. **Condition of Assets.** The Assets are currently in good operating condition and repair (subject to normal wear and tear) and are suitable for the purposes for which they are currently used. All current inventory of the Company is of merchantable quality and saleable in the ordinary course of the Company's business.

l. **Patents and Other Proprietary Rights.** To the knowledge of the Seller: (i) the Company has sufficient title and ownership of all patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and processes necessary for its business as now conducted, and as proposed to be conducted, and (ii) the use thereof does not, and will not, conflict with or constitute an infringement of the rights of others.

m. **Taxes.** As of Closing, all federal, state, local, foreign, employment and property tax returns required to be filed by the Company have been filed, or if not yet filed have been granted extensions of the filing dates which extensions have not expired, and all taxes, assessments, fees and other governmental charges upon the Company, or upon any of its Assets or income (including all employment taxes) have been paid.

n. **No Defaults, Violations or Conflicts.** The Company is not and as of the Closing shall not be in violation of any term or provision of its articles of incorporation, bylaws or any material term or provision of any indebtedness, mortgage, indenture, contract, agreement, judgment, or any decree or order.

o. **Insurance.** The Company currently has in effect insurance including but not limited to workers' compensation insurance, covering risks associated with its

business in such amounts as the Company believes are customary in its industry. The Seller is not aware of any pending or threatened claims against the Company for personal injuries, product liability or property damages.

p. **Employee Compensation Plans.** The Company is not party to, or bound by any currently effective employment contracts, deferred compensation agreements, bonus plans, incentive plans, profit sharing plans, retirement agreements or other employee compensation agreements. Subject to applicable law, the employment of each officer and employee of the Company is terminable at the will of the Company.

q. **Accounts Receivable.** All accounts receivable of the Company reflected on the Balance Sheet are valid receivables subject to no material setoffs or counterclaims and are current and collectible (within 45 days after the date on which it first became due and payable), net of the applicable reserve for bad debts reflected in the Balance Sheet. To Seller's knowledge, all accounts receivable reflected in the financial or accounting records of the Company that have arisen are valid receivables subject to no material setoffs or counterclaims and are collectible, net of a reserve for bad debts in an amount proportionate to the reserve reflected in the Balance Sheet.

r. **Legal Compliance.** To Seller's knowledge, the Company, and the conduct and operations of its business, will be in substantial compliance with each law (including rules and regulations thereunder) of any federal, state, local or foreign government, or any governmental entity, which (a) affects or relates to this Agreement or the transactions contemplated hereby or (b) is applicable to the Company or business, except for any violation of or default under a law referred to in clause (b) above which reasonably may be expected not to have a material adverse effect on the assets, business financial condition or results of operations of the Company.

s. **Permits.** Exhibit "B" sets forth a list of all material permits, licenses, registrations, certificates, orders or approvals from any governmental entity (including without limitation those issued or required under environmental laws and those relating to the occupancy or use of owned or leased real property) ("Permits") issued to or held by the Company and currently required for the operation of its business. Such listed Permits are the only Permits that are required for the conduct of the Company's business as currently conducted, except for those the absence of which would not have any material adverse effect on the Assets, business' financial condition, results of operations or future prospects of the Company. Each such Permit is in full force and effect and, to Seller's knowledge no suspension or cancellation of such Permit is threatened and the Seller believes that such Permit will be renewed upon expiration.

t. **Contracts.** Exhibit "C" sets forth, and Sellers have delivered to Buyer, a copy of each of the following contracts entered into by the Company, which Seller represents in full force and effect, and is valid and enforceable in accordance with

is terms: (1) those involving the performance of services, delivery of goods or materials, or payments by the Company of an amount or value in excess of $1,000; (2) those involving the performance of services, delivery of goods or materials, or payments to the Company of an amount or value in excess of $1,000; (3) affecting the ownership of, title to or use of any real or personal property or intellectual property of the Company; (4) containing covenants that in any way purport to restrict the right or freedom of the Company to engage in any business activity or interact with any employee or third party; (5) providing for payments to or by any person based on sales, purchases, or profits, other than for direct payment of goods; (6) for capital expenditures in excess of $5,000; (7) relating to a distributor, reseller, OEM, dealer, manufacturer's representative, broker, or the like, with the Company; (8) relating to any obligation of confidentiality or nondisclosure of the Company; and (9) policies of insurance acquired by the Company. Each of the foregoing contracts that relate to the sale, design, manufacture, or provision of services by the Company has been entered into in the ordinary course of business and with the commission of any act alone or in concert with any third party, or any consideration having been paid or promised.

u. **Brokers' Fees.** Neither the Seller nor the Company has any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

v. **Books and Records.** As of Closing, the minute book and other similar records of the Company contain true and complete records of all actions taken at any meetings of the Company's shareholders and Board of Directors, and of all written consents executed in lieu of the holding of any such meeting and the books and records of the Company accurately reflect in all material respects the assets, liabilities, business, financial condition and results of operations of the Company and have been maintained in accordance with good business and bookkeeping practices.

w. **Customers and Suppliers.** No material supplier of the Company has indicated within the past year that it will stop, or materially decrease the rate of, supplying materials, products, or services to them and no material customer of the Company has indicated within the past year that it will stop, or materially decrease the rate of buying materials, products or services from it.

x. **Employee Relations.** As of Closing, the Seller believes its relations with the Company's employees are satisfactory. The Seller is not aware that any of its officers or employees intend to terminate employment.

y. **Full Disclosure.** The representations and warranties of the parties contained in this Agreement, the other provisions of this Agreement and all other documents delivered to one another in connection with the purchase and sale of the Shares when read together, do not contain and will not contain any untrue statement of a

material fact or omit any material fact necessary to make the statements contained therein or herein in view of the circumstances under which they were made not misleading.

7. **Survival of Representations and Warranties.** Each warranty and representation made by a party under this Agreement shall be true and correct as of the Effective Date, shall remain true and correct, shall be unaffected by any investigations heretofore or hereafter made by the other party or any notice to the other party, and shall survive the Closing of the transactions provided in this Agreement.

8. **Mutual Releases.**

   a. **Release by the Buyer**. The Buyer and the Company shall be solely responsible for, and shall indemnify, hold harmless, and defend the Seller from, any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the conduct or operation of the Company after the Closing Date.

   b. **Release by the Seller**. Except as otherwise provided in this Agreement, the Seller hereby releases the Buyer from any claims for any compensation, benefits, shareholder distributions or other monetary benefit due to the Seller as a shareholder, director, officer, or employee of the Company as of the Closing Date. Further, the Seller hereby releases he Buyer and the Corporation from any claims for injury or loss that may have been sustained by the Seller during the course of his employment by the Company or during the course of his duties as a shareholder, director or officer of the Company prior to the Closing Date.

9. **Other Documents to be Signed and Delivered.** Both parties agree to sign any and all other certificates, consents and documents as either party may reasonably request in order to complete the transfer of the shares and the removal of Seller as an officer, director or employee of the Company.

10. **Outstanding Indebtedness.** The Company has an outstanding loan for the real estate with _____. Buyer shall cause to be paid such outstanding indebtedness, not to exceed _____.

11. **Lease of _____.** This Agreement is contingent upon _____ entering into a Commercial Lease Agreement upon the following terms:

    a. Term: The Lease shall commence on _____ ___, 20____ and terminate on _____ ___, 20____.

    b. Rent: $_____ per month (due on the ____ of each month)

    c. Option: Buyer and Seller shall have the mutual option for an additional ___ (__) year Term upon terms which are mutually acceptable.

12. **Tax Matters**. Seller represents and warrants that the Company has no tax liabilities related to the Company's historical accounting methods. Buyer shall have no liability to Seller or Company whatsoever with respect to any tax or accounting matters of the Company prior to the date of Closing.

13. **Post-Closing.** Following Closing, Buyer shall become responsible for all liabilities of the Company and shall hold Seller harmless and indemnify Seller for any and all actions that may arise as regards activities that occur post-closing that involve the Company, and which do not in any way involve Seller.

14. **Conduct of Business.** From the date of the execution of this Agreement, the business shall be conducted in the normal and ordinary course and the Company shall not engage in devaluation of its stock or other assets of the Company.

15. **Financing Contingency.** This offer is contingent upon the Buyer being able to secure financing to fund this transaction.

16. **Other Conditions Precedent to Buyer's Obligation to Close.** Buyer's obligations to purchase the Shares and to take the other actions required pursuant to this Agreement to be taken by Buyer at the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in whole or in part by Buyer: (a) each of Seller's representations and warranties in this Agreement will have been accurate in all material respects as of the date of this Agreement and will be accurate in all material respects as of the Closing; (b) the covenants and obligations that each Seller is required to perform or to comply with pursuant to this Agreement at or prior to Closing will have been duly performed and complied with in all material respects; (c) since the date of this Agreement, the Company will not have suffered any material adverse change and no event will have occurred, and no circumstance will exist, that could result in a material adverse change; and (d) Buyer shall have obtained business evaluations, appraisals, environmental reports, and/or title commitments that are satisfactory to Buyer in Buyer's sole and absolute discretion.

17. **Consulting of _____.** _____ shall provide general business consulting services to Buyer for a period of up to _____ (____) _____ after the Closing Date as are reasonably requested by Buyer by written notice to _____. _____ agrees to provide said services in a manner consistent with the highest level of service provided in the Company's industry.

18. **Public Announcements.** Any public announcement, including any press release, communication to employees, customers, suppliers, or others having dealings with the Company, or similar publicity with respect to this Agreement will be issued, at such time, in such manner, and containing such content as Buyer determines.

19. **Entire Agreement.** All the understandings, agreements and transactions contemplated hereby concerning this Agreement are intended to be outlined herein. No other Agreement shall be binding upon the parties unless specifically referred to and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this day, month and year for above written.

BUYER: **SELLER:**

_____ _____

_____ _____

Exhibit "A" to Stock Purchase Agreement
Asset List as of ____ ___, 20____

Exhibit B
Permits

Exhibit C
Contracts

ASSET AND REAL ESTATE PURCHASE AGREEMENT

This ASSET AND REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into this [____ day of _____], 20____, by and among _____, a Wisconsin _____ having its principal place of business in _____ County, Wisconsin ("Seller"), _____ and _____ (individually and collectively, "Real Estate Sellers") (Seller and Real Estate Sellers are hereinafter sometimes referred to individually or collectively as the "Seller Parties"), _____, a Wisconsin _____ ("Buyer"), and _____, a Wisconsin _____ ("Real Estate Buyer") (Buyer and Real Estate Buyer are hereinafter sometimes referred to individually or collectively as the "Buyer Parties").

W I T N E S S E T H:

WHEREAS, Seller is engaged in the business of _____ conducted at the Real Estate, in _____ County, Wisconsin (the "Business"); and

WHEREAS, Real Estate Sellers hold fee simple title to the property commonly known as _____, consisting of approximately _____ (___) acres (the "Real Estate"), legally described in Exhibit A, attached to and made a part hereof; and

WHEREAS, _____ and _____ are the only shareholders/members of Seller; and

WHEREAS, _____ is the sole member/sole shareholder of Buyer and the sole member of Real Estate Buyer; and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, substantially all of the assets of Seller (the "Acquired Assets"), and Real Estate Sellers wish to sell to Real Estate Buyer, and Real Estate Buyer wishes to purchase from Real Estate Sellers, the Real Estate, in each case upon the terms and subject to the conditions set forth herein; and

WHEREAS, it is the intent of the parties that following the Closing the Business will continue under the ownership and management of Buyer; and

WHEREAS, as part of the consideration for the transactions described herein, Real Estate Sellers will be granted a lease of the Residence upon the terms set forth in the Residence Lease, and _____ will provide transition services to Buyer upon the terms set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

ARTICLE 1
RECITALS

Section 1.1 Recitals. The recitals set forth above are incorporated herein by this reference and constitute a part of this Agreement.

ARTICLE 2
DEFINITIONS

Section 2.1 Certain Definitions. Defined terms, as used herein, have the following meanings:

(a) "**Accounts Receivable**" means all accounts receivable, notes receivable, trade receivables, unbilled amounts, retainages, and other rights to payment of Seller arising out of the operation of the Business, whether or not billed as of the Closing Date, together with all instruments, guarantees, and collateral securing the same.

(b) "**Acquired Assets**" means all assets, properties, and rights of Seller of every kind and description, wherever located, whether tangible or intangible, real, personal, or mixed, free and clear of any and all Liens (except for Permitted Liens), other than the Excluded Assets, including without limitation: Cash; Accounts Receivable; Work in Process; the Assumed Contracts; all machinery, equipment, greenhouse benches, irrigation systems, boilers, heaters, fans, shade systems, tools, carts, trailers, and other tangible personal property; all vehicles, together with certificates of title; all inventory, including finished plant material, growing crops, nursery stock, seed, plugs, liners, cuttings, bulbs, soil, growing media, fertilizer, chemicals, pots, trays, containers, packaging, and supplies; all furniture, fixtures, and office equipment; all deposits and prepaid expenses; all customer deposits and the corresponding obligations to the extent constituting Assumed Liabilities; goodwill; all customer lists, customer files, purchasing histories, price lists, supplier lists, distribution lists, production and crop records, marketing materials, and reference materials; all Intellectual Property, including the name "_____" and all trade names, telephone and facsimile numbers, domain names, email addresses, and social media accounts used in the Business; all permits and licenses held by Seller and required for the conduct of the Business, to the extent transferable; all rights under warranties, indemnities, and similar rights against third parties to the extent related to the Business or any Acquired Asset and to the extent assignable; all rights to insurance proceeds payable in respect of loss of or damage to any Acquired Asset occurring on or before the Closing Date; and copies of all books and records of the Business. The Acquired Assets are further delineated on Schedule 2.1(b) hereto.

(c) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person, and, in the case of a natural person, any spouse, lineal descendant, sibling, or parent of such person and any trust of which such person or any of the foregoing is a settlor or beneficiary. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(d) "**Ancillary Agreements**" means (i) the Assignment and Bill of Sale, (ii) the Assignment and Assumption Agreement, (iii) the Land Contract, (iv) the Residence Lease, (v) the Guaranty, and (vi) any other agreement or instrument required by this Agreement to effectuate the transactions described herein.

(e) "**Applicable Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement or rule of law of any Governmental Authority.

(f) "**Assumed Contracts**" means those contracts and other agreements of Seller listed on Schedule 2.1(f) hereto.

(g) "**Assumed Liabilities**" has the meaning set forth in Section 3.3.

(h) "**Business**" has the meaning set forth in the recitals, together with any activities necessary, appropriate, or desirable in connection with or relating to the foregoing.

(i) "**Cash**" means all cash, cash equivalents, currency on hand, undeposited checks, and funds on deposit in any bank or other depository account of Seller as of the Closing.

(j) "**Closing**" and "**Closing Date**" have the meanings set forth in Section 3.8.

(k) "**Code**" means the Internal Revenue Code of 1986, as amended.

(l) "**Customers**" means any customer of Seller during the two (2) years preceding the Closing Date, and any customer prospect of Seller from whom business has been solicited during the two (2) years immediately preceding the Closing Date.

(m) "**Excluded Assets**" has the meaning set forth in Section 3.2.

(n) "**Excluded Liabilities**" has the meaning set forth in Section 3.4.

(o) "**Governmental Authority**" means any federal, state, local, or foreign government or political subdivision thereof, any agency or instrumentality of such government or political subdivision, any self-regulatory organization or other non-governmental regulatory authority or quasi-governmental authority to the extent that the rules, regulations, or orders of such organization or authority have the force of law, and any arbitrator, court, or tribunal of competent jurisdiction.

(p) "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority.

(q) "**Guaranty**" means the unlimited personal guaranty of _____ in the form attached hereto as **Exhibit F**, guaranteeing the payment and performance of all obligations of the Buyer Parties under this Agreement, the Land Contract, and the other Ancillary Agreements.

(r) "**Intellectual Property**" means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, trade secrets, domain names, and all other proprietary rights, processes, and similar intellectual property rights, and all licenses to, in, or under any of the foregoing, in each case that are used in or necessary to the conduct of the Business as now conducted, including without limitation the name "_____" and all trade names, telephone numbers, facsimile numbers, direct dial numbers, toll free numbers, domain names, social media accounts, and email addresses used in connection with the Business.

(s) "**Land Contract**" means the land contract in the form attached hereto as **Exhibit D**, to be executed and delivered at the Closing by Real Estate Sellers, as vendors, and Real Estate Buyer, as vendee.

(t) "**Liability**" or "**Liabilities**" means any direct or indirect liability, indebtedness, obligation, expense, claim, deficiency, guaranty, or endorsement of or by any Person, of any type, whether accrued, absolute, contingent, known, unknown, matured, unmatured, or otherwise.

(u) "**Lien**" means any mortgage, lien, security interest, charge, lease, sublease, claim, restriction, or encumbrance of any kind.

(v) "**Permissible Exceptions**" has the meaning set forth in Section 4.6.

(w) "**Permitted Liens**" has the meaning set forth in Section 4.10.

(x) "**Person**" means an individual, corporation, partnership, limited liability company, association, trust, or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

(y) "**Purchase Price**" has the meaning set forth in Section 3.5.

(z) "**Real Estate**" has the meaning set forth in the recitals, together with all improvements, buildings, greenhouses, structures, and fixtures located thereon, and all easements, rights of way, and appurtenances thereto.

(aa) "**Residence**" means the single-family dwelling and garage located on the Real Estate and occupied by Real Estate Sellers as their principal residence, as described in the Residence Lease.

(bb) "**Residence Lease**" means the lease of the Residence in the form attached hereto as **Exhibit E**, to be executed and delivered at the Closing by Real Estate Buyer, as landlord, and Real Estate Sellers, as tenants.

(cc) "**Transaction Agreements**" means this Agreement, the Ancillary Agreements, and all other agreements, instruments, and certificates to be executed and delivered at the Closing by any party hereto.

(dd) "**Transition Services**" has the meaning set forth in Section 6.9.

(ee) "**Work in Process**" means all growing crops, plant material in production, partially completed orders, and partially performed customer contracts of Seller (including all maintenance contracts) as of the Closing Date, together with all costs and materials invested therein.

Section 2.2 Construction. The words "include," "includes," and "including" are deemed to be followed by the words "without limitation." The singular includes the plural and the plural the singular. References to Articles, Sections, Schedules, and Exhibits are to the Articles, Sections, Schedules, and Exhibits of this Agreement unless otherwise specified. All Schedules and Exhibits are incorporated herein by this reference.

ARTICLE 3
PURCHASE AND SALE

Section 3.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, at the Closing (a) Seller shall sell, convey, transfer, assign, and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all Liens other than Permitted Liens, all of the Acquired Assets, and (b) Real Estate Sellers shall sell, convey, transfer, assign, and deliver to Real Estate Buyer, and Real Estate Buyer shall purchase from Real Estate Sellers, the Real Estate, subject only to the Permissible Exceptions. For the avoidance of doubt, Cash, Accounts Receivable, Work in Process, inventory, growing crops, vehicles, and equipment are included in Acquired Assets. Seller shall transfer all Cash to Buyer at the Closing by wire transfer of immediately available funds, and shall deliver a reconciliation of all depository accounts as of the Closing.

Section 3.2 Excluded Assets. The Acquired Assets shall not include the following assets of Seller (collectively, the "Excluded Assets"):

(a) Seller's articles of incorporation, corporate seal, minute books, stock records, and other corporate governance records, and Seller's income tax returns;

(b) all claims and rights, and the benefits arising therefrom, that relate to Liabilities other than the Assumed Liabilities;

(c) all employee benefit plans of Seller and all assets thereof, including any Seller retirement plan;

(d) the personal property, furnishings, household goods, and personal effects of Real Estate Sellers located in or about the Residence, as listed on Schedule 3.2(d);

(e) all rights of Seller under this Agreement and the other Transaction Agreements; and

(f) the assets, if any, described on Schedule 3.2(f).

Section 3.3 Assumed Liabilities. At the Closing, Buyer shall assume and agree to discharge and perform when due the following, and only the following, Liabilities of Seller (collectively, the "Assumed Liabilities"):

(a) the obligation to complete the Work in Process, but only to the extent such obligation is required to be performed after the Closing Date and only to the extent the corresponding customer contract is an Assumed Contract or is otherwise identified on Schedule 3.3(a);

(b) trade accounts payable of Seller to third parties arising in the ordinary course of the Business, aged thirty (30) days or less, and outstanding as of the Closing, as specifically identified on Schedule 3.3(b), and only to the extent such trade payables reasonably relate to the operation of the Business and do not exceed, in the aggregate, the amount stated on Schedule 3.3(b). Any trade account payable in excess of such stated

aggregate amount, and any trade account payable that is overdue or outside payment terms as of the Closing, shall constitute an Excluded Liability; and

(c) the obligations of Seller under the Assumed Contracts, including with respect to customer deposits relating thereto ("Customer Deposits"), but only to the extent such obligations are required to be performed after the Closing Date and were incurred in the ordinary course of business, provided that (i) Buyer shall not be obligated to pay any amount relating to or resulting from any breach or failure to perform by Seller occurring on or before the Closing Date, and (ii) all Customer Deposits shall be assigned and transferred to Buyer at the Closing.

Section 3.4 No Assumption of Excluded Liabilities.

(a) Except with respect to the Assumed Liabilities, the Buyer Parties shall not assume and shall not be liable for, and the Seller Parties shall retain, discharge, and perform, any and all Liabilities of the Seller Parties, including without limitation: (i) any Liability arising from or relating to products sold or services performed by Seller on or before the Closing, or the operation of the Business on or before the Closing; (ii) any Liability of any Seller Party for borrowed money, notes, capital leases, guarantees, or other indebtedness; (iii) any Liability to any employee, independent contractor, representative, or agent of Seller for compensation, commissions, accrued vacation or paid time off, or benefits earned or accrued on or before the Closing; (iv) any Liability of any Seller Party for Taxes, including interest and penalties, arising from the ownership or use of the Acquired Assets or the Real Estate or the operation of the Business on or before the Closing, and any Liability for Taxes arising out of the transactions described herein other than as expressly allocated in Section 6.6; (v) any Liability arising under or relating to any employee benefit plan of Seller; (vi) any Liability arising out of or relating to any Excluded Asset; (vii) any Liability arising under Environmental Laws with respect to any condition existing on or before the Closing Date, whether or not disclosed; and (viii) any other Liability, contract, or commitment, whether known or unknown, fixed or contingent, liquidated or unliquidated, arising out of or relating to the ownership or use of the Acquired Assets or the Real Estate or the operation of the Business on or before the Closing (all such excluded Liabilities, collectively, the "Excluded Liabilities").

(b) Notwithstanding anything herein to the contrary, this Agreement shall not constitute an agreement to assign any asset, claim, right, or benefit if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention thereof, would be ineffective, or would adversely affect the rights of Seller or, upon transfer, Buyer thereunder, and any such transfer or assumption shall be made subject to such consent being obtained. To the extent any Assumed Contract may not be assigned to Buyer by reason of the absence of any such consent, Buyer shall not be required to assume any Assumed Liability arising under such Assumed Contract. If any such consent is not obtained, the Seller Parties and Buyer shall cooperate, at the Seller Parties' expense, in any lawful and reasonable arrangement reasonably proposed by Buyer under which Buyer shall obtain the economic claims, rights, and benefits under such asset, claim, or right, including subcontracting, sublicensing, or subleasing to Buyer and enforcement of all rights of Seller against the other party thereto.

Section 3.5 Purchase Price. The total purchase price for the Acquired Assets and the Real Estate (the "Purchase Price") shall be _____ DOLLARS ($_____) reduced by the Work in Process, due and payable as follows:

(a) At the Closing, Buyer shall pay to Seller the sum of _____ DOLLARS ($_____) in cash, by wire transfer of immediately available funds to an account designated by Seller in writing not less than three (3) business days before the Closing Date; and

(b) _____ DOLLARS ($_____) reduced by the Work in Process shall be payable by Real Estate Buyer to Real Estate Sellers under the Land Contract.

There shall be no adjustment to the Purchase Price for working capital, cash, accounts receivable, inventory, or accounts payable, and no post-Closing true-up of any kind, except for the prorations described in Section 3.6.

Section 3.6 Prorations and Real Estate Closing Items. Real estate taxes and any special assessments levied against the Real Estate shall be prorated as of the Closing Date on the basis of the most recent tax bill, with Real Estate Sellers responsible for all periods through the Closing Date and Real Estate Buyer responsible for all periods thereafter. Real Estate Sellers shall pay the Wisconsin real estate transfer fee due upon recording of the Land Contract and the cost of the title insurance policy described in Section 4.6. Real Estate Buyer shall pay the cost of recording the Land Contract, the cost of any endorsements it requests other than the gap endorsement, and the cost of any environmental assessment it obtains. Each party shall bear its own attorneys' fees.

Section 3.7 Allocation of Purchase Price. The Purchase Price shall be allocated among the Real Estate and the Acquired Assets, and among the categories of Acquired Assets, as set forth below and each party shall prepare and file all Tax returns in a manner consistent with such allocation, and no party shall take any position inconsistent therewith in any Tax filing or proceeding.

(a) Real Estate: $_____ less Work in Process

(b) Inventory: $_____

(c) Equipment: $_____

(d) Goodwill: $_____

(e) Covenants set forth in Section 6.8: $_____

Section 3.8 Closing. The transactions contemplated by this Agreement shall close contemporaneously with the execution of Transaction Agreements (the "Closing") and shall be effective at 11:59 PM on such date (the "Closing Date"), provided that the conditions set forth in Article 7 have been satisfied or waived. All transactions provided for herein to occur on and as of the Closing Date shall be deemed to have occurred simultaneously and to be effective as of the 11:59 PM on the Closing Date.

Section 3.9 Closing Deliveries. At the Closing:

(a) Buyer shall deliver to Seller the cash portion of the Purchase Price described in Section 3.5;

(b) Seller shall execute and deliver to Buyer an Assignment and Bill of Sale in the form attached hereto as **Exhibit B**, conveying the Acquired Assets free and clear of all Liens other than Permitted Liens, together with duly endorsed certificates of title for all vehicles and titled equipment;

(c) Seller and Buyer shall execute and deliver an Assignment and Assumption Agreement in the form attached hereto as **Exhibit C**;

(d) Real Estate Sellers and Real Estate Buyer shall execute and deliver the Land Contract, in recordable form;

(e) Real Estate Buyer and Real Estate Sellers shall execute and deliver the Residence Lease;

(f) The Buyer Parties shall cause _____ to execute and deliver the Guaranty;

(g) Real Estate Sellers shall deliver (i) an affidavit of title in customary form, (ii) a certificate of non-foreign status satisfying Section 1445 of the Code, (iii) all documentation reasonably required by the title company to issue the title insurance policy described in Section 4.6, including ALTA statements and gap undertakings, (iv) evidence of the release or satisfaction of all mortgages, judgments, and other Liens against the Real Estate other than the Permissible Exceptions, (v) possession of the Real Estate, subject only to the Residence Lease, and (vi) all keys, access codes, and remote controls for all locks and equipment located on the Real Estate;

(h) Seller shall deliver (i) a certificate executed by an officer of Seller certifying as to the incumbency and true and correct copies of all resolutions of the directors and shareholders of Seller authorizing the execution, delivery, and performance of the Transaction Agreements, (ii) all consents, waivers, and approvals described in Section 7.1, (iii) a certificate of status for Seller issued by the Wisconsin Department of Financial Institutions dated not more than ten (10) days before the Closing Date, (iv) documents evidencing the change of Seller's corporate name to a name not similar to "_____" in form suitable for filing immediately following the Closing, and (v) UCC termination statements and lien releases as to all Liens on the Acquired Assets other than Permitted Liens;

(i) the Seller Parties shall deliver a certificate signed by Seller and by each Real Estate Seller certifying that the conditions set forth in Section 7.1 have been satisfied; and

(j) each Buyer Party shall deliver a certificate executed by its sole member certifying as to the incumbency and true and correct copies of the consent of its sole member authorizing the execution, delivery, and performance of the Transaction Agreements.

Section 3.10 Third Party Consents. To the extent that the rights of Seller under any Assumed Contract or permit constituting an Acquired Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain each such required consent as promptly as possible. If any such consent is not obtained, or if any attempted assignment would be ineffective or would impair Buyer's rights so that Buyer would not in effect acquire the benefit of all such rights, Seller shall, to the maximum extent permitted by Applicable Law, act after the Closing as Buyer's agent in order to obtain for Buyer the benefits thereunder and shall cooperate with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER PARTIES

The Seller Parties, jointly and severally, represent and warrant to the Buyer Parties that:

Section 4.1 Existence and Power. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, and has full power and authority and possesses all governmental franchises, licenses, permits, authorizations, and approvals necessary to enable it to own, lease, or otherwise hold its properties and assets and to conduct the Business as currently conducted. Each Real Estate Seller has full legal capacity to execute, deliver, and perform the Transaction Agreements to which he or she is a party. _____ and _____ are the only shareholders/members of Seller and own all of the issued and outstanding capital stock/units of Seller free and clear of all Liens.

Section 4.2 Authorization. The execution, delivery, and performance by each Seller Party of each of the Transaction Agreements to which it is a party, and the consummation of the transactions contemplated thereby, are within such Seller Party's powers and have been duly authorized, and no other action or proceeding on the part of any Seller Party is necessary to authorize the same. Each Transaction Agreement constitutes a legal, valid, and binding obligation of each Seller Party thereto, enforceable against such Seller Party in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

Section 4.3 No Conflicts; Consents. The execution and delivery by each Seller Party of the Transaction Agreements do not, and the consummation of the transactions described herein and compliance with the terms thereof will not, conflict with or result in any violation of or default under, or give rise to a right of termination, cancellation, or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any Acquired Asset or the Real Estate under, any provision of (i) Seller's articles of incorporation or bylaws, (ii) any material contract to which any Seller Party is a party or by which any of its properties or assets is bound, except for the Assumed Contracts identified on Schedule 4.3 as requiring consent, or (iii) any Governmental Order or Applicable Law applicable to any Seller Party or its properties or assets. Except as set forth on Schedule 4.3, no consent, approval, license, permit, order, or authorization of, or registration, declaration, or filing with, any Governmental Authority is required to be obtained or made by or with respect to any Seller Party in connection with the

execution, delivery, or performance of the Transaction Agreements or the consummation of the transactions described herein.

Section 4.4 Financial Condition. Schedule 4.4 sets forth Seller's unaudited (a) balance sheets as of December 31, 20__, December 31, 20___, and December 31, 20___, (b) statements of income for the twelve-month periods then ended, and (c) balance sheet and statement of income for the interim period ended July 31, 20____ (collectively, the "Seller Financial Statements"). The Seller Financial Statements are derived from the books, records, and accounts of Seller, which accurately and fairly reflect, in reasonable detail and in all material respects, all transactions and items of income and expense, assets, liabilities, and accruals relating to Seller. The Seller Financial Statements fairly present, in all material respects, the financial condition of Seller as of the respective dates thereof and the results of operations for the periods covered thereby.

Section 4.5 Accounts Receivable and Work in Process. All Accounts Receivable arose from bona fide transactions in the ordinary course of the Business, represent valid obligations for goods sold or services performed, and are not subject to any setoff, counterclaim, or defense, except to the extent of reserves reflected on Schedule 4.5. All Work in Process is of a quality and condition consistent with the ordinary course of the Business for the applicable growing season, and Schedule 4.5 sets forth a true and complete list of all Work in Process as of the date stated thereon, including the customer, the scope of the remaining obligation, the contract price, and the amount of any Customer Deposit received.

Section 4.6 Real Estate.

(a) Real Estate Sellers hold good, marketable, and indefeasible fee simple title to the Real Estate, free and clear of all Liens other than the Permissible Exceptions. There are no leases, tenancies, licenses, occupancy agreements, options, rights of first refusal, or contracts for sale affecting the Real Estate other than the Residence Lease. No Person other than Real Estate Sellers is in possession of any portion of the Real Estate.

(b) At the Closing, Real Estate Sellers shall cause a title insurance company acceptable to Real Estate Buyer to issue, at Real Estate Sellers' sole cost and expense, a policy of title insurance insuring the vendee interest of Real Estate Buyer under the Land Contract in the amount of _____ Dollars ($_____), subject only to real estate taxes not yet due and payable, the Residence Lease, and those covenants, conditions, restrictions, and easements of record which do not interfere with the operation of the Business or the use of the Real Estate as currently used and which are approved in writing by Real Estate Buyer (collectively, the "Permissible Exceptions"), and including the standard gap endorsement. Any additional endorsements requested by Real Estate Buyer shall be at Real Estate Buyer's expense. Upon payment in full of the Land Contract, Real Estate Sellers or their successors shall deliver a warranty deed conveying fee simple title to the Real Estate to Real Estate Buyer, subject only to the Permissible Exceptions and matters arising by, through, or under Real Estate Buyer, together with date-down title evidence and an affidavit of title, all at the expense of Real Estate Sellers.

(c) The Real Estate constitutes a single separate tax parcel, and no division, subdivision, replat, or certified survey map is required in order to convey the Real Estate as contemplated hereby. All improvements located on the Real Estate are located wholly

within the boundaries of the Real Estate and do not encroach upon any adjoining property, easement, or right of way, and no improvement located on any adjoining property encroaches upon the Real Estate. The Real Estate has direct access to a dedicated public right of way.

(d) The Real Estate is served by a private well and a private on-site wastewater treatment system, each of which is in good working order, has been maintained in accordance with Applicable Law, and holds all required permits. All buildings, greenhouses, structures, boilers, heating systems, irrigation systems, electrical systems, and mechanical systems located on the Real Estate are in good operating condition and repair, ordinary wear and tear excepted, and are adequate for the uses to which they are being put. There is no pending or threatened condemnation, eminent domain, zoning, or special assessment proceeding affecting the Real Estate.

(e) The Real Estate is not subject to any farmland preservation agreement, agricultural enterprise area designation, conservation easement, or similar restriction, and no use value conversion charge under Wis. Stat. § 74.485 or deferred tax, penalty, or recapture is or will become payable as a result of the transactions described herein or the continued use of the Real Estate as currently used.

Section 4.7 Intellectual Property. Except as set forth on Schedule 4.7, (i) Seller is the exclusive owner of, or is duly licensed to use, the Intellectual Property and its associated goodwill, free and clear of all Liens; (ii) no Person has asserted, and the Seller Parties have no knowledge of any basis for any Person to assert, any ownership right in any of the Intellectual Property; (iii) the Seller Parties have no knowledge that Seller's use of any Intellectual Property infringes the rights of any third party; and (iv) the Seller Parties have no knowledge that any third party is infringing any of Seller's rights in any of the Intellectual Property.

Section 4.8 Contracts.

(a) Except as set forth on Schedule 4.8(a), Seller is not a party to or bound by any contract, lease, license, agreement, commitment, or other legally binding arrangement (i) involving payments by or to Seller in excess of $10,000, (ii) having a term extending more than twelve (12) months from the date hereof or not terminable by Seller on not more than thirty (30) days' notice without penalty, (iii) containing any covenant not to compete or not to solicit binding on Seller, (iv) constituting a lease of personal property, (v) constituting a distributorship, dealership, sales representative, or franchise arrangement, (vi) constituting a guaranty or indemnity of the obligations of any other Person, or (vii) with any Affiliate of any Seller Party.

(b) Each Assumed Contract is in full force and effect, is valid and enforceable in accordance with its terms, and there exists no default or event which, with notice or lapse of time or both, would constitute a default thereunder by Seller or, to the knowledge of the Seller Parties, by any other party thereto. True, correct, and complete copies of all Assumed Contracts have been delivered to Buyer.

(c) No Assumed Contract constitutes a dealership agreement within the meaning of Wis. Stat. ch. 135, and no Person holds any dealership, distributorship, or franchise right

with respect to the Business or the Acquired Assets. Seller is not a party to any agreement with a sales representative within the meaning of Wis. Stat. § 134.93.

Section 4.9 Assignment of Contracts. Except as set forth on Schedule 4.9, the Seller Parties have obtained, or will obtain before the Closing, all consents, approvals, and authorizations from third parties required in connection with the assignment to Buyer of the Assumed Contracts and all other rights, interests, claims, and benefits being sold to Buyer hereunder.

Section 4.10 Personal Property. Seller has good, valid, and marketable title to all of the Acquired Assets, in each case free and clear of all Liens except those Liens set forth on Schedule 4.10 (the "Permitted Liens"). All equipment, machinery, and vehicles included in the Acquired Assets are in good operating condition and repair, ordinary wear and tear excepted, have been maintained in accordance with normal industry practice, and are adequate for the uses to which they are being put. Schedule 4.10 sets forth a true and complete list of all equipment, machinery, and vehicles included in the Acquired Assets having an original cost in excess of $2,500.

Section 4.11 Inventory. All inventory included in the Acquired Assets, whether or not reflected in the Seller Financial Statements, consists of finished plant material, growing crops, nursery stock, seed, plugs, liners, cuttings, bulbs, growing media, chemicals, containers, packaging, and supplies of a quality and quantity usable and saleable in the ordinary course of the Business for the applicable growing season, is owned by Seller free and clear of all Liens other than Permitted Liens, and is not held on consignment. All plant material and nursery stock has been grown, handled, labeled, and stored in compliance with Applicable Law, and is free of any quarantine, stop sale order, or pest or disease infestation.

Section 4.12 Taxes.

(a) For purposes of this Agreement, "Tax" or "Taxes" means any tax, governmental fee, or other like assessment or charge of any kind, including any income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, property, environmental, or windfall profits tax, premium, custom, or duty, together with any interest, penalty, addition to tax, or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (a "Taxing Authority").

(b) Except as set forth on Schedule 4.12, (i) Seller has timely filed, within any applicable extension periods, all Tax returns, reports, and forms required to be filed by it, and all such returns are true, correct, and complete in all material respects; (ii) all Taxes shown to be due on such returns, and all other Taxes owed by Seller whether or not shown on any return, have been or will be timely paid in full; (iii) no Tax Liens have been filed against Seller or any Acquired Asset and no claims are being asserted with respect to any Taxes; (iv) Seller has withheld and paid over to the appropriate Taxing Authority all Taxes required to have been withheld in connection with amounts paid to any employee, independent contractor, or other Person; and (v) Seller holds a valid Wisconsin seller's permit and has timely collected and remitted all Wisconsin sales and use taxes due with respect to the Business.

(c) Schedule 4.12 sets forth Seller's federal income tax classification and the date of any election under Subchapter S of the Code.

Section 4.13 Proceedings. Schedule 4.13 sets forth a list of all pending and, to the knowledge of the Seller Parties, threatened judicial, administrative, arbitral, or other proceedings or claims ("Proceedings") involving any Seller Party or affecting any Acquired Asset or the Real Estate, and all Proceedings involving any Seller Party which existed during the last five (5) years. None of the Proceedings listed on Schedule 4.13 is reasonably likely to have a material adverse effect on the Seller Parties, the Acquired Assets, the Real Estate, or the Business. To the knowledge of the Seller Parties, there are no unasserted claims which, if adversely determined, would have a material adverse effect on the Seller Parties, the Acquired Assets, the Real Estate, or the Business. No Seller Party is subject to or in default under any Governmental Order applicable to the conduct of the Business, any Acquired Asset, the Real Estate, or any Assumed Liability.

Section 4.14 Benefit Plans. Except as set forth on Schedule 4.14, Seller does not maintain, sponsor, contribute to, or have any liability with respect to any "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, or any bonus, deferred compensation, equity, severance, retention, change of control, fringe benefit, or other compensatory plan, program, agreement, or arrangement. Seller has no liability with respect to any multiemployer plan or any plan subject to Title IV of ERISA. All contributions, premiums, and benefit payments required to have been made with respect to any plan listed on Schedule 4.14 have been timely made.

Section 4.15 Absence of Changes or Events. Except as set forth on Schedule 4.15, since December 31, 2025, Seller has conducted the Business only in the ordinary course consistent with past practice, and there has not been: (a) any sale, lease, transfer, or other disposition of any asset of Seller other than the sale of inventory in the ordinary course of business for fair value; (b) any material change in the accounting methods, collection practices, or payment practices of Seller; (c) any increase in the compensation, bonus, or benefits payable to any employee, officer, director, shareholder, or Affiliate of Seller, other than ordinary course increases consistent with past practice; (d) any incurrence of indebtedness or any Lien on any Acquired Asset; (e) any capital expenditure in excess of $10,000; (f) any deferral or postponement of scheduled maintenance, repair, or replacement of any equipment, greenhouse, structure, or system; (g) any acceleration of the collection of Accounts Receivable or any extension of the payment of accounts payable beyond stated terms; (h) any material damage, destruction, or casualty loss affecting the Acquired Assets or the Real Estate, whether or not covered by insurance; (i) any loss of, or notice of intent to terminate or materially reduce purchases by, any Customer accounting for more than five percent (5%) of Seller's revenues in the most recent fiscal year; or (j) any agreement or commitment to do any of the foregoing.

Section 4.16 Compliance with Applicable Laws; Licenses.

(a) Seller is, and at all times during the last five (5) years has been, in compliance in all material respects with all Applicable Laws relating to the Business, the Acquired Assets, and the Real Estate, and no Seller Party has received any notice of any alleged violation of any Applicable Law that remains unresolved.

(b) Schedule 4.16(b) sets forth a true and complete list of all licenses, permits, certifications, and registrations held by Seller or any Seller Party in connection with the Business, including all nursery grower and nursery dealer licenses issued under Wis. Stat. ch. 94, all pesticide applicator certifications and commercial application business licenses, all Wisconsin seller's permits, and all well and private on-site wastewater treatment system permits, together with the expiration date of each and an indication of whether each is transferable. Each such license and permit is in full force and effect, and Seller is in compliance with the terms thereof.

(c) Seller has at all times complied in all material respects with all Applicable Laws relating to the labeling, sale, and distribution of nursery stock and plant material, the use, storage, application, and disposal of pesticides, herbicides, and fertilizers, and, if applicable, the employment and housing of migrant or seasonal agricultural workers under Wis. Stat. § 103.90 through § 103.97 and the federal Migrant and Seasonal Agricultural Worker Protection Act.

Section 4.17 Employee and Labor Matters.

(a) Schedule 4.17(a) sets forth a true and complete list of all employees and independent contractors of Seller as of the date hereof, together with each such person's position, date of hire, classification as exempt or non-exempt, current rate of compensation, bonus or commission arrangement, and accrued but unused vacation or paid time off. Except as set forth thereon, no employee of Seller is employed pursuant to a written employment agreement or is entitled to any severance, retention, or change of control payment.

(b) Seller is not a party to any collective bargaining agreement, no labor organization has been certified or recognized as the representative of any employee of Seller, and there is no pending or, to the knowledge of the Seller Parties, threatened union organizing activity, strike, work stoppage, or labor dispute.

(c) Seller has properly classified each of its service providers as an employee or independent contractor and each employee as exempt or non-exempt under the Fair Labor Standards Act and Wisconsin law, and has paid all wages, overtime, and other compensation when due. There is no pending or threatened wage claim, charge, or audit.

(d) Schedule 4.17(d) sets forth Seller's current Wisconsin unemployment insurance account number and experience rate. The Seller Parties acknowledge that the transfer of the Business may result in the mandatory transfer of Seller's unemployment insurance experience under Wis. Stat. § 108.16(8), and the Seller Parties represent that they have disclosed to the Buyer Parties all information in their possession bearing on Seller's experience rate, including all pending or anticipated benefit claims.

Section 4.18 Transactions with Affiliates. Except as set forth on Schedule 4.18, no Affiliate of any Seller Party (a) owns or has any interest in any Acquired Asset or the Real Estate, (b) is a party to any contract with Seller, (c) is owed any amount by Seller or owes any amount to Seller, or (d) has any interest in any Person that is a supplier, customer, or competitor of the Business.

Section 4.19 Brokers and Finders. Except as set forth on Schedule 4.19, no Seller Party has employed or engaged any broker, finder, investment banker, or other intermediary in connection with the transactions described herein, and no Person is entitled to any brokerage commission, finder's fee, or similar compensation in connection therewith. The Seller Parties shall be solely responsible for any such commission or fee.

Section 4.20 Absence of Undisclosed Liabilities. Seller has no Liability of any nature, whether accrued, absolute, contingent, or otherwise, except (a) Liabilities reflected or reserved against on the Seller Financial Statements, (b) Liabilities incurred in the ordinary course of the Business since December 31, 2025 which are not, individually or in the aggregate, material, and (c) Liabilities set forth on Schedule 4.20.

Section 4.21 Environmental Matters.

(a) For purposes of this Agreement, "Environmental Laws" means all Applicable Laws relating to pollution, contamination, protection of human health or the environment, or the use, generation, storage, handling, transportation, treatment, release, or disposal of Hazardous Substances, including the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act, and Wis. Stat. chs. 281, 285, 289, 291, and 292 and the rules promulgated thereunder. "Hazardous Substances" means any substance regulated under any Environmental Law, including petroleum and petroleum products, asbestos, lead-based paint, polychlorinated biphenyls, pesticides, herbicides, fungicides, fertilizers, and any hazardous or toxic substance, material, or waste.

(b) The Seller Parties and the Business are, and at all times have been, in compliance in all material respects with all Environmental Laws. No Seller Party has received any notice, demand, claim, request for information, or Governmental Order relating to any actual or alleged violation of, or Liability under, any Environmental Law with respect to the Real Estate, the Acquired Assets, or the Business.

(c) There has been no release, discharge, spill, or disposal of any Hazardous Substance at, on, under, or from the Real Estate, and no Hazardous Substance is present at, on, or under the Real Estate in any concentration or condition requiring investigation, remediation, notification, or response under any Environmental Law.

(d) Schedule 4.21(d) identifies all above ground and underground storage tanks, whether in use or abandoned in place, all pesticide, herbicide, and fertilizer storage and mixing areas, all chemical and fuel dispensing areas, all wells, all septic systems and drain fields, all wash water or nutrient runoff collection or discharge points, and all landfills, dumps, or burial areas located or formerly located on the Real Estate. All such tanks have been registered, maintained, tested, and, if out of service, closed in accordance with Applicable Law.

(e) There is no asbestos containing material or lead-based paint in or on any building or structure located on the Real Estate. Schedule 4.21(e) lists all environmental reports, assessments, audits, tank tests, well tests, and correspondence with any Governmental Authority relating to the environmental condition of the Real Estate that are

in the possession or control of any Seller Party, true and complete copies of which have been delivered to the Buyer Parties.

Section 4.22 Insurance. Schedule 4.22 sets forth a true and complete list of all policies of insurance maintained by Seller with respect to the Business, the Acquired Assets, and the Real Estate, including the insurer, policy number, coverage limits, deductibles, and expiration date. All such policies are in full force and effect, all premiums have been timely paid, and no notice of cancellation or non-renewal has been received. Schedule 4.22 sets forth all claims made under any such policy during the last five (5) years.

Section 4.23 Customers and Suppliers. Schedule 4.23 sets forth the twenty (20) largest Customers and the ten (10) largest suppliers of the Business, by dollar volume, for each of the two most recently completed fiscal years and for the interim period ended July 31, 2026. No such Customer or supplier has terminated, or notified any Seller Party of any intention to terminate or materially reduce, its relationship with the Business.

Section 4.24 No Material Omissions; Complete Disclosure. The representations and warranties of the Seller Parties contained in this Agreement, and the Schedules and Exhibits hereto and the certificates and other documents delivered pursuant hereto, do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to make the statements contained herein or therein not misleading. All copies of documents delivered to the Buyer Parties by or on behalf of any Seller Party are true, correct, and complete copies of the originals thereof, including all amendments.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER PARTIES

The Buyer Parties, jointly and severally, represent and warrant to the Seller Parties that:

Section 5.1 Existence and Power. Each Buyer Party is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, and has full power and authority to execute, deliver, and perform the Transaction Agreements to which it is a party.

Section 5.2 Authorization. The execution, delivery, and performance by each Buyer Party of each of the Transaction Agreements to which it is a party, and the consummation of the transactions contemplated thereby, are within such Buyer Party's powers and have been duly authorized by its sole member, and no other action or proceeding on the part of such Buyer Party is necessary to authorize the same. Each Transaction Agreement constitutes a legal, valid, and binding obligation of each Buyer Party thereto, enforceable against such Buyer Party in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

Section 5.3 Governmental Authorization. No consent, approval, license, permit, order, or authorization of, or registration, declaration, or filing with, any Governmental Authority is required to be obtained or made by any Buyer Party in connection with the execution, delivery, or performance of the Transaction Agreements, other than licenses and permits required for the Buyer Parties to conduct the Business following the Closing.

Section 5.4 Noncontravention. The execution, delivery, and performance by each Buyer Party of the Transaction Agreements do not and will not conflict with or result in any violation of or default under such Buyer Party's articles of organization or operating agreement, any contract to which it is a party, or any Applicable Law or Governmental Order applicable to it.

Section 5.5 Brokers and Finders. No Buyer Party has employed or engaged any broker, finder, investment banker, or other intermediary in connection with the transactions described herein.

ARTICLE 6
COVENANTS

Section 6.1 Conduct of Business Pending Closing. In the prior sixty (60) days, the Seller Parties have not:

(a) operated the Business other than in the ordinary course consistent with past practice, and have not failed to maintain the Acquired Assets and the Real Estate in good condition, ordinary wear and tear excepted;

(b) been notified of a cancellation of any insurance policies described on Schedule 4.22;

(c) failed to perform any scheduled maintenance, repair, and replacement of equipment, greenhouses, structures, boilers, irrigation systems, and mechanical systems, and maintain all growing crops, plant material, and inventory or done so not in accordance with good horticultural practice inconsistent with past practice;

(d) failed to collect any Accounts Receivable or failed to pay accounts payable in the ordinary course and consistent with past practice;

(e) sold, leased, transferred, or otherwise disposed of any asset, other than the sale of inventory in the ordinary course of business for fair value in cash;

(f) incurred any indebtedness or grant any Lien on any Acquired Asset or the Real Estate;

(g) entered into, amended, or terminated any Assumed Contract, or entered into any contract that would constitute an Assumed Contract;

(h) increased the compensation or benefits of, or paid any bonus to, any employee, officer, director, shareholder, or Affiliate;

(i) not used commercially reasonable efforts to preserve the goodwill of the Business and its relationships with Customers, suppliers, and employees; or

(j) made distributions (A) in excess of Ten Thousand Dollars ($10,000), (B) of any Accounts Receivable, inventory, growing crops, Work in Process, vehicle, or item of equipment other than in the ordinary course of the Business for fair value in cash, or (C) in kind.

Section 6.2 Confidentiality. Each party shall keep confidential all non-public information concerning the other parties obtained in connection with the transactions described herein, and shall not disclose or use such information except in connection with the evaluation and consummation of such transactions or as required by Applicable Law, provided that a party may disclose such information to its attorneys, accountants, lenders, and advisors who have a need to know and who are bound by a comparable obligation. If the Closing does not occur, each party shall, upon request, return or destroy all such information. This Section 6.2 shall survive any termination of this Agreement for a period of three (3) years.

Section 6.3 Public Announcements. No party shall issue any press release or make any public announcement concerning the transactions described herein without the prior written consent of the other parties, except as required by Applicable Law. The parties shall cooperate in the timing, form, and content of any announcement to employees, Customers, and suppliers.

Section 6.4 Employees.

(a) Buyer shall offer employment, effective as of the Closing Date, to substantially all of the employees of Seller listed on Schedule 4.17(a), on terms and conditions determined by Buyer in its sole discretion. Nothing herein shall obligate Buyer to employ any person for any period of time or on any particular terms, and each employee hired by Buyer shall be an at-will employee of Buyer.

(b) Seller shall terminate the employment of all of its employees effective as of the Closing Date and shall be solely responsible for and shall pay, at or before the Closing, all wages, salaries, commissions, bonuses, accrued but unused vacation and paid time off, expense reimbursements, and other compensation and benefits earned or accrued by any employee through the Closing Date, together with all associated payroll and withholding Taxes. Seller shall be solely responsible for all obligations under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and any comparable Wisconsin continuation coverage requirement with respect to its employees and former employees.

(c) Buyer shall not assume, and shall have no liability with respect to, any employee benefit plan of Seller. Buyer and Seller shall cooperate to apply the standard procedure of Revenue Procedure 2004-53 with respect to wage reporting, unless Buyer elects in writing to apply the alternate procedure.

Section 6.5 Use of Name; Change of Name. Effective as of the Closing, Seller shall cease all use of the name "_____", "_____", and any confusingly similar name, and shall promptly file articles of amendment changing its corporate name to a name not similar to "_____" or including "_____". Seller consents to the use and registration by Buyer of the name "_____" and any variation thereof, and shall execute such consents, assignments, and other documents as Buyer may reasonably request to effectuate the transfer of the Intellectual Property, including the transfer of all telephone numbers, domain names, email addresses, and social media accounts used in the Business.

Section 6.6 Taxes; Clearance Certificate.

(a) Seller shall pay all Wisconsin sales, use, and other transfer Taxes arising out of the sale of the Acquired Assets. Real Estate Sellers shall pay the Wisconsin real estate transfer fee due upon recording of the Land Contract.

(b) Seller shall, promptly following the date hereof, request from the Wisconsin Department of Revenue a certificate under Wis. Stat. § 77.52(18) showing that all sales and use taxes and other amounts owed by Seller have been paid, and shall deliver such certificate to Buyer as soon as possible after the Closing. If such certificate is not available at the Closing, Buyer may, at its election, withhold from the cash portion of the Purchase Price such amount as Buyer reasonably determines may be claimed by the Department of Revenue, to be held and disbursed pursuant to a written escrow arrangement reasonably acceptable to Buyer and Seller, or waive the condition and rely upon the indemnity set forth in Article 8.

(c) The Seller Parties shall cooperate with the Buyer Parties in connection with any filing, election, or proceeding relating to the transfer of Seller's unemployment insurance experience under Wis. Stat. § 108.16(8), and shall provide such information as the Buyer Parties or the Department of Workforce Development may reasonably require.

Section 6.7 Excluded Liabilities. The Seller Parties shall pay, satisfy, and discharge when due, in accordance with their terms, all of the Excluded Liabilities.

Section 6.8 Covenant Not to Compete or Solicit. As an inducement for the Buyer Parties to enter into this Agreement and to pay the Purchase Price, and as a material part of the consideration for the Purchase Price, of which the amount allocated pursuant to Section 3.7 is paid specifically for the covenants set forth in this Section 6.8, each Seller Party agrees as follows:

(a) For a period of five (5) years from and after the Closing Date, no Seller Party shall, directly or indirectly, (i) own, manage, operate, join, control, finance, or participate in the ownership, management, operation, control, or financing of, or be connected as an officer, director, employee, principal, agent, representative, consultant, investor, owner, partner, member, manager, or joint venturer with, any business or enterprise engaged in the Business within a radius of thirty (30) miles of the Real Estate (a "Restricted Business"); (ii) call on or solicit, for the purpose of engaging in a Restricted Business, or divert or take away from Buyer the business of, any Customer or any customer of Buyer; (iii) solicit, induce, or influence any Customer, supplier, lender, lessor, or other Person having a business relationship with Buyer to discontinue, reduce the extent of, or otherwise impair such relationship; or (iv) recruit, solicit, hire, or offer employment to, or enter into any consulting or similar arrangement with, any then current employee of Buyer or any former employee of Seller who was employed by Seller within the three (3) month period before the Closing Date.

(b) Nothing in this Section 6.8 shall prohibit (i) the passive ownership of less than two percent (2%) of the publicly traded equity securities of any Person, (ii) the performance by _____ of the Transition Services, or (iii) the maintenance by the Real Estate Sellers of a personal garden at the Residence, the produce and plant material of which is not offered for sale.

(c) Each Seller Party acknowledges that the Confidential Information constitutes a valuable, special, and unique asset conveyed to Buyer as part of the Acquired Assets. Each Seller Party agrees that from and after the Closing it shall not, without Buyer's prior written consent, disclose any Confidential Information to any Person other than Buyer and its attorneys, accountants, and advisors, or make use of any Confidential Information for its own purposes or those of another, other than as required by Applicable Law. As used herein, "Confidential Information" means all information, knowledge, and data relating to the Business, including all information relating to Customer and prospective customer lists, pricing, growing methods, crop schedules, and trade practices, which is not in the public domain other than by reason of a breach of this Agreement by a Seller Party.

(d) The restrictions set forth in this Section 6.8 are covenants ancillary to and made in connection with the sale of a business and are given in exchange for a portion of the Purchase Price. Each Seller Party acknowledges that it has read this Section 6.8, has had the opportunity to consult with counsel of its own choosing, and agrees that the scope, duration, and geographic area of the restrictions are fair and reasonably required for the protection of the value of the Business and the goodwill conveyed to Buyer, and that enforcement thereof will not prevent any Seller Party from earning a living or cause undue hardship.

(e) The restrictions set forth in this Section 6.8 are severable, and the geographic area is intended to be construed as a series of separate and independent covenants applicable to each of the following areas, in descending order: thirty (30) miles from the Real Estate; twenty (20) miles from the Real Estate; and _____ County, Wisconsin and each county adjoining _____ County. The duration is likewise intended to be construed as a series of separate and independent covenants of five (5) years, three (3) years, and two (2) years. If any court of competent jurisdiction determines that any such covenant is unenforceable, that determination shall not affect the enforceability of any other such covenant, and the broadest enforceable covenant shall be given effect.

(f) Each Seller Party acknowledges that irreparable harm will result to Buyer from a breach or threatened breach of this Section 6.8 and that money damages alone would be an inadequate remedy. Buyer shall be entitled to injunctive relief restraining any such breach, without bond and without the necessity of showing actual monetary damages, in addition to all other rights and remedies available at law or in equity, including an accounting for and repayment of all profits, compensation, and other benefits realized by any Seller Party as a result of such breach.

Section 6.9 Transition Services.

(a) For a period of one (1) year following the Closing Date, _____ shall provide to Buyer such assistance with respect to the operation of the Business as Buyer may reasonably request, including introductions to Customers and suppliers, familiarization with growing practices, crop schedules, sourcing, pricing, and record keeping systems, assistance in the transition of Customer relationships, and answering questions concerning the historical operation of the Business (collectively, the "Transition Services").

(b) The Transition Services shall be provided at such times and in such manner as _____ and Buyer may reasonably agree, taking into account her other commitments, and shall be provided in person, by telephone, or by electronic means as reasonably appropriate to the request.

(c) _____ shall provide the Transition Services as an independent contractor and not as an employee, officer, agent, or partner of Buyer, shall have no authority to bind Buyer, and shall not be entitled to participate in any employee benefit plan of Buyer. Buyer shall not withhold Taxes from any amount paid to her, and she shall be responsible for all Taxes arising out of the Transition Services.

(d) Consideration for the Transition Services requiring _____ to personally travel to a job site or property shall be $_____ per hour, in quarter hour increments. No additional consideration shall be payable for other Transition Services, as the parties acknowledge that the value of the Transition Services has been taken into account in determining the Purchase Price. Additionally, Buyer shall reimburse _____ for documented out of pocket expenses reasonably incurred at Buyer's written request, other than mileage or automobile expenses related to his/her travel to a job site or property.

(e) The obligations set forth in this Section 6.9 shall terminate upon the death or permanent disability of _____, and shall be suspended during any period of her temporary incapacity, with the one (1) year period extended by the length of any such suspension. The obligations set forth in this Section 6.9 are independent of, and are neither consideration for nor conditioned upon, the covenants set forth in Section 6.8.

Section 6.10 Customer and Supplier Notification. The Seller Parties shall cooperate with Buyer in the preparation and, at Buyer's expense, the mailing of a notice to Customers, suppliers, and such other Persons as Buyer deems appropriate, advising them of the consummation of the transactions described herein.

Section 6.11 Books and Records. For a period of six (6) years after the Closing, each party shall retain and, upon reasonable notice, afford the other parties reasonable access to and the right to copy, at the requesting party's expense, all books and records in its possession relating to the Business for periods on or before the Closing Date, to the extent reasonably required in connection with the preparation of financial statements or Tax returns, any Tax or governmental audit or proceeding, or the defense of any claim.

Section 6.12 Liquor Licenses. The Seller and _____ shall relinquish all liquor licenses held by either of them in connection with the Business, including both retail sale and for on-premises consumption, and shall fully cooperate with Buyer to enable Buyer or _____ to obtain such liquor licenses, including by providing information reasonably required for any license application and attending any required public hearing.

Section 6.13 Further Assurances. The parties shall execute such further documents and instruments, and perform such further acts, as may be necessary or reasonably requested in order to transfer and convey the Acquired Assets to Buyer and the Real Estate to Real Estate Buyer on the terms herein contained, to otherwise comply with the terms of this Agreement, and to

consummate the transactions contemplated hereby, in each case without payment of further consideration.

ARTICLE 7
CONDITIONS TO CLOSING

Section 7.1 Conditions to Obligations of Buyer Parties. The obligations of the Buyer Parties to consummate the transactions described herein are subject to the satisfaction, or waiver in writing by the Buyer Parties, of each of the following conditions as of the Closing:

(a) each representation and warranty of the Seller Parties shall be true and correct in all material respects as of the date hereof and as of the Closing Date, except that the representations and warranties set forth in Section 4.1, Section 4.2, Section 4.6, Section 4.10, and Section 4.12 shall be true and correct in all respects;

(b) the Seller Parties shall have performed and complied with each covenant and agreement required to be performed or complied with by them on or before the Closing;

(c) the title company shall be prepared to issue the title insurance policy described in Section 4.6, subject only to the Permissible Exceptions, and all mortgages, judgments, and other Liens against the Real Estate other than the Permissible Exceptions shall have been released or satisfied or shall be released or satisfied at the Closing out of the cash portion of the Purchase Price or otherwise;

(d) the Buyer Parties shall have conducted any investigation they may require, including a Phase I environmental site assessment of the Real Estate, and the results of which are satisfactory to the Buyer Parties in their reasonable discretion, and, unless directed by the Buyer Parties, all storage tanks identified on Schedule 4.21(d) shall have been removed or closed in place in accordance with Applicable Law at the Seller Parties' expense, with written evidence of closure delivered to the Buyer Parties;

(e) all consents, waivers, and approvals identified on Schedule 4.3 and Schedule 4.9 shall have been obtained in writing and delivered to the Buyer Parties;

(f) since the date hereof there shall not have occurred any event, change, or condition that has had or would reasonably be expected to have a material adverse effect on the Business, the Acquired Assets, the Real Estate, or the financial condition or results of operations of the Business, and no material portion of the Acquired Assets or the improvements on the Real Estate shall have been damaged or destroyed;

(g) the Seller Parties shall have delivered each item required by Section 3.9, and each Ancillary Agreement shall have been executed and delivered by each party thereto other than the Buyer Parties and Blake Mertens; and

(h) no Proceeding shall be pending or threatened seeking to restrain, prohibit, or obtain damages in respect of the transactions described herein.

Section 7.2 Conditions to Obligations of Seller Parties. The obligations of the Seller Parties to consummate the transactions described herein are subject to the satisfaction, or waiver in writing by the Seller Parties, of each of the following conditions as of the Closing:

(a) each representation and warranty of the Buyer Parties shall be true and correct in all material respects as of the date hereof and as of the Closing Date;

(b) the Buyer Parties shall have performed and complied with each covenant and agreement required to be performed or complied with by them on or before the Closing;

(c) Buyer shall have paid the cash portion of the Purchase Price; and

(d) the Buyer Parties shall have delivered each item required by Section 3.9, and the Land Contract, the Residence Lease, and the Guaranty shall have been executed and delivered by each party thereto other than the Seller Parties.

ARTICLE 8
INDEMNIFICATION

Section 8.1 Survival. The representations and warranties contained in this Agreement shall survive the Closing for a period of twenty-four (24) months, except that (a) the representations and warranties set forth in Section 4.1, Section 4.2, Section 4.6, Section 4.10, and Section 4.19 shall survive indefinitely, and (b) the representations and warranties set forth in Section 4.12, Section 4.14, Section 4.17, and Section 4.21 shall survive until sixty (60) days after the expiration of the applicable statute of limitations, including any extension or waiver thereof. Each covenant and agreement contained in this Agreement shall survive the Closing until fully performed or, if no period of performance is stated, until sixty (60) days after the expiration of the applicable statute of limitations. No representation, warranty, covenant, or agreement shall be affected by any investigation conducted or knowledge acquired by any party, whether before or after the Closing.

Section 8.2 Indemnification.

(a) The Seller Parties shall, jointly and severally, indemnify, defend, and hold harmless the Buyer Parties, Blake Mertens, and their respective members, managers, officers, employees, agents, and successors and assigns from and against any and all losses, liabilities, damages, deficiencies, judgments, settlements, fines, penalties, Taxes, costs, and expenses, including reasonable attorneys' and consultants' fees and the cost of investigation and remediation (collectively, "Damages"), arising out of or resulting from (i) any breach of any representation or warranty made by any Seller Party in this Agreement or in any certificate or other document delivered pursuant hereto; (ii) any breach or nonperformance of any covenant or agreement of any Seller Party contained in this Agreement or in any Ancillary Agreement; (iii) any Excluded Liability; (iv) the ownership, use, or operation of the Acquired Assets, the Real Estate, or the Business on or before the Closing Date; (v) any Liability arising under any Environmental Law with respect to any condition first existing on or before the Closing Date; (vi) any claim by any employee or former employee of Seller relating to any period on or before the Closing Date; and (vii) any claim that the

transactions described herein constitute a fraudulent transfer or that any Buyer Party is liable as a successor to Seller, other than with respect to the Assumed Liabilities.

(b) The Buyer Parties shall, jointly and severally, indemnify, defend, and hold harmless the Seller Parties from and against any and all Damages arising out of or resulting from (i) any breach of any representation or warranty made by any Buyer Party in this Agreement; (ii) any breach or nonperformance of any covenant or agreement of any Buyer Party contained in this Agreement or in any Ancillary Agreement; (iii) any Assumed Liability; and (iv) the ownership, use, or operation of the Acquired Assets, the Real Estate, or the Business after the Closing Date, except to the extent constituting an Excluded Liability or otherwise indemnified by the Seller Parties under this Section 8.2.

Section 8.3 Procedures.

(a) A party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of any claim for which indemnification is sought, describing the claim in reasonable detail and, to the extent then determinable, the amount of Damages. Failure to give prompt notice shall not relieve the Indemnifying Party of its obligations except to the extent it is actually prejudiced thereby.

(b) With respect to any claim asserted by a third party, the Indemnifying Party may assume the defense thereof with counsel reasonably acceptable to the Indemnified Party by giving written notice within twenty (20) days after receipt of the notice described in this Section 8.3, provided that the Indemnifying Party acknowledges in writing its obligation to indemnify in full. The Indemnified Party may participate in such defense with counsel of its own choosing at its own expense. The Indemnifying Party shall not settle or compromise any such claim without the prior written consent of the Indemnified Party unless the settlement provides for the unconditional release of the Indemnified Party, involves no injunctive or other equitable relief and no admission of wrongdoing, and provides for the payment of money damages in full by the Indemnifying Party. If the Indemnifying Party does not assume the defense, the Indemnified Party may defend, settle, or compromise the claim in its reasonable discretion at the Indemnifying Party's expense.

(c) The parties shall cooperate in the defense of any third party claim and shall make available such records, information, and personnel as may be reasonably requested.

Section 8.4 Threshold and Cap. The Seller Parties shall have no obligation to indemnify the Buyer Parties for breach of a representation or warranty until the aggregate amount of Damages incurred by the Buyer Parties exceeds Ten Thousand and No/100ths Dollars ($10,000.00) (the "Threshold"), whereupon the Seller Parties shall be liable for all Damages, including the amount of the Threshold. The maximum aggregate liability of the Seller Parties for breach of a representation or warranty shall not exceed the Purchase Price (the "Cap"). Neither the Threshold nor the Cap shall apply to, limit, or restrict Damages arising out of or resulting from (a) any Excluded Liability; (b) any breach of the representations and warranties set forth in Section 4.1, Section 4.2, Section 4.6, Section 4.10, Section 4.12, Section 4.14, Section 4.17, Section 4.19, or Section 4.21; (c) any breach or nonperformance of any covenant or agreement; (d) fraud or

intentional misrepresentation; or (e) any matter described in clauses (iii) through (vii) of Section 8.2.

Section 8.5 Setoff. In addition to all other rights and remedies, the Buyer Parties may set off against the principal balance of and installments due under the Land Contract any amount owing to any Buyer Party under this Article 8. The Buyer Parties shall give not less than ten (10) days' prior written notice of any exercise of setoff, describing the claim and the amount. If it is subsequently determined that any amount was improperly set off, the Buyer Parties shall promptly pay such amount to Real Estate Sellers, together with interest at the rate provided in the Land Contract from the date of setoff. The exercise of setoff in good faith shall not constitute a default under the Land Contract or entitle Real Estate Sellers to accelerate or exercise any remedy thereunder.

Section 8.6 Remedies Cumulative. Except as otherwise expressly provided herein, the rights and remedies provided in this Article 8 are cumulative and in addition to, and not in limitation of, any other right or remedy available at law or in equity, including the right to specific performance and injunctive relief. No party waives any right to pursue any claim based on fraud.

ARTICLE 9
MISCELLANEOUS

Section 9.1 Notices. All notices, requests, and other communications hereunder shall be in writing and shall be given as follows:

If to the Buyer Parties: _____

With a copy to, which shall not constitute notice: _____

If to the Seller Parties: _____

With a copy to, which shall not constitute notice: _____

Notices shall be (i) personally delivered, in which case they shall be deemed delivered on the date of delivery; (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date set forth in the return receipt; (iii) sent by nationally recognized overnight courier, in which case they shall be deemed delivered on the date of delivery set forth in the courier's records; or (iv) sent by email, in which case they shall be deemed delivered on the date of transmission if the sender receives written confirmation of receipt from the recipient. Any party may change its address for notice by written notice given in accordance with this Section 9.1.

Section 9.2 Amendments and Waivers.

(a) No provision of this Agreement may be amended, modified, or waived except by a written instrument signed, in the case of an amendment or modification, by each party hereto, and in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall

preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

Section 9.3 Expenses. Except as otherwise expressly provided herein, each party shall pay all costs and expenses incurred by it in connection with this Agreement and the transactions described herein.

Section 9.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns. No party may assign, delegate, or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other parties, provided that either Buyer Party may, without such consent, (a) assign its rights hereunder to an entity under common control with such Buyer Party or to a successor in interest by merger or otherwise, or (b) collaterally assign its rights hereunder to a lender as security for indebtedness of such Buyer Party, in each case so long as such Buyer Party remains liable for its obligations hereunder.

Section 9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles.

Section 9.6 Dispute Resolution; Jurisdiction and Venue.

(a) Before commencing any action or proceeding arising out of or relating to this Agreement, other than an action seeking injunctive or other equitable relief, the parties shall first submit the dispute to non-binding mediation before a single mediator mutually acceptable to the parties, to be conducted in _____ County, Wisconsin. The parties shall share the mediator's fees equally. If the dispute is not resolved within sixty (60) days after a party gives written notice requesting mediation, any party may commence an action or proceeding.

(b) Each party irrevocably submits to the exclusive jurisdiction and venue of the Circuit Court for _____ County, Wisconsin, and the United States District Court for the _____ District of Wisconsin, for any action or proceeding arising out of or relating to this Agreement, and waives any objection to such jurisdiction or venue, including any objection based on inconvenient forum.

Section 9.7 Attorneys' Fees. In any action or proceeding arising out of or relating to this Agreement or any Ancillary Agreement, other than the Residence Lease, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expert witness fees, and costs, including those incurred on appeal and in any collection or enforcement proceeding.

Section 9.8 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts may be executed and delivered in original or electronically transmitted form, including by facsimile, portable document format, or electronic signature platform, and the parties adopt as original any signature so delivered.

Section 9.9 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto and the Ancillary Agreements, constitutes the entire agreement among the parties with

respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, letters of intent, and discussions, whether oral or written, with respect thereto.

Section 9.10 No Third-Party Beneficiaries. No provision of this Agreement is intended to confer upon any Person other than the parties hereto, and the indemnified persons identified in Section 8.2, any right or remedy hereunder.

Section 9.11 Captions. The captions and headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 9.12 Severability. If any provision of this Agreement, or any portion thereof, or the application of any such provision to any Person or circumstance is held invalid, illegal, or unenforceable in any respect by a court or arbitrator of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or the remaining portion thereof, or the application of such provision to any other Person or circumstance, and the parties shall negotiate in good faith to replace the affected provision with a valid provision that gives effect to the original intent of the parties to the greatest extent permitted by Applicable Law.

Section 9.13 Joint and Several Liability. The obligations of the Seller Parties under this Agreement are joint and several. The obligations of the Buyer Parties under this Agreement are joint and several.

Section 9.14 Jury Waiver. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Asset and Real Estate Purchase Agreement to be duly executed as of the day and year first above written.

_____

By: _____
Title: _____

_____
_____, individually

_____
_____, individually

_____

By: _____
Title: _____

_____

By: _____
Title: _____

SCHEDULES AND EXHIBITS

The following Schedules and Exhibits are attached to and made a part of this Agreement:

Schedule 2.1(b) - Acquired Assets
Schedule 2.1(f) - Assumed Contracts
Schedule 3.2(d) - Personal Effects of Real Estate Sellers
Schedule 3.2(f) - Additional Excluded Assets
Schedule 3.3(a) - Work in Process
Schedule 3.3(b) - Assumed Trade Accounts Payable and Aggregate Cap
Schedule 4.3 - Conflicts and Required Consents
Schedule 4.4 - Seller Financial Statements
Schedule 4.5 - Accounts Receivable and Work in Process
Schedule 4.7 - Intellectual Property Exceptions
Schedule 4.8(a) - Material Contracts
Schedule 4.9 - Assignment Exceptions
Schedule 4.10 - Permitted Liens and Equipment List
Schedule 4.12 - Tax Matters and Entity Classification
Schedule 4.13 - Proceedings
Schedule 4.14 - Benefit Plans
Schedule 4.15 - Changes and Events
Schedule 4.16(b) - Licenses and Permits
Schedule 4.17(a) - Employees and Independent Contractors
Schedule 4.17(d) - Unemployment Insurance Account and Experience Rate
Schedule 4.18 - Transactions with Affiliates
Schedule 4.19 - Brokers and Finders
Schedule 4.20 - Undisclosed Liabilities
Schedule 4.21(d) - Tanks, Storage Areas, Wells, and Septic Systems
Schedule 4.21(e) - Environmental Reports
Schedule 4.22 - Insurance Policies and Claims
Schedule 4.23 - Customers and Suppliers
Exhibit A - Legal Description of Real Estate
Exhibit B - Assignment and Bill of Sale
Exhibit C - Assignment and Assumption Agreement
Exhibit D - Land Contract
Exhibit E - Residence Lease
Exhibit F - Guaranty

EXHIBIT A

LEGAL DESCRIPTION

Tax Parcel Number: _____

EXHIBIT B

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Bill of Sale") is made and delivered as of [_____], 20___, by _____, a Wisconsin _____ ("Seller"), to _____, a _____ ("Buyer").

This Bill of Sale is delivered pursuant to the Asset and Real Estate Purchase Agreement dated [_____], 20___, among Seller, _____, Buyer, and _____ (the "Purchase Agreement"). Capitalized terms used and not defined herein have the meanings given to them in the Purchase Agreement.

Section 1 Conveyance. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Acquired Assets, free and clear of all Liens other than Permitted Liens, TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever.

Section 2 Excluded Assets. The Acquired Assets conveyed hereby do not include the Excluded Assets, which are retained by Seller.

Section 3 Warranty of Title. Seller warrants to Buyer that Seller has good, valid, and marketable title to the Acquired Assets, free and clear of all Liens other than Permitted Liens, and that Seller has full right, power, and authority to sell and convey the Acquired Assets to Buyer. Seller shall defend the title so conveyed against the lawful claims of all Persons claiming by, through, or under Seller.

Section 4 Titled Property. Seller has delivered to Buyer, concurrently herewith, duly endorsed certificates of title, together with all applicable transfer forms and odometer statements, for each vehicle, trailer, and other titled item of equipment included in the Acquired Assets.

Section 5 Cash and Receivables. Concurrently with the delivery of this Bill of Sale, Seller has transferred to Buyer, by wire transfer of immediately available funds, all Cash, and has delivered a reconciliation of all depository accounts of Seller as of the date hereof, together with a schedule of all Accounts Receivable. Seller hereby assigns to Buyer all Accounts Receivable and all rights of collection with respect thereto, and authorizes Buyer to endorse and collect in Seller's name any check, draft, or other instrument payable to Seller in respect of any Acquired Asset.

Section 6 Power of Attorney. Seller hereby irrevocably appoints Buyer, and its successors and assigns, as Seller's true and lawful attorney in fact, with full power of substitution, to demand and receive any Acquired Asset, to give receipts and releases for the same, to institute and prosecute in Seller's name any proceeding that Buyer deems necessary to collect, assert, or enforce any right in or to any Acquired Asset, and to endorse Seller's name upon any instrument payable to Seller in respect of any Acquired Asset. This power is coupled with an interest and is irrevocable.

Section 7 No Assumption of Liabilities. Nothing in this Bill of Sale shall be construed as an assumption by Buyer of any Liability of Seller. Buyer assumes only the Assumed Liabilities, and does so solely pursuant to the Assignment and Assumption Agreement of even date.

Section 8 Further Assurances. Seller shall, at Buyer's request and without further consideration, execute and deliver such further instruments of conveyance, assignment, and transfer, and take such other action, as Buyer may reasonably require in order to vest in Buyer good and marketable title to the Acquired Assets and to put Buyer in actual possession and operating control thereof.

Section 9 Purchase Agreement Controls. This Bill of Sale is subject in all respects to the terms of the Purchase Agreement, including the representations, warranties, covenants, and indemnification provisions thereof, all of which survive the delivery of this Bill of Sale in accordance with their terms. Nothing in this Bill of Sale shall be deemed to expand, limit, modify, or supersede any provision of the Purchase Agreement, and in the event of any conflict the Purchase Agreement shall control.

Section 10 Governing Law; Counterparts. This Bill of Sale shall be governed by the laws of the State of Wisconsin, without regard to its conflict of laws principles, and may be executed in counterparts, including by electronically transmitted signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, Seller has executed and delivered this Assignment and Bill of Sale as of the date first written above.

SELLER:

_____

By: _____
Title: _____

ACCEPTED BY BUYER:

_____

By: _____
Title: _____

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of [_____], 20____, by and between _____, a Wisconsin _____ ("Seller"), and _____, a Wisconsin _____ ("Buyer").

This Assignment is delivered pursuant to the Asset and Real Estate Purchase Agreement dated [_____], 20___, among Seller, _____, Buyer, and _____ (the "Purchase Agreement"). Capitalized terms used and not defined herein have the meanings given to them in the Purchase Agreement.

Section 1 Assignment. Seller hereby assigns, transfers, and conveys to Buyer all of Seller's right, title, and interest in, to, and under the Assumed Contracts, together with all Customer Deposits relating thereto, all of which Customer Deposits have been transferred to Buyer concurrently herewith.

Section 2 Assumption. Buyer hereby assumes and agrees to pay, perform, and discharge when due the Assumed Liabilities, and only the Assumed Liabilities.

Section 3 No Other Liabilities Assumed. Notwithstanding anything to the contrary herein, Buyer does not assume and shall not be responsible for any Excluded Liability or for any other Liability of Seller of any kind or nature whatsoever, whether known or unknown, fixed or contingent, liquidated or unliquidated. Without limiting the foregoing, Buyer does not assume any Liability arising out of or relating to (a) any breach of or default under any Assumed Contract occurring on or before the date hereof, (b) any obligation under any Assumed Contract required to be performed on or before the date hereof, (c) any trade account payable that is overdue or outside payment terms as of the date hereof or that exceeds the aggregate amount stated on the applicable Schedule to the Purchase Agreement, or (d) any Assumed Contract as to which a required third party consent has not been obtained.

Section 4 Non-Assignable Contracts. To the extent any Assumed Contract is not assignable without the consent of a third party and such consent has not been obtained as of the date hereof, this Assignment shall not constitute an assignment of that contract, and the parties shall proceed in accordance with the Purchase Agreement. Buyer shall have no obligation with respect to any such contract until the required consent is obtained.

Section 5 Further Assurances. Each party shall, at the other's request and without further consideration, execute and deliver such further instruments and take such other action as may reasonably be required to effect the assignment and assumption contemplated hereby.

Section 6 Purchase Agreement Controls. This Assignment is subject in all respects to the terms of the Purchase Agreement, including the representations, warranties, covenants, and indemnification provisions thereof, all of which survive the delivery of this Assignment in accordance with their terms. Nothing in this Assignment shall be deemed to expand, limit, modify, or supersede any provision of the Purchase Agreement, and in the event of any conflict the Purchase Agreement shall control.

Section 7 Governing Law; Counterparts. This Assignment shall be governed by the laws of the State of Wisconsin, without regard to its conflict of laws principles, and may be executed in counterparts, including by electronically transmitted signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first written above.

_____

By: _____
Title: _____

_____

By: _____
Title: _____

EXHIBIT D

LAND CONTRACT

[See attached]

EXHIBIT E

RESIDENCE LEASE

EXHIBIT F

GUARANTY

THIS GUARANTY (this "Guaranty") is made and delivered as of [_____], 20___, by _____, an individual residing at _____ ("Guarantor"), for the benefit of _____, a Wisconsin _____, and _____ and _____ (collectively, "Beneficiaries").

RECITALS. _____ and _____ (collectively, "Obligors") are parties to that certain Asset and Real Estate Purchase Agreement dated [_____], 20___, among Beneficiaries and Obligors (the "Purchase Agreement"), and to the Land Contract and other Ancillary Agreements described therein. Guarantor is the sole member of each Obligor and will derive substantial direct and indirect benefit from the transactions described in the Purchase Agreement. Beneficiaries would not consummate those transactions without this Guaranty. Capitalized terms used and not defined herein have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and to induce Beneficiaries to consummate the transactions described in the Purchase Agreement, Guarantor agrees as follows:

Section 1 Guaranty. Guarantor absolutely, unconditionally, and irrevocably guarantees to Beneficiaries the full and prompt payment and performance when due of all obligations of each Obligor under the Purchase Agreement, the Land Contract, the Residence Lease, and each other Ancillary Agreement, together with all interest, late charges, costs of collection, and reasonable attorneys' fees (collectively, the "Guaranteed Obligations"). The liability of Guarantor hereunder is unlimited in amount and is not subject to any cap.

Section 2 Nature of Obligations. This is a guaranty of payment and performance and not of collection. Guarantor's liability hereunder is primary, direct, and independent of the liability of each Obligor. Beneficiaries may proceed directly against Guarantor without first pursuing any Obligor, without first exhausting any collateral or other security, and without first pursuing any other guarantor or Person. This Guaranty is a continuing guaranty and shall remain in full force and effect until the Guaranteed Obligations have been fully paid and performed.

Section 3 Waivers. Guarantor waives (a) presentment, demand for payment, protest, notice of dishonor, notice of default, notice of acceleration, and notice of acceptance of this Guaranty; (b) any requirement that Beneficiaries give notice of, or obtain Guarantor's consent to, any renewal, extension, modification, amendment, waiver, or forbearance with respect to any Guaranteed Obligation, and Guarantor agrees that no such action shall release or reduce Guarantor's liability hereunder; (c) any defense arising from the release, substitution, impairment, or loss of any collateral, or from any failure to perfect any security interest, or from any election of remedies by Beneficiaries; (d) any defense based on the incapacity, dissolution, insolvency, bankruptcy, or reorganization of any Obligor, or on the unenforceability of any Guaranteed Obligation against any Obligor for any reason other than payment or performance in full; (e) any requirement of marshalling of assets; and (f) all suretyship defenses generally.

Section 4 Preservation of Obligor Defenses as to Amount. Notwithstanding the waivers set forth in the preceding Section, and as a material term of this Guaranty, Guarantor does not

waive, and expressly reserves, the right to assert (a) payment or performance of the Guaranteed Obligations, (b) any right of setoff, recoupment, abatement, or counterclaim available to any Obligor or Article 8 of the Purchase Agreement, and (c) any defense that the amount claimed is not in fact due under the terms of the applicable Transaction Agreement. Guarantor's liability hereunder shall be reduced by the amount of any such setoff properly exercised by any Obligor.

Section 5 Subrogation Subordinated. Until the Guaranteed Obligations have been paid and performed in full, Guarantor shall not exercise any right of subrogation, contribution, reimbursement, or indemnity against any Obligor arising out of any payment made hereunder, and any such claim of Guarantor against any Obligor is subordinated to the rights of Beneficiaries.

Section 6 Reinstatement. If any payment applied to the Guaranteed Obligations is later set aside, recovered, rescinded, or required to be returned in connection with the insolvency, bankruptcy, or reorganization of any Obligor or otherwise, the Guaranteed Obligations to which such payment was applied shall be deemed not to have been paid, and this Guaranty shall be reinstated as to such amount notwithstanding any prior release or termination.

Section 7 Representations of Guarantor. Guarantor represents and warrants that (a) Guarantor is not married as of the date hereof, and no spousal consent, marital property agreement, or acknowledgment under Wis. Stat. ch. 766 is required in connection with this Guaranty; (b) Guarantor is the sole member of each Obligor; (c) Guarantor has full legal capacity and authority to execute and deliver this Guaranty, which constitutes Guarantor's legal, valid, and binding obligation; (d) the execution and delivery of this Guaranty do not violate any agreement or Governmental Order binding on Guarantor; and (e) Guarantor is solvent and has had a full opportunity to review the Purchase Agreement and the other Transaction Agreements and to consult counsel of Guarantor's own choosing.

Section 8 No Reliance on Financial Information. Guarantor assumes full responsibility for keeping informed of the financial condition of each Obligor and of all other circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Beneficiaries have no duty to disclose any information to Guarantor.

Section 9 Costs of Enforcement. Guarantor shall pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Beneficiaries in enforcing this Guaranty, provided that Guarantor shall be entitled to recover its reasonable costs and attorneys' fees if Guarantor is the prevailing party in any such action.

Section 10 Successors; Assignment. This Guaranty binds Guarantor and Guarantor's heirs, personal representatives, and successors, and inures to the benefit of Beneficiaries and their respective heirs, personal representatives, successors, and assigns. Guarantor may not assign or delegate any obligation hereunder.

Section 11 Notices. Notices hereunder shall be given in the manner and at the addresses provided in the Purchase Agreement.

Section 12 Governing Law; Venue; Jury Waiver. This Guaranty shall be governed by the laws of the State of Wisconsin, without regard to its conflict of laws principles. Guarantor irrevocably submits to the exclusive jurisdiction and venue of the Circuit Court for _____ County, Wisconsin, and the United States District Court for the _____

District of Wisconsin. GUARANTOR AND BENEFICIARIES IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY.

Section 13 Miscellaneous. This Guaranty may be amended or waived only by a written instrument signed by Guarantor and Beneficiaries. If any provision hereof is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. This Guaranty may be executed and delivered in original or electronically transmitted form. Captions are for convenience only.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date first written above.

GUARANTOR:

_____
_____, individually

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") dated _____ ___, 20____, is entered into by and between _____ ("Buyer"), and _____, a Wisconsin _____ ("Seller"). Buyer and Seller may each be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Seller is engaged in the business of operating a _____ under the letter and style of "_____" located at _____, _____, Wisconsin _____ (the "Business");

WHEREAS, Seller desires to sell and convey to Buyer, and Buyer desires to buy and acquire from Seller, substantially all of Seller's right, title, and interest in the equipment, inventory, goodwill, tradenames, and other assets of the Business as set forth below, and upon the terms and conditions set forth in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants, conditions, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions set forth herein, Seller shall sell, transfer, and assign to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to the Business Assets (as defined in Section 3(c) below), free and clear of any and all charges, mortgages, pledges, liens, security interests, or other encumbrances (each, an "Encumbrance"), excluding the Excluded Assets (as defined in Section 3(d) below).

2. Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated herein (the "Closing") shall take place either in person and/or electronically on _____ ____, 20____, or at such other time, date, or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing occurs is hereinafter referred to as the "Closing Date" and the Closing shall be effective as of 12:01 a.m. on the Closing Date.

3. Consideration.

(a) Purchase Price. The base purchase price for the Business Assets shall be _____ Dollars ($_____) (the "Purchase Price"), payable by delivery of a Promissory Note and related documents of collateral executed by Buyer for the benefit of Seller in the form attached hereto as Exhibit A, which is incorporated herein by reference and made a material part hereof (the "Note" and the "Related Documents").

(b) Purchase Price Allocation. The Parties agree that the Purchase Price shall be allocated as follows:

Furniture, Fixtures & Equipment	$_____
Goodwill	$_____
TOTAL	**$_____**

(c) Purchased Assets. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell and convey to Buyer, free and clear of all Encumbrances, all right, title, and interest in certain assets of Seller and Seller's Business as identified and set forth on the attached Exhibit B, which is incorporated herein by reference and made a material part hereof (the "Business Assets") and which shall materially consist of the following:

i. Seller's equipment, furniture, furnishings, signs, computers, supplies, and other tangible personal property held and used in the ordinary course of the Business (the "Equipment"), which Equipment is identified on Schedule 1 of Exhibit B, attached hereto.

ii. All inventory, supplies, stock-in-trade, and similar property of the Business (the "Inventory"), which Inventory is identified on Schedule 2 of Exhibit B, attached hereto.

iii. Miscellaneous assets used in the operation of the Business consisting of the "_____" tradename, and all similar tradenames used by the Business, all telephone numbers, fax numbers, email addresses, domain names, websites, social media accounts, customer lists and databases, vendor and supplier lists, letterhead, and logos used in the ordinary course of the Business operations and all goodwill attributable to Seller and the Business (the "Miscellaneous Assets").

(d) Excluded Assets. Notwithstanding any other provision of this Agreement to the contrary, Buyer shall not acquire, and the Business Assets shall not include, any and all other assets of the Seller (collectively, the "Excluded Assets"), including, without limitation:

i. All insurance policies issued to Seller and those claiming under Seller, and all rights and benefits to applicable claims and proceeds thereunder.

ii. All tax assets, including refunds and prepayments, of Seller.

iii. All securities, cash, and deposits of Seller as of the Closing Date.

iv. All personal property belonging to Seller not otherwise identified as a Business Asset and/or set forth on Exhibit B and specifically including, without limitation, all: _____

v. All accounts receivable and work in process as of the Closing Date, including unbilled receivables.

vi. All employee personal belongings.

vii. All rights or benefits associated with corporate or other business credit cards of Seller.

viii. All original employee-related or employee benefit related files or records, other than copies of employee personnel files for employees retained by Buyer following the Closing Date.

ix. All corporate seals, organizational documents, minute books, stock books, tax returns, books of account, or other records having to do with the corporate organization of Seller and any other books and records which Seller may be required to retain under applicable law.

x. All books, business records, and financial records for the Business preceding the Closing Date.

xi. All rights and benefits to any of, or stemming from, the Excluded Assets.

xii. All rights which have accrued or will accrue to Seller under this Agreement or any other documents or agreements relating thereto.

(e) Inventory Value. The Closing of the sale of Seller's Business Assets to Buyer, pursuant to this Agreement, shall be contingent upon Seller transferring Inventory to Buyer, at Closing with a wholesale valuation of up to $5,000.00 (the "Maximum Inventory Value"). Buyer and Seller shall, within forty-eight (48) hours of Closing, meet to view and value the Inventory. Seller shall provide Buyer, upon request, proof of the wholesale purchase price for all items of inventory valued. In the event that the Inventory to be transferred to Buyer pursuant to this Agreement exceeds the Maximum Inventory Value, Buyer shall pay to Seller a dollar-for-dollar reimbursement for all amounts over and above the Maximum Inventory Value.

4. Seller's Closing Deliverables. At or before Closing, Seller shall execute and/or deliver to Buyer all of the following, which shall be in a form and content reasonably satisfactory to Buyer and Buyer's counsel:

(a) A duly executed Bill of Sale for all of the Business Assets conveying the same to Buyer free and clear of all Encumbrances of any kind or nature whatsoever;

(b) A duly executed Consent Resolution by the shareholders of Seller authorizing Seller's execution of this Agreement and the consummation by Seller of the transactions contemplated in this Agreement;

(c) A duly executed Assignment and Assumption Agreement providing for the transfer of and assignment to Buyer of certain intangible assets of the Business;

(d) A duly executed Commercial Lease Agreement with Option to Purchase signed by Seller's affiliated entity, _____, for Buyer's lease of the commercial real estate located at _____, _____, Wisconsin _____, in the form attached hereto as Exhibit C, which is incorporated herein by reference and made a material part hereof (the "Lease");

(e) A duly executed Consent Resolution by the members of _____ authorizing _____'s execution of the Commercial Lease Agreement with Option to Purchase;

(f) A duly executed Non-Competition Agreement executed by Seller and its Shareholder in the form attached hereto as Exhibit D, which is incorporated herein by reference and made a material part hereof (the "Non-Compete");

(g) A Tax clearance or similar certificate from each state where Seller files any tax return or pays any tax, stating that all taxes have been paid and that Seller does not owe any delinquent taxes. In the event that Seller cannot procure a tax clearance certificate on or before Closing, the parties agree to escrow, at Closing, [•]% of the amount of Seller's most recently filed state sales tax receipt; and

(h) Any other documents that may be reasonably required to effectuate the terms and conditions of this Agreement.

5. Buyer's Closing Deliverables. At or before Closing, Buyer shall execute and/or deliver to Seller all of the following, which shall be in a form and content reasonably satisfactory to Seller and Seller's counsel:

(a) A duly executed Note and all additional security interests referenced therein, including without limitation, a General Business Security Agreement, Mortgage, and Personal Guaranty;

(b) A duly executed Assignment and Assumption Agreement providing for the transfer and assignment to Buyer of certain intangible assets;

(c) A duly executed Commercial Lease Agreement with Option to Purchase signed by Buyer and/or any affiliated entity created by Buyer, for Buyer's lease of the commercial real estate located at _____, _____, Wisconsin _____ in the form attached hereto as Exhibit C, which is incorporated herein by reference and made a material part hereof (the "Lease");

(d) A duly executed Consent Resolution by the members of Buyer authorizing Buyer's execution of this Agreement and the consummation by Buyer of the transactions contemplated in this Agreement; and [eliminate if no Buyer entity]

(e) Any other documents that may be reasonably required to effectuate the terms and conditions of this Agreement.

6. Cooperation After Closing. After Closing, each Party shall, from time to time, execute and deliver such documents or instruments of conveyance and transfer and take such other actions as the other Party shall reasonably request so as to more effectively convey the Business Assets to Buyer on the terms and conditions set forth herein and/or to enable Buyer to more effectively manage and operate the Business.

7. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows as of the Closing Date:

(a) Incorporation. Seller is a Wisconsin corporation duly registered and presently in good standing with the Wisconsin Department of Financial Institutions.

(b) Power and Authority. Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Seller, and assuming execution and delivery by Buyer, constitutes Seller's legal, valid and binding obligation enforceable against it in accordance with its terms.

(c) Sale Authorized. The sale of the Business Assets has been duly authorized by Seller, and Seller is the sole record and beneficial owner of the Business Assets, free and clear of all Encumbrances. Upon consummation of the transactions contemplated by this Agreement, Buyer shall own the Business Assets free and clear of all Encumbrances, except those Encumbrances specifically contemplated and granted in this Agreement.

(d) Operation of Business. To Seller's actual knowledge, the operation and ownership of the Business, at any time during the period ending on the Closing Date, have not resulted and will not result in the violation or breach of any laws, judgment, or any contract or agreement to which Seller is a party, by which Seller is bound, or to which the Business is subject.

(e) Title to Purchased Assets. As of the Closing Date, Seller owns, and will convey to Buyer, good and marketable title to all of the Business Assets, free and clear of any Encumbrances of any nature whatsoever, whether or not of public record.

(f) No Litigation. To Seller's actual knowledge, there is no litigation, arbitration, governmental or third-party investigation, proceeding, citation, or action of any kind, pending, proposed or threatened, against or relating to any of the Business Assets, the Business, or any of the transactions contemplated by this Agreement, nor, to Seller's actual knowledge, is there any basis for any such action.

(g) Limitations on Representations and Warranties. Other than those representations and warranties specifically set forth in this Agreement, Seller is selling and conveying the Business Assets to Buyer in "AS-IS, WHERE-IS" condition. Seller does not make any express or implied representations or warranties of any kind, including, without limitation, (i)

representations or warranties of title; (ii) representations or warranties as to the value, condition, merchantability, or fitness for a particular purpose of the Business Assets; (iii) representations or warranties as to the income derived, or potentially to be derived, from the Business Assets; (iv) representations or warranties as to the expenses incurred, or potentially to be incurred, in connection with the Business Assets; and (v) representations or warranties with respect to the compliance of the Business Assets with any laws, rules, or regulations applicable to the Business Assets.

(h) Disclosure. To Seller's actual knowledge, all documents and written information delivered to Buyer or made available for Buyer's inspection, including, without limitation, the financial information and records, are true, correct, and complete in all material respects and present an accurate and complete disclosure of the condition, including financial condition, of Seller, the Business Assets, and the Business.

(i) Trade Name. Seller owns the entire right, title, and interest in and to the tradename of "_____" and, to Seller's actual knowledge, there are no claims, demands, or proceedings instituted, pending, or threatened by any third party pertaining to or challenging Seller's right to use any such tradename, subject to existing copyright or trademark statutes and/or regulations. Seller acknowledges and agrees that Buyer shall have the sole right to the exclusive use of said tradename upon Closing.

(j) Taxes. To Seller's actual knowledge, Seller has timely filed all federal, state, and local income tax, franchise tax, sales tax, withholding tax, unemployment tax, and all other tax returns and reports of every kind and nature whatsoever which are required by any laws to have been filed. To Seller's actual knowledge, Seller has paid all taxes, assessments, fees, penalties, and other governmental charges that have become due pursuant to said returns or otherwise have become due based upon facts occurring prior to the Closing. To Seller's actual knowledge, Seller is not a party to any action or proceeding pending or threatened by any governmental authority for assessment or collection of taxes, no unresolved claim for assessment or collection of such taxes has been asserted against Seller and no audit or investigation is underway by any governmental authority relating to Seller or the Business. Any sales or use tax payable by reason of the sale of the Business Assets or the operation of the Business prior to the date of Closing shall be paid by Seller and such payment shall not be construed to be a part of the Purchase Price.

(k) No Commission Due from or Payable by Seller. No broker, finder, or investment banker is entitled to any brokerage, finders, or other fee or commission in connection with the transactions contemplated by this Agreement on behalf of Seller.

(l) Noncompetition and Consultation. During the term of this Agreement (and barring any default thereunder by Buyer), neither Seller nor Seller's sole shareholder, _____, shall engage in any business enterprise that is in direct competition with Buyer and the Business, subject to the terms and conditions of that certain Noncompetition Agreement attached hereto as Exhibit D and made a material part hereof. During normal hours of operation of the Business, Seller's sole shareholder, _____, shall make himself/herself reasonably available to Buyer to consult and assist with the Buyer's transition of the Business operations on

an as-requested and as-needed basis, and in no event greater than six (6) hours per month, unless otherwise mutually agreed to by the Parties. _____ shall be compensated by Buyer at the rate of $_____ per hour for all time expended pursuant to this consulting arrangement.

8. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows as of the Closing Date:

(a) Power and Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer, and assuming execution and delivery by Seller, constitutes Buyer's legal, valid and binding obligation enforceable against it in accordance with its terms.

(b) Intent. Buyer is acquiring the Business Assets solely for her own account for investment purposes and not with the intention of, a view toward, or for offer or sale in connection with, any distribution thereof.

(c) Due Diligence. As a current employee of the Business, Buyer has sufficient knowledge and experience to adequately evaluate the purchase of the Business Assets, and Buyer acknowledges that Buyer has been provided an adequate period of time within which to conduct a due diligence investigation into the purchase of the Business Assets.

(d) Disclosure. To Buyer's actual knowledge, no representation or warranty by Buyer in this Agreement and no statement contained in any certificate, exhibit, or other writing furnished to Seller by Buyer pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein misleading.

(e) No Litigation. To Buyer's actual knowledge, there are no material actions, suits or proceedings pending against Buyer or threatened against or affecting the consummation of the transactions contemplated by this Agreement, at law or in equity, or before or by any governmental authority, instrumentality, or arbitrator of any kind and, to Buyer's knowledge, there is no valid basis for any such action, proceeding or investigation.

(f) No Commission Due from or Payable by Buyer. No broker, finder or investment banker is entitled to any brokerage, finders, or other fee or commission in connection with the transactions contemplated by this Agreement on behalf of Buyer.

9. Confidentiality. The Parties acknowledge that the existence of, and certain non-sensitive information about, the Business and the transaction contemplated herein has been revealed to Buyer, Buyer's agents, and other third parties. Notwithstanding the foregoing, and unless otherwise required by applicable law, neither Party nor any third party affiliated or related to a Party shall disclose any financial information or other proprietary, confidential, or sensitive information in any way related to the Business or the transactions contemplated herein, except if such information was already known to the public through no act or omission of the disclosing Party. This covenant of confidentiality is not intended to preclude the Parties from discussing their

respective individual information relating to this Agreement with legal, tax or financial advisors, provided such advisors are under the same or similar obligations of confidentiality. The Parties understand and agree that a breach, or threatened breach, of this confidentiality obligation may be materially detrimental to the other Party for which monetary damages may not be a sufficient remedy and, as such, each Party is entitled to seek equitable relief in addition to all other remedies available by law. Any breach of this confidentiality obligation by a third party affiliated or related to a Party shall be deemed a breach by that Party, and the non-breaching Party shall have the right to seek remedies against both the breaching Party and the third party.

10. Indemnification.

(a) Mutual. Each Party (the "Indemnifying Party") shall defend, indemnify and hold the other Party, and their spouse, heirs, beneficiaries, personal representatives, and assigns (collectively, the "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") which the Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with any breach or inaccuracy of any of the representations or warranties made by the Indemnifying Party in this Agreement, or any failure by the Indemnifying Party to carry out, perform, satisfy or discharge any of the Indemnifying Party's covenants, agreements or undertakings under this Agreement or any document delivered by the Indemnifying Party pursuant to this Agreement.

(b) Seller's Indemnification of Buyer. Seller shall defend, indemnify and hold the Buyer Released Parties (defined below) harmless from and against any and all Losses incurred or sustained by, or imposed upon, the Buyer Released Parties based upon, arising out of, or with respect to Seller's use and operation of, or any Seller-created entity's use and operation of, the Business and/or the Business Assets prior to the Closing Date. Notwithstanding the foregoing, in no event shall Seller be obligated to indemnify the Buyer Released Parties for any Losses which are materially attributable to the Buyer's gross negligence or willful misconduct.

(c) Buyer's Indemnification of Seller. Buyer shall defend, indemnify and hold the Seller Released Parties (defined below) harmless from and against any and all Losses incurred or sustained by, or imposed upon, the Seller Released Parties based upon, arising out of, or with respect to Buyer's use and operation of, or any Buyer-created entity's use and operation of, the Business and/or the Business Assets following the Closing Date. Notwithstanding the foregoing, in no event shall Buyer be obligated to indemnify the Seller Released Parties for any Losses which are materially attributable to the Seller's gross negligence or willful misconduct.

(d) Security. Buyer's obligations hereunder shall be secured by the General Business Security Agreement, Mortgage, and Personal Guaranty which secure the Note, all as set forth in the Note and attached as addenda thereto.

11. Release by Seller. IN CONSIDERATION OF THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, SELLER, FOR ITSELF AND FOR THOSE WHO CLAIM BY OR THROUGH IT, INCLUDING ITS SHAREHOLDERS, DIRECTORS,

OFFICERS, EMPLOYEES, INSURERS, SUCCESSORS, AND ASSIGNS, HEREBY FOREVER AND UNCONDITIONALLY RELEASE AND DISCHARGE, AND COVENANT NOT TO SUE, BUYER, AND THOSE WHO CLAIM BY OR THROUGH HER, INCLUDING HER SPOUSE, HEIRS, BENEFICIARIES, PERSONAL REPRESENTATIVES AND ASSIGNS, (THE "BUYER RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LAWSUITS, DAMAGES, LIABILITIES AND LOSSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, OR ACCRUED OR UNACCRUED, THAT SELLER MAY HAVE AGAINST THE BUYER RELEASED PARTIES; EXCEPT FOR A BREACH OF THIS AGREEMENT AND CLAIMS THAT CANNOT BE RELEASED BY PRIVATE AGREEMENT UNDER APPLICABLE LAW. SELLER FULLY UNDERSTANDS AND ACKNOWLEDGES THAT IT IS WAIVING CERTAIN RIGHTS INCLUDING THE RIGHT TO SUE, AND SELLER KNOWINGLY WAIVES THOSE RIGHTS, SUBJECT TO THE PROVISIONS OF APPLICABLE LAW.

12. Release by Buyer. IN CONSIDERATION OF THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, BUYER, FOR HERSELF AND FOR THOSE WHO CLAIM BY OR THROUGH HER, INCLUDING HER SPOUSE, HEIRS, BENEFICIARIES, PERSONAL REPRESENTATIVES AND ASSIGNS, HEREBY FOREVER AND UNCONDITIONALLY RELEASE AND DISCHARGE, AND COVENANT NOT TO SUE, SELLER, AND THOSE WHO CLAIM BY OR THROUGH IT, INCLUDING ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, INSURERS, SUCCESSORS, AND ASSIGNS (THE "SELLER RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LAWSUITS, DAMAGES, LIABILITIES AND LOSSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, OR ACCRUED OR UNACCRUED, THAT BUYER MAY HAVE AGAINST THE SELLER RELEASED PARTIES; EXCEPT FOR A BREACH OF THIS AGREEMENT AND CLAIMS THAT CANNOT BE RELEASED BY PRIVATE AGREEMENT UNDER APPLICABLE LAW. BUYER FULLY UNDERSTANDS AND ACKNOWLEDGES THAT SHE IS WAIVING CERTAIN RIGHTS INCLUDING THE RIGHT TO SUE, AND BUYER KNOWINGLY WAIVES THOSE RIGHTS, SUBJECT TO THE PROVISIONS OF APPLICABLE LAW.

13. Other Provisions.

(a) Post-Closing Rights of Seller's Shareholder. Following the Closing of the transactions contemplated in this Agreement, Seller's shareholder, _____, shall have the following rights:

i. to _____;

ii. to _____; and

iii. to _____.

(b) Survival. All representations, warranties, covenants, and agreements set forth in this Agreement shall survive the Closing Date.

(c) Expenses. All costs and expenses incurred in connection with the preparation, negotiation, and execution of this Agreement and the transactions contemplated herein shall be paid solely by the Party incurring such cost or expense.

(d) Notices. All notices and other communications required herein shall be made in writing and shall be deemed delivered (i) when delivered by hand (written receipt required); (ii) when received by the addressee if sent via a nationally recognized overnight carrier (return receipt requested); (iii) on the date sent by email (confirmation of transmission required) if sent before 5:00 p.m. central time, or the next day if sent after 5:00 p.m. central time; or (iv) on the third day if mailed by certified mail (return receipt requested, postage prepaid). Such notices and communications shall be sent to the address set forth below, which may be updated from time to time in writing:

i. If to Seller:

With a copy to:

ii. If to Buyer:

With a copy to:

(e) Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties any rights or remedies under or by reason of this Agreement.

(g) Amendments; Severability. This Agreement may only be amended, modified, or supplemented by a subsequent agreement in writing, signed by each Party hereto. If any term(s) or provision(s) of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term(s) or provision(s) of this Agreement. Upon a determination that any term(s) or provision(s) of this Agreement is/are invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify the Agreement so as to effectuate the original spirit and intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein be consummated as originally contemplated to the greatest extent possible.

(h) No Assignment. No Party shall assign any of its rights or obligations under this Agreement to any other third party without the prior written permission of the other Party.

(i) Governing Law. This Agreement shall be governed and construed in its interpretation and application in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule.

(j) Jurisdiction. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated herein shall be initiated in the circuit court for _____ County, State of Wisconsin. By entering into this Agreement, each Party irrevocably submits to the exclusive jurisdiction of said court in any such suit, action, or proceeding.

(k) Legal Representation; No Presumption. Seller has been represented by Attorney _____ of _____ in connection with the preparation, drafting, and negotiation of this Agreement. Buyer has been represented by Attorney _____ of _____ in connection with the preparation, drafting, and negotiation of this Agreement. Accordingly, should any provision of this Agreement require additional judicial interpretation, it is agreed by the Parties that any court of competent jurisdiction interpreting or construing the same shall not apply a presumption that any of the terms of this Agreement shall be more strictly construed against the drafting party, it being expressly understood that each Party has had full opportunity to seek the independent advice of competent legal counsel and that each Party has participated equally in the preparation, drafting, and negotiation of this Agreement.

(l) Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same force and legal effect as delivery of an original, ink signed copy of this Agreement.

(m) Entire Agreement; Merger. This Agreement and the documents delivered pursuant to this Agreement together constitute the entire agreement between the Parties relating to the subject matter hereof and shall merge and supersede any and all other prior written or oral agreements and understandings between the Parties.

[*Signatures follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Closing Date.

SELLER:

_____

By: _____
Title: _____

BUYER:

_____

By: _____
Title: _____

EXHIBIT A
Promissory Note

$_____ **_____ ___, 20___**

FOR VALUE RECEIVED, _____, an adult resident of the State of Wisconsin, and [insert Buyer entity?] (collectively the "Maker") promises to pay to the order of _____, a Wisconsin _____ (the "Lender"), the aggregate principal sum of _____ Dollars ($_____) pursuant to the terms of this promissory note (the "Note"). This Note is being made and delivered pursuant to that certain Asset Purchase Agreement entered into between Maker and Lender dated _____ __, 20____ (the "APA"), for the sale by Lender to Maker of substantially all of the equipment, inventory, goodwill, tradenames, and other business assets of Lender (the "Business Assets"). Maker acknowledges and agrees that this Note is an obligation incurred in the interest of the marriage and family.

1. Interest Rate. The outstanding balance of indebtedness evidenced by this Note shall bear interest at a fixed rate per annum of _____%, compounded monthly, based on a 365-day calendar year.

2. Payments. Commencing on _____ __, 20___, Maker shall pay to Lender a total of _____ (__) equal monthly installment payments of principal and interest each in the amount of _____ Dollars ($_____) according to the amortization schedule set forth on Addendum A to this Note, and the final payment shall be made on or before _____ ___, 20____. This Note may be prepaid only upon prior written consent of Lender. All payments received by Lender under this Note shall first be applied to accrued interest and then to the reduction of the principal balance.

3. Events of Default. An "Event of Default" shall mean:

a. Maker fails to make any payment within ten (10) days of when due;

b. Maker makes a general assignment for the benefit of creditors or to an agent authorized to liquidate Maker's assets;

c. Maker files a petition in any state or federal bankruptcy or to affect a plan or other arrangement with creditors;

d. Maker applies for or has a receiver, custodian, or trustee appointed for any of Maker's assets with or without consent;

e. Maker dies.

f. Maker sells, transfers, conveys, or otherwise disposes of substantially all of the Business Assets.

Upon an Event of Default and expiration of any applicable curative periods, the entire amount remaining under this Note, including any unpaid portion of the original principal balance and any accrued interest thereon, shall be automatically accelerated and shall be immediately due and payable. Any and all rights of Lender provided by this Note are in addition to any and all rights available to the Lender by law, which rights shall be cumulative and may be exercised simultaneously by Lender. No delay, omission, or failure on the part of Lender to exercise or enforce any of its rights or remedies, either granted under this Note or by law, shall constitute an estoppel or waiver of such rights or remedies, or any other rights or remedies.

4. Security Interest. Maker's payment and performance of this Note shall be secured by the following:

a. A blanket lien on the Business Assets pursuant to a General Business Security Agreement ("GBSA") in the form attached hereto as Addendum B to this Note, which GBSA is incorporated herein by reference and made a material part hereof;

b. A Mortgage on certain real estate owned by Maker in the form attached hereto as Addendum C to this Note, which Mortgage is incorporated herein by reference and made a material part hereof, subordinate only to the Mortgage held by Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Wisconsin Mortgage Corporation as of the date hereof;

c. A Personal Guaranty in the form attached hereto as Addendum D to this Note, which Personal Guaranty is incorporated herein by reference and made a material part hereof; and

d. A UCC Financing Statement in the form attached hereto as Addendum E to this Note, which UCC Financing Statement is incorporated herein by reference and made a material part hereof.

5. Miscellaneous.

a. If the interest rate or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount or charge permitted by applicable law, then the interest or charge shall be reduced automatically to the maximum amount permitted by law, and Lender shall credit any excess amount collected against the balance due or refund the amount to Maker, at Lender's sole option.

b. Lender may assign this Note without the consent of Maker. Maker shall not assign this Note or any obligations hereunder without the express written consent of Lender, which may be withheld in its sole discretion.

c. This Note benefits Lender, its heirs, successors and assigns, and binds Maker.

d. If any of the provisions of this Note are determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of the remaining provisions of this Note.

e. This Note may not be supplemented or modified except in writing and agreed to by both Maker and Lender.

f. The validity, construction and enforceability of this Note shall be governed by the laws of the State of Wisconsin, without regard to choice or conflict of law principles.

g. The provisions of this Note are several and the invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.

h. Time is of the essence as to the provisions of this Note.

[Signatures follow]

IN WITNESS WHEREOF, Maker has executed this Note as of the date set forth on the first page hereof.

_____

_____, individually

[insert Buyer entity?]

[End signatures]

ADDENDUM A TO PROMISSORY NOTE
Amortization Schedule

ADDENDUM B TO PROMISSORY NOTE
General Business Security Agreement

[*To be inserted.*]

ADDENDUM C TO PROMISSORY NOTE
Mortgage

[*To be inserted.*]

ADDENDUM D TO PROMISSORY NOTE
Personal Guaranty

[*To be inserted.*]

ADDENDUM E TO PROMISSORY NOTE
UCC Financing Statement

[*To be inserted.*]

EXHIBIT B
Business Asset Schedules

Schedule 1: Equipment

Schedule 2: Inventory

EXHIBIT C
Commercial Lease Agreement with Option to Purchase

[*To be inserted.*]

EXHIBIT D
Noncompetition Agreement

[*To be inserted.*]

BILL OF SALE

_____ ("Seller"), hereby conveys to _____ ("Buyer") for good and valuable consideration all of Seller's rights, title and interest in the following assets:

All Assets as set forth as being transferred under the Offer to Purchase Business Assets and Real Estate dated _____ ___, 20____ and attached hereto as Exhibit "A".

("Assets").

Seller hereby warrants and represents that Seller owns the property free and clear of all liens and encumbrances, that Seller has good right to sell the same and Seller will warrant and defend the same against the lawful claims and demands of all persons.

Dated this ___ day of _____, 20___.

SELLER:

_____

By: _____

_____

Title: _____

BRING DOWN CERTIFICATE

I, _____, and I, _____ (collectively, “Buyer”), hereby certify that:

1. The representations and warranties of the Buyer contained in the _____ dated _____ ___, 20____ (“Purchase Agreement”) between Buyer and _____ and _____ (collectively, “Seller”), relating to all of Seller’s stock in and to _____, are true and correct in all respects.

2. Each covenant and agreement contained in the Purchase Agreement to be complied with by the Buyer on or before the date hereof has been complied with in all material respects.

Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Bring Down Certificate as of _____ ___, 20____.

BUYER:

_____
_____

_____
_____

CLOSING STATEMENT
(Sale of _____ Non-Real Estate Assets)

Date of Closing: _____ ___, 20___

Seller: _____

Buyer: _____

SETTLEMENT STATEMENT	
Sale Price Business Assets:	$_____
Lump Sum:	$_____
Promissory Note:	($_____)
CASH TO SELLER AT TIME OF CLOSING	**$_____**

This Closing Statement is accepted as true and correct as of _____ ___, 20___, and represents complete compensation for the purchase of the assets set forth in the _____ dated _____ ___, 20___.

Buyer to make the following payment at Closing:

_____: $_____

BUYER:

_____
_____

SELLER:

_____
_____

CONFIDENTIALITY AND RESTRICTED USE AGREEMENT

THIS CONFIDENTIALITY AND RESTRICTED USE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20_____ by and among _____ ("Seller"), and _____ ("Buyer").

WITNESSETH:

WHEREAS, Seller owns information which is either non-public, confidential or proprietary in nature ("Confidential Information"), including information concerning Seller and its affiliates and subsidiaries, regardless of whether the Confidential Information constitutes a trade secret or proprietary information or is marked "confidential" or is treated by Seller as such; and

WHEREAS, Seller, subject to the terms and conditions of this Agreement, is willing to disclose Confidential Information to Buyer solely for Buyer's use in its consideration of a possible transaction with Seller regarding the sale of _____ (a "Transaction");

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Except as provided elsewhere herein, all information furnished to Buyer, its directors, officers, partners, employees, agents or representatives (collectively, "Buyer Representatives") by the directors, officers, partners, employees, agents or representatives of Seller and its affiliates and subsidiaries (collectively, "Seller Representatives") and that portion of work product prepared by Buyer Representatives containing any such furnished information, are understood to be Confidential Information.

2. For five (5) years from the date of this Agreement, Confidential Information will be kept confidential and will not, without the prior written consent of Seller, be disclosed by any Buyer Representatives in any manner whatsoever, in whole or in part, and will not be used by any Buyer Representative for any purpose other than for the consideration of a possible transaction with Seller. Buyer shall disclose Confidential Information only to those Buyer Representatives who have a need to know such Confidential Information for purposes of evaluating a possible transaction. All Buyer Representatives to whom Confidential Information is disclosed or who have access to Confidential Information shall be informed of the special nature of the Confidential Information and shall be required to maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement. Buyer is responsible for any breach of this Agreement by a Buyer Representative. Buyer will take all reasonable measures to restrain Buyer Representatives from unauthorized use or disclosure of any Confidential Information.

3. Buyer Representatives shall not disclose to any other person or entity that Confidential Information has been made available to Buyer without the prior written consent of Seller, except as required by law and then, only in accordance with Section 10 below.

4. In addition, without the prior written consent of Seller, Buyer will not, and will direct each Buyer Representative not to, disclose to any person or entity either the fact that discussions or negotiations are taking place concerning a possible Transaction or any terms, conditions or facts concerning the possible Transaction, including the status thereof.

5. Seller by virtue of furnishing the information or signing this agreement shall not be precluded from dealing with others who may be interested in acquiring certain of assets from Seller.

6. Confidential Information provided by Seller and Seller Representatives, and all copies thereof, will promptly be returned to Seller upon the completion of Buyer's analysis of the potential Transaction (unless such Transaction is completed; provided, that any such Confidential Information which is not sold or transferred to Buyer upon consummation of the Transaction will be promptly returned to Seller). Confidential Information and all copies thereof prepared by Buyer and Buyer Representatives will promptly be destroyed by Buyer upon the completion of Buyer's analysis of the potential Transaction (unless such Transaction is completed). Buyer shall thereupon certify to Seller as to the return of all Confidential Information provided by Seller and Seller Representatives and the destruction of all Confidential Information prepared by Buyer and Buyer Representatives that it formerly had in its possession; provided, Buyer shall not be required to return or destroy its corporate records, such as Board of Director's minutes.

7. This Agreement shall not apply to, and Confidential Information shall not include, any information which (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by Buyer or any Buyer Representative, (ii) becomes available to Buyer on a non-confidential basis from a source (other than Seller or one of Seller Representatives) which has represented to Buyer that such source is entitled to disclose it without restriction or condition, or (iii) was known by Buyer on a non-confidential basis prior to its disclosure by Seller, provided that such knowledge is documented, or (iv) was independently developed by Buyer, provided such development is documented.

8. Buyer acknowledges that neither Seller nor any Seller Representative makes any representation or warranty as to the accuracy or completeness of the Confidential Information, other than such Confidential Information is provided in good faith to facilitate the possible Transaction.

9. If Buyer or any Buyer Representative transmits Confidential Information pursuant to this Agreement becomes legally compelled to disclose any

Confidential Information, Buyer will provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy, and/or waive compliance with the provisions of this Agreement, and Buyer will cooperate with Seller in any effort Seller undertake to obtain a protective order or other remedy and/or waive compliance with the provisions of this Agreement. Buyer will furnish only that portion of Confidential Information which is legally required and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Seller will reimburse Buyer's reasonable costs arising from its obligations under this Section 10.

10. Buyer will not, without the prior written consent of Seller, directly or indirectly:

a. for a period of five (5) years from the date of this Agreement, induce, attempt to induce or assist others to induce or attempt to induce any employee of a Seller to terminate his or her employment with such Seller, nor in any manner, directly or indirectly, interfere with the relationship between Sellers and any such person; or

b. for a period of five (5) years from the date of this Agreement, induce, attempt to induce, or assist others to induce or attempt to induce any customer of Seller to terminate its association with Seller, nor in any manner, directly or indirectly, interfere with the relationship between Seller and any such customer.

11. Seller shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of this Agreement by Buyer or any Buyer Representative. Such remedies shall not be deemed to be the exclusive remedies of Seller, but shall be in addition to all other remedies available at law or in equity.

12. No failure or delay by Seller or Buyer in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

13. This Agreement sets forth the entire and final agreement of the parties concerning the subject matter hereof. All prior understandings or agreements between the parties, whether written or oral, concerning the subject matter hereof, are hereby terminated. This Agreement may not be modified or amended except by an instrument in writing executed by the parties hereto.

14. In the event any court shall determine that any provision of this Agreement is invalid, such determination shall not affect the validity of any other

provision of this Agreement, which shall remain in full force and effect. Any provision found to be unenforceable as against public policy shall be reformed by the court so that the parties hereto shall be subject to such similar provisions as are reasonable under the circumstances and enforceable.

15. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin without giving effect to the conflict of law principles thereof. Nothing herein (including without limitation, the use of the terms "Buyer" or "Seller") shall obligate either party to enter into a transaction. No obligation of the parties hereto, other than this Agreement, shall exist unless and until a definitive purchase agreement is executed by authorized officers of the parties hereto.

16. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement may be brought against the parties hereto in the Courts of the State of Wisconsin, County of _____, or, if it has or can acquire jurisdiction, in the United States District Court for the _____District of Wisconsin, and each of the parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written:

SELLER	BUYER
_____	_____
_____	_____

CONSENT RESOLUTION

The undersigned, being all the Shareholders of _____ ("Corporation"), do hereby consent to the adoption of the following resolution, without a meeting, pursuant to Sec. 180.0821 of the Wisconsin Statutes:

BE IT RESOLVED, that the Corporation hereby consents to the sale of all or substantially all of the assets belonging to the Corporation to _____ and _____ pursuant to the terms and conditions of that certain _____ executed contemporaneously herewith, which Agreement is hereby ratified, approved, and accepted, and is incorporated herein by reference;

BE IT FURTHER RESOLVED, THAT _____, in his/her capacity as the _____ of the Corporation, is hereby directed and empowered to take all steps and execute all documents that will accomplish the foregoing Resolution.

Dated this ____day of _____, 20____.

_____
_____

_____
_____

GENERAL BUSINESS SECURITY AGREEMENT

Dated ____ ___, 20___

1. SECURITY INTEREST

In consideration of any financial accommodation at any time granted by _____, and/or assigns ("Lender") to _____, and/or assigns ("Borrower"), each of the undersigned ("Debtor," whether one or more) grants Lender a security interest in all equipment, fixtures, inventory, customer goodwill, tradenames, documents, general intangibles, accounts, deposit accounts (unless a security interest would render a nontaxable account taxable), contract rights, including without limitation life insurance and disability insurance policies, chattel paper, patents, trademarks and copyrights (and the good will associated with and registrations and licenses of any of them), instruments, letter of credit rights and investment property, now owned or hereafter acquired by Debtor (or by Debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, software used in, all returned or repossessed goods the sale of which gave rise to and all proceeds, supporting obligations and products of the foregoing ("Collateral"), wherever located, to secure all debts, obligations and liabilities to Lender arising out of credit previously granted, credit contemporaneously granted, and credit granted in the future by Lender to any Debtor, or any Borrower, to any of them and another, or to another guaranteed or endorsed by any of them ("Obligations"). Obligations shall include without limitations that certain _____ dated _____ ____, 20_____, between and among the parties and that certain _____ dated _____ ____, 20__, as security for the same.

2. DEBTOR'S WARRANTIES

Debtor warrants and agrees that while any of the Obligations are unpaid:

(a) Ownership and use. Debtor owns (or with spouse owns) the Collateral free of all encumbrances and security interests (except Lender's security interest). Chattel paper constituting Collateral evidences a perfected security interest in the goods (including software used in the goods) covered by it, free from all other encumbrances and security interests, and no financing statement is on file or control agreement in existence (other than Lender's) covering the Collateral or any of it. Debtor, acting alone, may grant a security interest in the Collateral and agree to the terms of this Agreement. The Collateral is used or bought for use primarily for business purposes.

(b) Sale of goods or services rendered. Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.

(c) Enforceability. Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Lender as owing by each account debtor is the amount actually owing

and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed liability.

(d) Due date. There has been no default as of this date according to the terms of any chattel paper or account constituting Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

(e) Financial condition of account debtor. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor and Debtor will advise Lender upon receipt of any such notice or knowledge affecting Collateral.

(f) Valid organization. If a corporation, limited liability company or general or limited partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin.

(g) Other agreements. Debtor is not in default under any agreement for the payment of money.

(h) Authority to contract. The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject.

(i) Accuracy of information. All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.

(j) Name and address. Debtor's exact legal name is as set forth above. If Debtor is an individual, the address of Debtor's principal residence is as set forth below his signature line on the last page hereof. If Debtor is an organization that has only one place of business, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is as set forth below its signature line on the last page hereof.

(k) Location. The address where the Collateral will be kept is _____. Such location shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(l) Organization. Debtor, _____, is an adult individual residing in the State of Wisconsin. Debtor, _____, is a limited liability company duly organized under the laws of the State of Wisconsin.

(m) Environmental laws. (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor ("Property") during the period of Debtor's ownership or use of the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance")

under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"), (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property, (iii) without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from Property, or (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above on, in, under or about the Property.

(n) Employees. There are no unpaid wages due employees of Debtor and there are no outstanding liens against assets of Debtor for unpaid wages due employees of Debtor.

(o) Fixtures. If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in each UCC Financing Statement signed or authorized by Debtor is true and correct.

3. SHIPPERS

Shippers authorized to draw drafts on Lender under section 6(c) are: N/A

4. SALE AND COLLECTIONS

(a) Sale of Services & Inventory. So long as no default exists under any of the Obligations or this Agreement, Debtor may (a) sell services and inventory in the ordinary course of Debtor's business for cash or on terms customary in the trade, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) lease or license inventory on terms customary in the trade.

(b) Verification and notification. Lender may verify Collateral in any manner, and Debtor shall assist Lender in so doing. Upon default Lender may at any time and Debtor shall, upon request of Lender, notify the account debtors or other persons obligated on the Collateral to make

payment directly to Lender and Lender may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors or other persons obligated on the Collateral. Until account debtors or other persons obligated on the Collateral are so notified, Debtor, as agent of Lender, shall make collections and receive payments on the Collateral.

(c) Deposit with Lender. At any time, Lender may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Lender, shall not be commingled with any other funds or property of Debtor and shall be turned over to Lender in precisely the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. Except as provided in Section 4(d) below, all proceeds of Collateral received by Lender directly or from Debtor shall be applied against the Obligations in such order and at such times as Lender shall determine.

(d) Accounting. If the extent to which Lender's security interest in the Collateral is a purchase money security interest depends on the application of a payment to a particular obligation of Debtor, the payment shall first be applied to obligations of Debtor for which Debtor did not create a security interest in the order in which those obligations were incurred and then to obligations of Debtor for which Debtor did create a security interest, including the Obligations secured by the Collateral, in the order in which those obligations were incurred; provided, however, that Lender shall retain its security interest in all Collateral regardless of the allocation of payments.

ADDITIONAL PROVISIONS

5. DEBTOR'S COVENANTS

(a) Maintenance of Collateral. Debtor shall: maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than Lender's security interest); defend it against all claims and legal proceedings by persons other than Lender; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease, license or otherwise transfer or dispose of it or permit it to become a fixture or an accession to other goods, except for sales, leases or licenses of inventory as provided in this Agreement; not permit it to be used in violation of any applicable law, regulation or policy of insurance, including without limitation proceeds from policies insuring the life and disability of Debtor _____; and, as to Collateral consisting of instruments, chattel paper and letter of credit rights, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not affect the liabilities of any Debtor or Borrower under this Agreement, the Obligations or other rights of Lender with respect to the Collateral.

(b) Insurance. Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Lender from time to time, and shall furnish evidence of such insurance satisfactory to Lender. Subject to Lender's satisfaction, Debtor is free to select the insurance agent or insurer through which the insurance is obtained. Debtor assigns (and directs any insurer to pay) to Lender the proceeds of all such insurance and any premium refund, and authorizes Lender to endorse in the name of Debtor any instruments for such proceeds or refunds and, at the option of Lender, to apply

such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Each insurance policy shall contain a standard lender's loss payable endorsement in favor of Lender, and shall provide that the policy shall not be cancelled, and the coverage shall not be reduced, without at least 10 days' prior written notice by the insurer to Lender. Lender is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Lender or any insurance on the Collateral, or cancel the same after the occurrence of an event of default. If Debtor fails to keep any required insurance on the Collateral, including the death and disability coverage on Debtor _____, Lender may purchase such insurance for Debtor, such insurance may be acquired by Lender solely to protect the interest of Lender (and will not cover Debtor's equity in the Collateral), and Debtor's obligation to repay Lender shall be in accordance with Section 6(a) below.

(c) Maintenance of security interest. Debtor shall pay all expenses and upon request, take any action reasonably deemed advisable by Lender to preserve the Collateral or to establish, evidence, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Lender's interest in it or rights under this Agreement. Debtor authorizes Lender to file Uniform Commercial Code financing statements describing the Collateral (including describing the Collateral as "all assets," "all personal property" or with words of similar effect) and amendments and correction statements to such financing statements and ratifies any such financing statement or amendment filed prior to the date of this Agreement. Debtor will cooperate with Lender in obtaining control of Collateral or other security for the Obligations for which control may be required to perfect Lender's security interest under applicable law. If the Collateral is in possession of a third party, Debtor will join with Lender at its request in notifying the third party of Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.

(d) Taxes and other charges. Debtor shall pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.

(e) Employees. Debtor shall pay all wages when due to employees of Debtor and shall not permit any lien to exist against the assets of Debtor for unpaid wages due employees of Debtor.

(f) Records and statements. Debtor shall furnish to Lender financial statements at least annually and such other financial information respecting Debtor at such times and in such form as Lender may request. Debtor shall keep accurate and complete records respecting the Collateral in such form as Lender may approve. At such times as Lender may require, Debtor shall furnish to Lender a statement certified by Debtor and in such form and containing such information as may be prescribed by Lender, showing the current status and value of the Collateral. Debtor shall furnish to Lender such reports regarding the payment of wages to employees of Debtor and the number of employees of Debtor as Lender may from time to time request, and without request shall furnish to Lender a written report immediately upon any material increase in the number of employees of Debtor, the failure of Debtor to pay any wages when due to employees of Debtor or the imposition of any lien against the assets of Debtor for unpaid wages due employees of Debtor.

(g) Inspection of Collateral. At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records, and Debtor shall assist Lender in so doing.

(h) Service charge. In addition to the required payments under the Obligations and this Agreement, Debtor shall pay Lender's then current service charges for servicing and auditing in connection with this Agreement.

(i) Chattel paper. Lender may require that chattel paper constituting Collateral shall be on forms approved by Lender. Unless it consists of electronic chattel paper, Debtor shall promptly mark all chattel paper constituting Collateral, and all copies, to indicate conspicuously Lender's interest and, upon request, deliver them to Lender. If it consists of electronic chattel paper, Debtor shall promptly notify Lender of the existence of the electronic chattel paper and, at the request of Lender, shall take such actions as Lender may reasonably request to vest in Lender control of such electronic chattel paper under applicable law.

(j) United States contracts. If any Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Lender and execute writings required by Lender in order that all money due or to become due under such contracts shall be assigned to Lender and proper notice of the assignment given under the Federal Assignment of Claims Act.

(k) Modifications. Without the prior written consent of Lender, Debtor shall not alter, modify, extend, renew or cancel any accounts, letter of credit rights or chattel paper constituting Collateral or any Collateral constituting part of the Debtor's borrowing base.

(l) Returns and repossessions. Debtor shall promptly notify Lender of the return to or repossession by Debtor of goods underlying any Collateral and Debtor shall hold and dispose of them only as Lender directs.

(m) Promissory Notes, Chattel Paper and Investment Property. If Debtor shall at any time hold or acquire Collateral consisting of promissory notes, chattel paper or certificated securities, Debtor shall endorse, assign and deliver the same to Lender accompanied by such instruments of transfer or assignment duly executed in blank as Lender may from time-to-time request.

(n) Change of name, address or organization. Debtor shall not change Debtor's legal name or address without providing at least 30 days' prior written consent of Lender which may be withheld for any reason. Debtor, if it is an organization, shall not change its type of organization or state under whose law it is organized and shall preserve its organizational existence, and Debtor whether or not Debtor is an organization shall not, in one transaction or in a series of related transactions, merge into or consolidate with any other organization, change Debtor's legal structure or sell or transfer all or substantially all of Debtor's assets, without the prior written consent of Lender which may be withheld for any reason.

6. RIGHTS OF LENDER

(a) Authority to perform for Debtor. Upon the occurrence of an event of default under the terms of the Purchase Agreement between and among the parties, or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

(b) Charging Debtor's credit balance. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Debtor grants Lender, as further security for the Obligations, a security interest and lien in any deposit account Debtor may at any time have with Lender and other money now or hereafter owed Debtor by Lender, and agrees that Lender may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances or other money now or hereafter owed Debtor by Lender.

(c) Power of attorney. Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open and dispose of all mail addressed to Debtor (and Lender shall not be required as a condition to the exercise of this power to prove the occurrence of an event of default to the Post Office); to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; to endorse the name of Debtor upon any instruments which may come into Lender's possession; and to sign and make draws under any letter of credit constituting Collateral on Debtor's behalf. Debtor agrees that Obligations may be created by drafts drawn on Lender by shippers of inventory named in Section 3. Debtor authorizes Lender to honor any such draft accompanied by invoices aggregating the amount of the draft and describing inventory to be shipped to Debtor and to pay any such invoices not accompanied by drafts. Debtor appoints any employee of Lender as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, for the amount of such drafts honored by Lender and such instruments may be payable at fixed times or on demand, shall bear interest at the rate from time to time fixed by Lender and Debtor agrees, upon request of Lender, to execute any such instruments. This power of attorney to execute instruments may be revoked by Debtor only by written notice to Lender and no such revocation shall affect any instruments executed prior to the receipt by Lender of such notice. All acts of such attorney are ratified and approved and such attorney is not liable for any act or omission or for any error of judgment or mistake of fact or law. This power is a power coupled with an interest and is given as security for the Obligations, and the authority conferred by this power is and shall be irrevocable and shall remain in full force and effect until renounced by Lender except as otherwise expressly provided in this Section 6(c).

(d) Non-liability of Lender. Lender has no duty to determine the validity of any invoice, the authority of any shipper named in section 3 to ship goods to Debtor or compliance with any order of Debtor. Lender has no duty to protect, insure, collect or realize upon the Collateral or preserve

rights in it against prior parties. Debtor releases Lender from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Lender's willful misconduct.

7. DEFAULT

Upon the occurrence of one or more of the following events of default:

(a) Nonperformance. Any of the Obligations are not paid when due, or Borrower or Debtor, as applicable, fails to perform, or rectify breach of, any warranty or covenant or other undertaking in this Agreement or in any evidence of or document relating to the Obligations or an event of default occurs under any evidence of or document relating to any other obligation secured by the Collateral;

(b) Inability to Perform. Borrower, Borrower's spouse, Debtor or a guarantor or surety of any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings or any guaranty of the Obligations is revoked or becomes unenforceable for any reason;

(c) Misrepresentation. Any warranty or representation made to induce Lender to extend credit to Debtor or Borrower, under this Agreement or otherwise, is false in any material respect when made; or

(d) Insecurity. At any time Lender believes in good faith that the prospect of payment or performance of any of the Obligations or performance under any agreement securing the Obligations is impaired; all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code and this Agreement, as well as any other applicable law, and under any evidence of or document relating to any Obligation, and all such rights and remedies are cumulative and may be exercised from time to time. With respect to such rights and remedies:

(e) Repossession. Lender may take possession of Collateral without notice or hearing, which Debtor waives;

(f) Assembling collateral. Lender may require Debtor to assemble the Collateral and to make it available to Lender at any place reasonably designated by Lender;

(g) Notice of disposition. Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice;

(h) Expenses and application of proceeds. Debtor shall reimburse Lender for any expense incurred by Lender in protecting or enforcing its rights under this Agreement, before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses (including those incurred in successful defense or settlement of any counterclaim brought by Debtor or incident to any action or proceeding involving Debtor brought pursuant to the United States

Bankruptcy Code) and all expenses of taking possession, holding, preparing for disposition and disposing of Collateral (provided, however, Lender has no obligation to clean-up or otherwise prepare the Collateral for sale). After deduction of such expenses, Lender shall apply the proceeds of disposition to the extent actually received in cash to the Obligations in such order and amounts as it elects or as otherwise required by this Agreement. If Lender sells any Collateral on credit, Debtor will be credited only with payments that the purchaser actually makes and that Lender actually receives and applies to the unpaid balance of the purchase price of the Collateral; and

(i) Waiver. Lender may permit Debtor or Borrower to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by Borrower or Debtor. Lender shall continue to have all of its rights and remedies under this Agreement even if it does not fully and properly exercise them on all occasions.

8. WAIVER AND CONSENT

Each Debtor who is not also a Borrower expressly consents to and waives notice of the following by Lender without affecting the liability of any such Debtor: (a) the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect a security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Debtor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

9. INTERPRETATION

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code, as amended from time to time, provided, however, that the term “instrument” shall be such term as defined in the Wisconsin Uniform Commercial Code-Secured Transactions Chapter 409. All references in this Agreement to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Agreement shall not affect the validity of any other provision. This Agreement is intended by Debtor and Lender as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing.

10. PERSONS BOUND

This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns and shall bind all persons and entities who become bound as a debtor to this Agreement. This Agreement amends and replaces in their entirety the provisions of all existing General Business Security Agreements between Debtor and Lender, if any; provided, however, that all security interests granted to Lender under those existing security agreements, if any, shall remain in full force and effect, subject to the provisions of this Agreement. Debtor acknowledges receipt of a completed copy of this Agreement.

11. MISCELLANEOUS

Attorney Fees; Legal Expenses. Lender and Debtor each agree to pay their own attorneys' fees and legal expenses and related costs associated with the preparation, negotiation, and execution of this Agreement and the related documents. In the event of a breach of this Agreement and the related documents resulting in an enforcement action by Lender, Debtor shall be responsible of all of Lender's costs and attorney fees incurred in said enforcement action.

Debtor

_____

By:

Debtor

_____

By:

Lender

_____

By:

_____ ____, 20____

_____
_____
_____

RE: Letter of Intent

Dear _____:

Thank you for the time, cooperation, and information you have provided throughout our discussions regarding _____. We appreciate the opportunity to evaluate both properties and explore a potential transaction with _____.

Following those discussions, we are pleased to submit this Letter of Intent outlining our proposal to acquire the following two properties:

The Letter of Intent reflects the principal terms under which we are prepared to move forward with the proposed acquisition of both properties.

Unless specifically identified as binding within the Letter of Intent, its provisions are intended solely to establish the framework for continued negotiations and the preparation of definitive purchase documentation. Accordingly, the Letter of Intent does not constitute a binding agreement to purchase or sell the properties except with respect to those provisions expressly stated to be binding.

This proposal will remain open for acceptance through **5:00 p.m. on** _____ ___**, 20**___. If the Letter of Intent has not been countersigned and returned by that time, it will automatically expire.

We appreciate the opportunity to present this proposal and look forward to working together toward a successful transaction involving both _____.

PART I: NON-BINDING PROVISIONS	
BUYER:	_____, and/or assigns.

SELLER:	1. _____ and _____ (collectively "Business"); and 2. _____ and _____ (collectively "Real Estate")
BUSINESS:	1. _____; and 2. _____
REAL ESTATE:	1. _____; and 2. _____.
SALE:	This shall be an asset sale. Seller will sell the Business and all of its assets to Buyer, without any liens. This includes trademarks, domain names, contracts, licenses, the Real Estate, furniture, fixtures, and equipment. The Business will have no debt at Closing. Seller will pay off any equipment leases and mortgages. The underlying equipment and Real Estate will be part of the Business sold. Buyer will not be responsible for any of Sellers debts, liabilities or obligations or those of the Business and Real Estate; except that we will assume liabilities regarding customer deposits and discount vouchers for which Buyer receives a credit against the purchase price.
PURCHASE PRICE:	Buyer shall pay Seller no less than _____ Dollars ($_____).

PURCHASE PRICE ALLOCATION:	Will be determined prior to Closing.
CLOSING:	On or before _____ ___, 20____, with a thirty (30) option to extend for financing.
DUE DILIGENCE:	Upon acceptance of this letter of intent, Seller will provide Buyer information about the Business and Real Estate so that Buyer can better understand the Business and Real Estate being sold.
PURCHASE AGREEMENT:	A purchase agreement containing standard and customary terms and conditions will be created before _____ ___, 20____ to document the sale.
SELLER NON-COMPETE / NON-SOLICITATION:	Seller will not compete with the Business or rehire its workers, and will together remain responsible for Seller's obligations under the purchase agreement.
PRE-CLOSING:	Seller will remain responsible for Business claims as Seller does now which come about from matters before the Closing. This will not create new responsibilities for Seller. It merely means that Seller keeps the responsibilities that Seller has today.
PART II: BINDING PROVISIONS	
BROKER:	No Brokers are involved in this purchase.

CONFIDENTIALITY:	Buyer and Seller acknowledge the confidential nature of the terms of this letter of intent and purchase agreement and herby agree to keep said terms completely confidential, except on a need-to-know basis with its agents or legal counsel, unless expressly agreed to in writing by the Seller and Buyer.
EXCLUSIVITY:	From the date of this letter of intent until (a) _____ ___, 20___ or (b) the termination of this letter of intent by either party, whichever is sooner, Seller will not, directly or indirectly, communicate with anyone else about buying the Business or Real Estate, and Seller will conduct its business the same as it is conducted right now.
COSTS:	Buyer and Seller will each be responsible for their own costs and expenses in the purchase.

This letter of intent is intended to summarize the basic economic terms and conditions of the proposed purchase agreement, and it is understood and agreed that neither party is under a binding obligation to the other until a purchase agreement has been executed; except that the provisions of the “Binding Provisions” above are binding and enforceable.

Please review the contents of this Letter of Intent and acknowledge your approval of the same by signing below. This letter of intent expires at 5:00 p.m. _____ ___, 20____.

Respectfully,

_____ _____
_____ Date

_____ _____
_____ Date

The above-mentioned concepts and business terms are generally accepted and will be more fully detailed in a complete purchase agreement.

SELLER:

AGREED AND ACCEPTED this ___ day of _____, 20___.

By: _____
Name:_____
Title: _____

CONSENT RESOLUTION

The undersigned, being all the Members of _____ ("Limited Liability Company"), do hereby consent to the adoption of the following resolution, without a meeting, pursuant to Sec. 183.0404 of the Wisconsin Statutes:

BE IT RESOLVED, that the Limited Liability Company hereby consents to rent the real property located at _____, _____, Wisconsin, and to grant an exclusive option to purchase the same to _____, pursuant to the terms and conditions of that certain _____ executed contemporaneously herewith, which Agreement is hereby ratified, approved, and accepted, and is incorporated herein by reference;

BE IT FURTHER RESOLVED, THAT _____, in his capacity as the Managing Member of the Limited Liability Company, is hereby directed and empowered to take all steps and execute all documents that will accomplish the foregoing Resolution.

Dated this ____ day of _____, 20____.

_____

_____

MORTGAGE

_____ ___, a _____
_____
("Mortgagor," whether one or more) mortgages to _____, a Wisconsin _____,
its successors or assigns ("Mortgagee," whether one or more), to secure payment of $ _____ evidenced by a Secured Promissory Note ("Obligation") dated _____, 20____ executed by _____, a _____ _____ _____, to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in _____ County, State of Wisconsin ("Property"):

_____
Parcel Identification Number (PIN)

This is not _____ homestead property.
(is) (is not)

This is _____ a purchase money mortgage.
(is) (is not)

Recording Area

1. **MORTGAGOR'S COVENANTS**.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES**. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE**. Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS**. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES**. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE**. Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES**. In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY**. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER**. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER**. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS**. In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER**. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

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10. **ASSIGNMENT OF RENTS**. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION**. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES**. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

X A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____ ; (6) the state of organization and the organizational identification number of the debtor (if applicable) are _____ ; and (7) the address of the secured party is _____ .

13. **SINGULAR; PLURAL**. As used herein, the singular shall include the plural and any gender shall include all genders.

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14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY**. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT**. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated _____.

_____(SEAL) _____(SEAL)
* _____ * _____

_____(SEAL) (SEAL)
* _____ * _____

AUTHENTICATION

Signature(s) _____
_____
authenticated on _____.

_____
*_____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Nathan P. Olson
Olson Legal Group LLC

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me on _____,
the above-named _____
_____
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires:_____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
MORTGAGE **STATE BAR OF WISCONSIN** **FORM NO. 21-2003**

* Type name below signatures.

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NONCOMPETITION AGREEMENT

THIS Noncompetition Agreement ("Agreement") is made and entered into this 31st day of March, 2026, ("Effective Date"), by and between DYSON'S PET RETREAT LLC D/B/A CHELSTAR'S BED AND BISCUIT ("Buyer"), CHELSTAR'S BED & BISCUIT, LTD. ("Seller"), and ROBERT POST ("Post"). Buyer, Seller, and Post may each be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement (the "APA") bearing the same date as the effective date of this Agreement, the terms of which include, but are not limited to, Seller's sale to Buyer of substantially all of the assets owned by Seller and used in connection with Chelstar's Bed and Biscuit Pet Lodge (the "Business"), in exchange for Buyers's performance in the form of payment of the Purchase Price to Seller on the terms and conditions set forth in the APA; and

WHEREAS, Post is the sole shareholder of Seller; and

WHEREAS, during the course of their operation of the Business, Seller and Post have been and will continue to be exposed to customer lists and business information that would be detrimental to Buyer's business if Seller and/or Post were to use the same to compete against Buyer; and

WHEREAS, as a condition precedent to the consummation of the transactions set forth in the APA, Buyer wishes to obtain certain assurances that Seller and/or Post will not compete with Buyer during the term of the APA; and

WHEREAS, Seller and Post are willing to agree not to so compete with Buyer.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Noncompetition. The Parties agree that Buyer's customer and client contacts and relations are established and maintained at great expense and that Seller and Post, by virtue of their relationship with Buyer under the terms of the APA, as identified above, will have had unique and extensive exposure to and personal contact with Buyer's customers and clients, and that Seller and Post will continue to be able to establish a unique relationship with those individuals that would otherwise enable Seller and Post, during the term of the APA, to unfairly compete with Buyer. In consideration of the terms of the APA, the payment of the Purchase Price identified in the APA, and any other amounts paid to Seller by Buyer, Seller and Post each

promise that they shall not, for the period of time that Buyer complies with all terms of the Promissory Note incorporated and included in the APA, and until such time as Buyer has fulfilled all obligations under the APA and Promissory Note or has defaulted under the terms of the APA and Promissory Note (the "Noncompete Period"):

a. within the counties of Calumet, Dodge, Fond du Lac, Green Lake, Sheboygan, Washington, and Winnebago, in the State of Wisconsin, directly or indirectly own, manage, operate, control, be employed or engaged by, participate in, or be affiliated or connected in any manner with the ownership, management, operation or control of any business which offers or provides the same or similar services, more specifically those services associated with the operation of the Business, provided by Buyer; or

b. in any manner contact or solicit any customers or clients to whom services are rendered by Buyer or any of her employees or by Seller and/or Post at any time during their operation and ownership of the Business, or any prospective customers or clients of the Buyer; or

c. in any manner induce, attempt to induce or assist others to induce any customer or client, employee, or any other person or entity having a business relationship with Buyer to terminate such relationship or do anything to interfere with any such relationship (e.g., Seller and Post agree not to solicit for employment any persons employed by Buyer at any time during the Noncompete Period).

2. Relief for Violations. Seller and Post agree that, if either Seller or Post shall violate any of the covenants and agreements under Section 1, above, Buyer shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or benefits which Seller or Post directly or indirectly realized and/or may realize as the result of or arising out of any such violation, and to reimbursement of all costs incurred by Buyer (including reasonable attorneys' fees and litigation costs) to enforce the covenants and agreements of Seller and Post under this Agreement. Seller and Post acknowledge that (i) an irreparable injury may result to Buyer and its business in the event of a breach of the covenants contained in Section 1 of this Agreement, and (ii) the damages or injuries which Buyer may sustain as a result of a breach of the covenants contained in Section 1 of this Agreement are difficult to ascertain and that money damages alone may not be an adequate remedy to Buyer. Seller and Post agree, therefore, that Buyer shall also be entitled to any injunctive relief necessary to prevent or restrain any violation by Seller and/or Post or any persons directly or indirectly acting for or with Seller and/or Post of the provisions of Section 1 of this Agreement. Such remedies, however, shall be cumulative and non-exclusive and shall be in addition to any other remedy to which Buyer may be entitled.

3. Reasonable Restrictions. Seller and Post agree that the terms and conditions of Sections 1 and 2 of this Agreement are reasonable and necessary for the protection of Buyer's business, trade secrets, and confidential information and to prevent any damage or loss to Buyer as the result of any action taken by Seller and/or Post. Seller and Post acknowledge that (i) the consideration provided for herein is sufficient to fully and adequately compensate Seller and Post for agreeing to the restrictions set forth in Section 1 of this Agreement, and (ii) Seller and Post could continue to actively pursue a career and/or earn sufficient compensation in business without breaching any of the restrictions contained in this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws in the State of Wisconsin.

To evidence the Parties' intent to be bound by this Agreement, they have signed and delivered it on March 31, 2026.

SELLER:
CHELSTAR'S BED & BISCUIT, LTD.

By:_____
Robert Post, its Shareholder

BUYER:
DYSON'S PET RETREAT LLC
D/B/A CHELSTAR'S BED AND BISCUIT

By:_____
Emi-Jo R. Barkley, its Member

POST:

_____
Robert Post, individually

PERSONAL GUARANTY

Lender: _____

Borrower: _____

Guarantor: _____

1. Continuing Guarantee of Payment and Performance. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents (as defined below). This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

2. Indebtedness. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinances consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable Instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower from any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter received additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty

shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unterminated guaranties.

3. Continuing Guaranty. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILTY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

4. Duration of Guaranty. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors, and assigns so long as any of the Indebtedness remains unpaid.

5. Guarantor's Authorization to Lender. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail, or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of controlling security agreement or deed of trust, as Lender in its sole discretion may determine; (G) to apply the amount realized from any sale on judgment of foreclosure or other disposition of collateral or security securing the Indebtedness, whether by credit bid or otherwise, as the sole credit to be applied to the Indebtedness and Guarantor's liability under this Guaranty, even if it is otherwise determined that the value of the collateral or security is greater than the sale price; (H) to sell, transfer, assign

or grant participations in all or any part of the Indebtedness; and (I) to assign or transfer this Guaranty in whole or in part.

6. Guarantor's Representations and Warranties. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

7. Guarantor's Waivers. Except as provided by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceeds directly or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender form Borrower or to comply with any other application provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment or collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceeds against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full and legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitation, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

8. Guarantor's Understanding with Respect to Waivers. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

9. Right of Setoff. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

10. Subordination of Borrower's Debts to Guarantor. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have to acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

11. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Guaranty:

(a) Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

(b) Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or other there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

(c) Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

(d) Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its choice or conflicts of law provisions.

(e) Choice of Venue. If there is lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of _____ County, State of Wisconsin.

(f) Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parole evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

(g) Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provision of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of the Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created n reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

(h) Notices. Any Notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any part may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than

one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

(i) No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior wavier by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent or subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

(j) Successors and Assigns. Subject to any limitations stated in this Guaranty or transfer of Guarantor's interest, this Guarantor shall be binding upon and inure to the benefit of the parties, their successors and assigns.

(k) Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

(l) Definitions. The following capitalized words and terms shall have ethe following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall means amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

i. Borrower. The word "Borrower" means Emi-Jo Barkley and/or assigns and includes all co-signers and co-makers signing this Note and all their successors and assigns.

ii. Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation _____, and in each case, any signer's successors and assigns.

iii. Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

iv. Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

v. Lender. The word "Lender" means _____, its successors and assigns.

vi. Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

vii. Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, as applicable, and whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY." NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GAURANTY EFFECTIVE. THIS GUARANTY IS DATED _____ ___, 20____, WITH AN EFFECTIVE DATE OF _____ ___, 20_____.

GUARANTOR: _____

_____
_____

STATE OF WISCONSIN)
) SS
_____COUNTY)

Personally came before me this ____ day of _____, 20_____, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Print Name: _____
Notary Public, State of Wisconsin.
My commission expires: _____.

Document No. _____

The following affects the real estate located in _____ County, Wisconsin and described as follows:

Return to:

Tax Parcel Number:

This Document Drafted By:

SECURED PROMISSORY NOTE

$_____ _____ ___, 20____
_____, Wisconsin

For value received on this date, _____ ("Borrower"), promises to pay to the order of _____ ("Lender"), its successors and/or assigns, at its direction as may be designated in writing from time to time, the principal ("Principal") sum of _____ Dollars ($_____), together with all accrued interest on the unpaid balance from the date of this note ("Note") until this Note is paid in full. If any payment is not paid when due or if payment made does not cover all interest accrued through the date of payment, remaining interest accrued shall be added to the balance and shall accrue interest at the Note rate. Non-default interest shall be computed, compounded and accrued daily on any unpaid balance based on a three hundred sixty (360) day year, at the rate of _____% ("Base") per semi-monthly.

REPAYMENT

Borrower shall make equal monthly payments in the amount of $_____ beginning on _____ ___, 20____ and on the ____ day of each month thereafter with a final balloon payment due on or before _____ ___, 20____. Payments shall be made to Lender via direct deposit or such other location as Lender shall designate by written notice to Borrower.

DEFAULT

Borrower shall be considered to be in default, without notice to the undersigned, of the terms and conditions of this Note if the entire balance of Principal and accrued interest is not paid, in full, on or before the maturity date of this Note, or if any installment payment due is not made on or before the date it is due, the entire balance including all accrued interest or other costs incurred shall immediately become due and may be collected forthwith, time being of the essence of this Note. Default under any other obligation of Borrower, or Borrowers, jointly and severally, to Note Lender, shall be considered a default under this Note also. Default interest shall be computed as simple interest on a three hundred sixty-five (365) day year, at the rate of _____% per annum, until this Note is paid in full. In addition, upon default, Borrower(s) shall pay a late fee equal to _____% of the unpaid balance due. Borrower will continue to be assessed a monthly late fee equal to _____% of the unpaid balance due until the default is cured or the Note is paid in full. Borrower shall pay all costs and expenses of collection, including reasonable attorney fees, and enforcement of any security for the Note, unless prohibited by law. If any default, including a default under a security agreement made pursuant to this Note, is not cured within fourteen (14) days after notice of default is mailed to Borrower, Lender may, at its option and without further notice, accelerate the amount due under the Note and declare it immediately due and payable. It is also agreed that failure of the Lender to exercise this right of accelerating the maturity of the debt, or indulgence granted from time to time, shall in no event be considered as a waiver of such right of acceleration or estop the Lender from exercising the right.

PAYMENT OF EXPENSES

In the event payment of this Note or any portion thereof shall not be made and any action is brought to enforce collection thereof, the undersigned agrees to pay the expenses and reasonable attorneys' fees that might be incurred because of such default.

SECURITY

This Note is secured by a second Mortgage in the following real estate:

WAIVER

Borrower and any other person who has obligations under this Note, whether principal, surety, guarantor, endorser or other party, severally waives and renounces the rights of presentment and notice of dishonor for himself and family, any and all homestead and exemption rights either of us, or the family of either of us, may have under or by virtue of the laws of the State of Wisconsin, or any other State, or the United States, as against this debt or any renewal or extension thereof, and further waives demand, protest, presentment, notice of demand, notice of dishonor and non-payment. “Presentment” means the right to require the Lender to demand payment of the amounts due. “Notice of Dishonor” means the right to require the Lender to give notice to other persons that amounts due have not been paid. In the event that the parties engage in litigation to resolve any dispute regarding this Note or the transactions giving rise to this Note, Borrower waives any right to trial by a jury.

NOTICE

Any notice required to be given shall be given to the place stated below unless the party has given written notice of another place for giving of notice. Any notice given by mail shall be deemed given three (3) business days after the deposit of the notice into the United States Mail with first class postage affixed thereto. Any notice given by facsimile transmission shall be deemed received on the following business day. Any notice given by any other method that requires a delivery confirmation shall be deemed given on the date of the confirmed delivery. Confirmation of delivery shall be deemed sufficient; no confirmation of receipt shall be required.

MODIFICATION

This Note may NOT be modified, altered, amended, extended or changed without the express written agreement of both the Lender and each of the persons signing this Note.

INVALIDITY

In the event that any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

PERSONAL GUARANTY

This Note is secured by the personal guaranty of _____.

Signed at _____, Wisconsin, the day and year first above written.

BORROWER:

_____
_____

_____
_____
Individually as to Personal Guaranty

HOLDER:

_____
_____