

Seller's Request and Authorization For Controlled Marketing

Lincoln County, Wisconsin (Seller") hereby requests and authorizes Ray Giannini, Senior Managing Director ("Agent") to limit the marketing of the property (identified below) to the controlled manner set forth as follows:

- Agent shall distribute a general description of the subject property and the listed price to the Senior Directors and Directors of the firm's National Seniors Group. The marketing information will not be distributed through Agent's national distribution system; the property will not be advertised "for sale" or be included in any other general marketing effort of the firm. Marketing information regarding the property will only be available through the listing agent.
- It is the intent of this Seller's Request and Authorization for Controlled Marketing to limit as much as reasonably possible Agent's distribution of specific marketing information regarding the subject property to only those prospective purchasers who Agent deems are reasonably qualified to purchase the property.
- It is the intent of this Seller's Request and Authorization for Controlled Marketing to limit as much as reasonably possible repeated distribution of specific marketing materials to the same prospective purchaser.

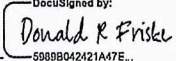
Marcus & Millichap strongly believes broad marketing of a property through the firm's national marketing system enhances the probability of an owner receiving the highest possible price. Although controlled marketing has certain benefits to owners, it is the firm's experience these benefits are often outweighed by reduced exposure to the full range of potential buyers. In requesting Agent's controlled marketing of the property, Seller acknowledges the amount of interest Agent might generate from prospective purchasers will likely be less than the amount of interest that could otherwise be created through the firm's expanded marketing system.

Description / Location of Subject Property: 2100 E 6th St, Merrill, WI 54452

Date of Exclusive Right and Authority to Sell: July 5, 2023

Listing Agent / Listing Office: Ray Giannini, Milwaukee Office

Name of Seller: Don Friske, County Board Member

Signature of Seller:  Date: 8/3/2023 | 08:42:31 PDT

Name of Seller: _____

Signature of Seller: _____ Date: _____

WB-5 COMMERCIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: 2100 E. 6th Street
3 _____ in the _____ City _____ of _____ Merrill _____, County of _____ Lincoln _____,

4 Wisconsin. Insert additional description, if any, at lines 320-331 or attach as an addendum per lines 332-337.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 9-12, and
6 the following items: All furnishings, equipment and other such items as designated by Seller.
7 The sale includes all associated real, trade and personal property, except as noted on
8 lines 9-12.

9 ■ **NOT INCLUDED IN LIST PRICE:** All cash, accounts receivable, books & records, residents'
10 property, vehicles and any miscellaneous items that Seller specifies in a written purchase
11 and sales agreement. The sale includes all associated real, trade and personal property.

13 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
14 **lessor. (See lines 182-193).**

15 ■ Seller shall convey the personal property by Bill of Sale, free and clear of all liens and encumbrances except: _____

18 ■ **LIST PRICE:** _____ Eight Million, Five Hundred Thousand _____ Dollars (\$ 8,500,000.00).

19 ■ **SELLER AUTHORITY:** Seller represents that Seller has authority to sign this Listing and negotiate the sale of the
20 Property. If Seller is an entity, Seller agrees, within 15 days of the execution of this Listing, to provide the Firm with a
21 copy of document(s) confirming the authority to negotiate the sale of the Property.

22 ■ **ZONING:** Seller represents that the Property is zoned: Public

23 ■ **ZONING VARIANCES, NONCONFORMING USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the
24 Property is subject to the following special zoning, land use, development restrictions, zoning variances, nonconforming
25 uses or other conditions affecting the Property: _____

27 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
28 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-8 during the term
29 of this Listing. The marketing may include: All marketing efforts as per the Marcus Millichap system
30 for controlled marketing.

31 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____
32 _____ . Seller
33 has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 231-237 regarding the Firm's
34 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the
35 Firm and its agents may market other properties during the term of this Listing.

36 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

37 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: _____
38 _____ . (Exceptions if any): _____

39 **COMMISSION** The Firm's commission shall be Three Percent (3.0%)

43 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
44 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
45 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
46 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
47 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
48 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
49 the list price and on substantially the same terms set forth in this Listing and the current WB-15 Commercial Offer to
50 Purchase, even if Seller does not accept this buyer's offer. A buyer is ready, willing and able when the buyer
51 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
52 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
53 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce
54 judgment.

- 55 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 56 set for closing, even if the transaction does not close, unless otherwise agreed in writing.
- 57 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:
- 58 • Under 1) or 2) the total consideration between the parties in the transaction.
 - 59 • Under 3) or 4) the list price if the entire Property is involved.
 - 60 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 61 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 62 which there was an effective change in ownership or control.
 - 63 • Under 5) the total offered purchase price.

64 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
 65 **Property.**

66 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 67 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 68 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 69 offer to purchase or contract.

70 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 71 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 72 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 73 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 74 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

75 **DISCLOSURE TO CLIENTS**

76 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 77 certain duties to all parties to a transaction:

- 78 (a) The duty to provide brokerage services to you fairly and honestly.
- 79 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 80 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 81 unless disclosure of the information is prohibited by law.
- 82 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 83 information is prohibited by law. (See lines 194-197.)
- 84 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 85 confidential information or the confidential information of other parties. (See lines 142-159.)
- 86 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 87 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 88 advantages and disadvantages of the proposals.

89 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 90 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 91 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 92 your transaction, unless you release the firm from this duty.
 - 93 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - 94 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that
 95 are within the scope of the agency agreement.
 - 96 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 97 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 98 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is
 99 contrary to your interests.
- 100 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 101 relationship"), different duties may apply.

102 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 103 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 104 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 105 through designated agency, which is one type of multiple representation relationship.
- 106 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 107 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 108 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 109 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 110 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 111 any of your confidential information to another party unless required to do so by law.

112 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize

113 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
114 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
115 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
116 agent may represent more than one client in a transaction.
117 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
118 services to more than one client in the transaction.

119 **CHECK ONLY ONE OF THE THREE BELOW:**

120 The same firm may represent me and the other party as long as the same agent is not
121 representing us both. (multiple representation relationship with designated agency)

122 The same firm may represent me and the other party, but the firm must remain neutral
123 regardless if one or more different agents are involved. (multiple representation relationship
124 without designated agency)

125 The same firm cannot represent both me and the other party in the same transaction. (I reject
126 multiple representation relationships)

127 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
128 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
129 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
130 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
131 **you should ask your firm before signing the agency agreement.**

132 **SUBAGENCY**

133 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
134 providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own
135 interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties
136 if doing so is contrary to your interests.

137 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
138 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
139 **advisor, or home inspector.**

140 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
141 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

142 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
143 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
144 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
145 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
146 is no longer providing brokerage services to you.

147 The following information is required to be disclosed by law:

- 148 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 194-197).
- 149 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
150 the property or real estate that is the subject of the transaction.

151 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
152 information below (see lines 154-156). At a later time, you may also provide the Firm with other information you
153 consider to be confidential.

154 **CONFIDENTIAL INFORMATION:** _____
155 _____

157 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____
158 _____

160 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing
161 and to have the Property in broom swept condition and free of all debris and personal property except for personal
162 property belonging to current tenants, sold to buyer or left with buyer's consent.

163 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 164 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 165 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 166 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 167 **lease(s) unless released by tenants.**

168 **DEFINITIONS**

169 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

170 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 171 1) Significantly and adversely affecting the value of the Property;
- 172 2) Significantly reducing the structural integrity of improvements to real estate; or
- 173 3) Presenting a significant health risk to occupants of the Property.

174 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 175 under a contract or agreement made concerning the transaction.

176 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 177 event occurred and by counting subsequent calendar days.

178 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 179 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 180 replaced would significantly shorten or adversely affect the expected normal life of the premises.

181 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

182 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 183 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 184 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated
 185 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and
 186 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and
 187 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or
 188 fitted floor coverings; awnings; attached antennas and satellite dishes, audio/visual wall mounting brackets (but not the
 189 audio/visual equipment); garage door openers and remote controls; installed security systems; central vacuum systems
 190 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground
 191 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on
 192 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

193 **CAUTION: Exclude fixtures not owned by Seller such as rented fixtures and tenant's trade fixtures.**

194 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 195 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 196 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 197 affects or would affect the party's decision about the terms of such a contract or agreement.

198 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in
 199 interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents,
 200 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all
 201 corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or
 202 owned by buyer, in whole or in part whether created before or after expiration of this Listing.

203 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

204 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 205 this Listing:

- 206 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 207 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 208 terms upon which the buyer might acquire an interest in the Property; or
- 209 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 210 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 211 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 212 301-311) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
 213 follows:
 - 214 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 215 individuals in the Listing; or,
 - 216 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the
 217 firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

218 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 219 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 220 lines 298-302.

221 **SELLER DISCLOSURE REPORT** Seller agrees to complete the disclosure report provided by the Firm to the best of
 222 Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion of the report
 223 but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute the report to
 224 all interested parties and their agents inquiring about the Property. Seller acknowledges that the Firm and its agents
 225 have a duty to disclose all Material Adverse Facts as required by law.

226 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 227 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on Seller's disclosure
 228 report or written response.

229 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 230 **DAMAGES AND COSTS.**

231 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 232 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 233 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 234 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 235 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 236 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 237 who view the Property with Seller during the term of this Listing.

238 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 239 agents will work and cooperate with other firms in marketing the Property, including firms acting as subagents (other
 240 firms engaged by the Firm - see lines 132-136) and firms representing buyers. Cooperation includes providing access to
 241 the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note any firms
 242 with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend showings, and
 243 the specific terms of offers which should not be submitted to Seller: Brokers not familiar with seniors
 244 housing real estate and/or transactions.

245 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
 246 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
 247 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
 248 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
 249 The following other buyers _____

250 _____ are excluded from this Listing until _____
 251 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
 252 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

253 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 254 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 255 lines 256-275.

256 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
 257 named at line 258 or 259.

258 Seller's recipient for delivery (optional): Renee Krueger

259 Firm's recipient for delivery (optional): Ray Giannini and/or Anastasia Pilarski

260 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

261 Seller: (____) _____ Firm: (____) _____

262 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
 263 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 258 or
 264 259, for delivery to the party's delivery address at line 268 or 269.

265 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 266 party, or to the party's recipient for delivery if named at line 258 or 259 for delivery to the party's delivery address at line
 267 268 or 269.

268 Delivery address for Seller: 801 N. Sales St., Ste 205 Merrill, WI 54452

269 Delivery address for Firm: 13890 Bishops Dr Ste 300, Brookfield, WI 53005-6612

270 (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at
 271 line 274 or 275. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 272 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 273 consented electronically as required by federal law.

274 E-Mail address for Seller: renee.krueger@co.lincoln.wi.us

275 E-Mail address for Firm: ray.giannini@marcusmillichap.com, anastasia.pilarski@marcusmillichap.com

276 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
277 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
278 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
279 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

280 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
281 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
282 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code
283 Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total
284 liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash
285 advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall
286 be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This
287 payment to the Firm shall not terminate this Listing.

288 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
289 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
290 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
291 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
292 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
293 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
294 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being
295 accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections
296 and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines
297 320-331 or in an addendum per lines 332-337.

298 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
299 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
300 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
301 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
302 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 303-311).

303 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
304 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
305 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
306 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
307 and the Firm agree that any termination of this Listing by either party before the date stated on line 339 shall be
308 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 253-275 and effective
309 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 253-275.

310 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
311 **potentially be liable for damages.**

312 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
313 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
314 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
315 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
316 that the parties add such in Additional Provisions or in an Addendum.

317 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
318 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
319 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

320 **ADDITIONAL PROVISIONS** The subject property is commonly known as Pine Crest Nursing Home,
321 which is a 120-bed Skilled Nursing Facility (SNF).

323 The Lincoln County Health and Human Services Building is available for sale. The price of
324 the building is not included in the list price for the SNF. Further negotiations will take
325 place with the broker. Should this facility be sold, its purchase price would be subjected
326 to a three percent (3.0%) fee.

328 A commission shall not be paid unless a binding purchase agreement is executed and closing
329 occurs.

332 **ADDENDA** The attached addenda Marcus & Millichap REIS Controlled Marketing Form, Amendment
333 A.

is/are made part of this Listing.

338 **TERM OF THE CONTRACT** From the 5th day of July, 2023,
339 up to the earlier of midnight of the 31st day of March, 2024, or the
340 conveyance of the entire Property.

341 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
342 **THAT HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
343 **INCORPORATED INTO THE LISTING.**

344 All persons signing below on behalf of a Seller Entity represent that they have legal authority to sign for and bind the Entity.

345 Lincoln County Wisconsin

346 Seller Entity Name (if any) Print Name ▲

347 (x) Donald R Friske 8/3/2023 | 08:4
348 Authorized Signature ▲ Date ▲
349 Print Name & Title } Don Friske County Board Chair

350
351 Seller Entity Name (if any) ▲

352 (x) _____
353 Authorized Signature ▲ Date ▲
354 Print Name & Title }

355 (x) _____
356 Seller's Signature ▲ Print Name } Date ▲

357 (x) _____
358 Seller's Signature ▲ Print Name } Date ▲

359 (x) _____
360 Seller's Signature ▲ Print Name } Date ▲

361 (x) _____
362 Seller's Signature ▲ Print Name } Date ▲

363 Marcus & Millichap REIS

364 Firm Name ▲

365 (x) Ray Giannini 07/05/2023
366 Agent's Signature ▲ Print Name } Ray Giannini, Sr. Mng. Dir. Date ▲

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated July 5, 2023, between the undersigned, for sale/rental of the
2 property known as (Street Address/Description) 2100 E 6th St, Merrill, WI 54452
3 _____ in the City of
4 Merrill, County of Lincoln, Wisconsin is amended as follows:
5 The list price is changed from \$ _____ to \$ _____.
6 The expiration date of the contract is changed from midnight _____,
7 to midnight _____.
8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:
9 _____
10 _____

11 Other: Any controversy or claim arising out of or relating to this Agreement, or
12 the breach thereof, shall be settled by final, binding arbitration administered
13 before a single arbitrator by the American Arbitration Associate (AAA) under
14 its Commercial Arbitration Rules and judgment on the award rendered by the
15 arbitrator may be entered in any court having jurisdiction thereof. Unless the
16 parties agree otherwise, the arbitration shall be governed by the AAA's
17 Expedited Procedures. The parties also agree that the AAA's Optional Rules for
18 Emergency Measures of Protection shall apply to the proceedings. The AAA's fees
19 and charges shall be paid equally by the parties as they become due, provided
20 that the prevailing party shall be awarded its costs and expenses associated
21 with any concerning this Agreement, including reasonable attorney's fees from
22 the non-prevailing party. If either party fails to pay its share of the AAA's
23 fees or expenses as they become due, and such failure is not cured within five
24 days of receiving written notice thereof from the other party or the AAA, such
25 party shall be deemed to have defaulted, and the arbitrator shall enter final
26 judgment in favor of the non-defaulting party.
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 Marcus & Millichap REIS
36 Firm Name ▲
37 _____
38 (x) Ray Giannini 07/05/2023
39 By Agent for Firm ▲ Date ▲
40 Print name ▶ Ray Giannini, Sr. Mng. Dir.

DocuSigned by:
8/3/2023 | 08:42:3
(x) Donald R Friske _____
5088B042421A47E... Seller's/Owner's Signature ▲ Date ▲
Print name ▶ Don Friske, Cnty. Board Mem.
(x) _____
Seller's/Owner's Signature ▲ Date ▲
Print name ▶ _____

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**
42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**
43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) _____
46 Supervising Broker's Signature ▲ Print name ▶ Todd Lindblom, Regional Manager / BOR Date ▲

