WILKINSON AUCTION & REALTY

EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

October 28, 2026

BUYER _____

ADDRESS _____

PHONE # _____ **EMAIL** _____

1. Buyer was the high bidder for one or more of the Pamela Day parcels located in Mifflin Township, Iowa County, Wisconsin at the public auction conducted on October 28, 2026.

Parcel: _____

Total Purchase Price: **$**_____

2. Pursuant to the Auction Terms and Conditions, which are incorporated into this Earnest Money Receipt and Purchase Agreement, Buyer has deposited $25,000 of the total purchase price above in earnest money. The Earnest Money shall be held in the Wilkinson Auction and Realty Co., LLC Trust Account until closing, Buyer's Default, or as otherwise agreed to in writing by Buyer and Seller. The balance of the Purchase Price shall be paid in full at the closing.

3. If the Property is sold in its entirety, then closing shall take place on or before December 30, 2026. If the Property is split, then the closing shall take place as soon as reasonably practical after the Property has been surveyed and rezoned. If the Property is split, Seller shall be responsible for paying for the survey and rezoning costs. If the Property cannot be split and rezoned by February 1, 2027 as anticipated by this Purchase Agreement, then this Purchase Agreement is null and void, and Buyer's earnest money shall be returned to Buyer. If the Property is split, the Buyer of the vacant land will be granted an access easement over the minimum portion of the existing driveway necessary to secure a legal driveway under Mifflin Town ordinance. The vacant land will be rezoned to Conservancy zoning, which prohibits improvements or buildings.

4. Seller will provide Buyer a Warranty Deed, an Owner's title policy of insurance, and a gap endorsement, all showing marketable title. Buyer shall take title with all title defects and encumbrances, including easements, rights-of-way, zoning restrictions and limitations, and restrictions imposed by Iowa County, Mifflin Township, or any other governing body.

5. The property is being sold AS IS, WHERE IS, WITH ALL FAULTS. Buyer is responsible for inspection of the property prior to purchase for conditions such as, but not limited to, quality, uses, restrictions, use for specific purposes, water quality, and any environmental

conditions that may affect the quality or value of the property. Buyer is responsible for determining whether property is suitable for intended purpose, whether access can be granted at particular locations, and all other aspects of future use of property. Buyer waives any statutory right to a real estate condition report provided by Seller and all remedies afforded to Buyer because Seller did not provide a real estate condition report.

6. The sale is subject to confirmation by Seller. Buyer has no contingencies. There is no financing contingency. If the sale is approved and the Buyer for any reason fails to complete the purchase, then the Buyer shall be in Default. Upon Default, Buyer shall forfeit the Earnest Money amount to the Seller as liquidated damages for failure to fulfill this Agreement. The liquidated damages shall not constitute an election of remedies or prejudice Seller's right to pursue any and all other remedies against Buyer, including specific performance. Buyer shall reimburse Seller and/or Wilkinson Auction and Realty Co., LLC its actual attorney fees and costs incurred enforcing this Purchase Agreement and Buyer's performance under it.

7. Time is of the essence for all covenants and conditions in this entire agreement.

8. Wilkinson Auction and Realty Co., LLC and its related entities, agents, and employees are acting as Seller's Agents. Neither the Seller nor the Seller's Agents make any representation or warranty whatsoever concerning the total number of acres included or the amount of real estate taxes or special assessments which shall be assessed against the property after the date of this purchase. Neither Seller nor the Seller's Agents make any representation or warranty whatsoever concerning the properties. SELLER AND SELLER'S AGENTS HEREBY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES.

9. This Purchase Agreement, together with the Auction Terms and Conditions, contain the entire agreement and neither party has relied upon any oral or written representations, agreements, or understandings not set forth herein, whether made by Seller, Seller's Agents, Auctioneer, or any other party. This Purchase Agreement shall control with respect to any provisions that conflict with or are inconsistent with any written marketing materials or any announcements made at auction.

Buyer: _____ **Seller:** _____

Pamela A. Day

Buyer: _____