

Objection to Real Property Assessment

To file an appeal on your property assessment, you must provide the Board of Review (BOR) clerk with written or oral notice of your intent, under state law (sec. 70.47(7)(a), Wis. Stats.). You must also complete this entire form and submit it to your municipal clerk. To review the best evidence of property value, see the Wisconsin Department Revenue's [Guide for Property Owners](#).

Complete all sections:

Section 1: Property Owner / Agent Information				* If agent, submit written authorization (Form PA-105) with this form			
Property owner name (on changed assessment notice) OLD WORLD INVESTMENTS LLC				Agent name (if applicable) DAVID OR JACINTA HAINLINE			
Owner mailing address 38 S MAIN ST # 579				Agent mailing address 38 S MAIN ST #579			
City OCONOMOWOC		State WI	Zip 53066	City OCONOMOWOC		State WI	Zip 53066
Owner phone (262) 293- 5100		Email OLDWORLDPM@GMAIL.COM		Owner phone (414) 875- 7548		Email OLDWORLDPM@GMAIL.COM	
Section 2: Assessment Information and Opinion of Value							
Property address 1917 MADERA St				Legal description or parcel no. (on changed assessment notice) 1356.011.000			
City WAUKESHA		State WI	Zip 53189				
Assessment shown on notice - Total \$ 1,245,700				Your opinion of assessed value - Total \$ 855,750			

If this property contains non-market value class acreage, provide your opinion of the taxable value breakdown:

Statutory Class	Acres	\$ Per Acre	Full Taxable Value
Residential total market value			
Commercial total market value			
Agricultural classification: # of tillable acres	@	\$ acre use value	
# of pasture acres	@	\$ acre use value	
# of specialty acres	@	\$ acre use value	
Undeveloped classification # of acres	@	\$ acre @ 50% of market value	
Agricultural forest classification # of acres	@	\$ acre @ 50% of market value	
Forest classification # of acres	@	\$ acre @ market value	
Class 7 "Other" total market value		market value	
Managed forest land acres	@	\$ acre @ 50% of market value	
Managed forest land acres	@	\$ acre @ market value	

Section 3: Reason for Objection and Basis of Estimate	
Reason(s) for your objection: (Attach additional sheets if needed) Appraisal at closing not consistent/income Capitalization method exceeded in reassessment. Annual Appreciated Value far exceeded on reassessment.	Basis for your opinion of assessed value: (Attach additional sheets if needed) Using Current NOI for property / Overall Property Condition and Age/ Using December 15th 2021* appraisal and average annual appreciated value of commercial property in City of Waukesha

Section 4: Other Property Information

- A. Within the last 10 years, did you acquire the property? ☐ Yes ☐ No
If Yes, provide acquisition price \$ 675,000 Date 1-31-2022 ☒ Purchase ☐ Trade ☐ Gift ☐ Inheritance
(mm-dd-yyyy)
- B. Within the last 10 years, did you change this property (ex: remodel, addition)? ☒ Yes ☐ No
If Yes, describe FLOORING REPLACED IN SOME UNITS AND PAINTED INTERIOR OF BUILDING
Date of changes 12-15-2023 Cost of changes \$ 68,000 Does this cost include the value of all labor (including your own)? ☒ Yes ☐ No
(mm-dd-yyyy)
- C. Within the last five years, was this property listed/offered for sale? ☒ Yes ☐ No
If Yes, how long was the property listed (provide dates) 10-1-2021 to 11-20-2021
(mm-dd-yyyy) (mm-dd-yyyy)
Asking price \$ 675,000 List all offers received Two offers/One from Our Group and One Additional Offer
- D. Within the last five years, was this property appraised? ☒ Yes ☐ No
If Yes, provide: Date 12-13-2021 Value 685,000 Purpose of appraisal PURCHASE
(mm-dd-yyyy)
- If this property had more than one appraisal, provide the requested information for each appraisal.

Section 5: BOR Hearing Information

- A. If you are requesting that a BOR member(s) be removed from your hearing, provide the name(s):
Note: This does not apply in first or second class cities.
- B. Provide a reasonable estimate of the amount of time you need at the hearing 20 minutes.

Property owner or Agent signature <i>David Hainline</i>	Date (mm-dd-yyyy) 6-5-2025
--	-------------------------------

PA-1164 (R. 10-22)

Wisconsin Department of Revenue



L&A Appraisal, Inc.

Commercial Real Estate Appraisers

APPRAISAL REPORT

Of The

12-unit Apartment Building

Located At

1917 Madera Street
Waukesha, Waukesha County, Wisconsin



Pertinent dates

Effective Date	December 13, 2021
Date of the Report	December 15, 2021
Inspection Date	December 13, 2021

Prepared for

Landmark Credit Union
2775 South Moorland Road, Suite 200
New Berlin, Wisconsin 53151

L&A Appraisal, Inc.

Commercial Real Estate Appraisers

Robert W. Quam Jr., MAI, ASA, GAA, President
Kelsey L. Bayba
Scott A. Chapko
Paul R. Lindstrom, MAI
www.la-appraisal.com

December 15, 2021

Landmark Credit Union
2775 South Moorland Road, Suite 200
New Berlin, Wisconsin 53151

Re: Old World Investments LLC
1917 Madera Street, Waukesha, Wisconsin

As requested, an appraisal report of the market value of the 12-unit apartment building located at 1917 Madera Street, Waukesha, Wisconsin, has been prepared.

This report describes the method of appraisal, contains data gathered in the investigation and explains the analyses used in arriving at the value opinion. Please refer to the scope of work section to understand the complexity and important facts affecting the value opinion.

It is hereby certified that the property legally described in this report was inspected.

The purpose of this appraisal is to develop a market value opinion of the subject, in fee simple estate interest, including kitchen and laundry appliances, as of the effective date of December 13, 2021. It is **Six Hundred Eighty-Five Thousand Dollars (\$685,000)**, which includes \$6,000 of personal property.

The property is appraised as a whole, owned in fee simple estate and subject to the Contingent and Limiting Conditions outlined herein. This appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, as interpreted by the appraisers.

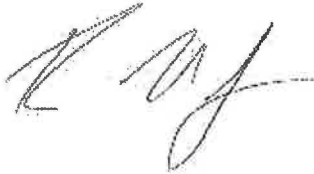
December 15, 2021
Page Two

It is a pleasure to serve you. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Wilkins", with a horizontal line extending from the end.

Daniel T. Wilkins
Wisconsin Certified General Appraiser #1552

A handwritten signature in dark ink, appearing to read "R. Quam, Jr.", with a horizontal line extending from the end.

Robert W. Quam, Jr., MAI, ASA, GAA
Wisconsin Certified General Appraiser #1865
(Review Appraiser)

DTW/RWQ

Enclosures

REPORT

TABLE OF CONTENTS

CERTIFICATION	1
SUMMARY OF SALIENT FACTS AND CONCLUSIONS	3
IDENTIFICATION OF THE SUBJECT	4
SCOPE OF WORK	5
TAX AND ASSESSMENT DATA	9
HISTORY OF THE SUBJECT	10
AREA ANALYSIS	11
CITY ANALYSIS	30
NEIGHBORHOOD INFLUENCES	34
APARTMENT MARKET ANALYSIS	36
PLAT AND AERIAL MAPS	47
PROPERTY DESCRIPTION	49
ZONING ANALYSIS	52
EXPOSURE AND MARKETING TIME	53
HIGHEST AND BEST USE	54
VALUATION METHODOLOGY	57
COST APPROACH	59
SALES COMPARISON APPROACH	60
INCOME APPROACH	71
DEBT COVERAGE RATIO	80
RECONCILIATION AND MARKET VALUE OPINION	81
CONTINGENT AND LIMITING CONDITIONS	83
EXHIBITS	
EXHIBIT A - PHOTOGRAPHS	
EXHIBIT B - DEFINITIONS	
EXHIBIT C – RENT ROLL & OPERATING STATEMENT	
EXHIBIT D – OFFER TO PURCHASE	
EXHIBIT E - FLOODPLAIN MAP	
EXHIBIT F - QUALIFICATIONS AND CERTIFICATIONS	
EXHIBIT G - ENGAGEMENT LETTER	

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* of the Appraisal Foundation.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Robert W. Quam, Jr., MAI, ASA, GAA has completed the requirements of the continuing education program of the Appraisal Institute.
- Daniel T. Wilkins made a personal inspection of the property that is the subject of this report. Robert W. Quam, Jr., MAI, ASA, GAA, has not made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.

Based upon an analysis of the market data, we have developed a market value opinion of the subject, in fee simple estate interest, as of the effective date of December 13, 2021, at **Six Hundred Eighty-Five Thousand Dollars (\$685,000)**, which includes \$6,000 of personal property.



December 15, 2021

Daniel T. Wilkins
Wisconsin Certified General Appraiser #1552



December 15, 2021

Robert W. Quam, Jr., MAI, ASA, GAA
Wisconsin Certified General Appraiser #1865
(Review Appraiser)

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Address	1917 Madera Street, Waukesha, Wisconsin	
Client (Intended User)	Landmark Credit Union	
Buyer/Borrower	Old World Investments LLC	
Owner/Seller	Higbee Investments LLC	
Intended Use of Report	Underwriting a Mortgage Loan	
Property Rights Appraised	Fee Simple Estate	
Present Use	12-unit Apartment Building	
Site Size	20,038 SF, or 0.460 Acres	
Zoning	RM-3, Multi-family Residential District	
Highest and Best Use	As Improved	
Building Size	8,840 SF	
Exposure Time	Four to Seven Months	
Marketing Time	Five to Eight Months	
Potential Gross Income	\$80,640	
Net Operating Income	\$42,905	
Special Conditions	See Scope of Work	
Value Opinions	Cost Approach	Not Applicable
	Sales Comparison Approach	\$685,000
	Income Approach	\$685,000
Market Value Opinion	\$685,000	
Pertinent Dates	Effective Date	December 13, 2021
	Date of the Report	December 15, 2021
	Inspection Date	December 13, 2021
Appraisers	Daniel T. Wilkins	
	Wisconsin Certified General Appraiser #1552	
	Robert W. Quam, Jr., MAI, ASA, GAA	
	Wisconsin Certified General Appraiser #1865 (Review Appraiser)	

IDENTIFICATION OF THE SUBJECT

Property Identification

The subject is a 12-unit apartment building located at 1917 Madera Street, Waukesha, Wisconsin.

Legal Description of the Subject

One legal description of the subject is shown below and was obtained from the Assessor's website.

It is interpreted by the appraiser and is not to be used for legal purposes.

Tax Key 291-1356-011

Lot 11 Blk 17 Sunset Heights Add No 3 Pt NE1/4 & SE1/4 Sec 15 T6N R19EEXC--BEG
W Cor, S48 E 123.08', N36 25 30'W 68.67', N50 30'W 55.85', S42 W 11.35' To Beg Also Pt
LOT12--BEG E Cor, N48 W 79.97', S24'13 E 16.6' To Beg R2187/794 & Doc No4465288,
in the city of Waukesha, county of Waukesha, and the state of Wisconsin

SCOPE OF WORK

Purpose of the Appraisal

The purpose of this appraisal is to develop a market value opinion of the subject, in fee simple estate interest, as of the effective date of December 13, 2021.

Intended Use of the Appraisal

The intended use of the report is for underwriting a mortgage loan.

Intended User of the Appraisal

The intended user of the appraisal is Landmark Credit Union. The buyer/borrower Old World Investments LLC. The owner/seller is Higbee Investments LLC. This report is prepared for the client's intended use only, and cannot be copied or disseminated without consent of the appraisers. It is assumed the client is familiar with the market area of the subject.

Type of Report

This is an appraisal report, as defined by USPAP. Some findings and analyses of the appraisers are summarized in this report. However, the basis of these summaries is included in the appraisers' notes.

Compliance Standards

This appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Standards of Professional Practice and Code of Ethics of the Appraisal Institute, as interpreted by the appraisers.

Property Rights Appraised

This property is appraised in fee simple estate.

Inclusion of Non-Real Estate Items

No personal property, trade fixtures, business/going concern value, or other intangible items are included in the value conclusion, with the exception of kitchen and laundry appliances as described in the report.

Market Value Definition

Market value is defined by the Appraisal Institute, in *The Dictionary of Real Estate Appraisal*, Sixth Edition, 2015, published by the Appraisal Institute, as well as in 12CFR34.42(g); 55 FR 34696, August 24, 1990; as amended at 57 FR 12202, April 9, 1992; 59 FR 29499, June 7, 1994, as follows: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their best interests.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Additional Terms and Definitions

Pertinent terms and definitions that may be used throughout the report are included in the addenda to this report for the reader's reference.

Pertinent Dates

Effective Date	December 13, 2021
Date of the Report	December 15, 2021
Inspection Date	December 13, 2021

Competency

In compliance with the requirements of USPAP, the appraisers have the knowledge and experience to complete the appraisal assignment as requested. We have appraised a number of properties such as the subject's property type in the subject's geographical area and are qualified to appraise the subject. Please see the Qualifications of the appraisers included in the addenda of this report for additional information.

Appraisal Process

- On December 13, 2021, the interior of two units, the common areas, and the exterior of the subject and surrounding area were inspected by Daniel T. Wilkins, with a representative of the owner. It is assumed that the other units are comparable. Robert W. Quam, Jr., MAI, ASA, GAA reviewed the report and the addenda.
- No site survey is provided to the appraisers for review. Data from the city assessor's office was relied upon for the site and building size of the subject.
- A rent roll was provided for review and is included in the addenda of this report. An operating statement was not provided.
- The offer to purchase was provided and is included in the addenda of this report.
- The plat book, floodplain map, and public records, including data from the building, zoning and assessor's offices are reviewed and analyzed.
- The *PwC Real Estate Investor Survey* is used in researching capitalization rates and average marketing times of the subject's property type.
- A survey of multi-unit apartment building rentals, found in the MLS, Rent.com, and in our office files, is researched and analyzed.
- Sales of comparable improved apartment buildings for the past three years in the subject area are researched and analyzed.
- Only the sales comparison and income approaches are applied to the subject in the appraisal of the subject. The cost approach is considered but not applied.

Extraordinary Assumptions

Extraordinary assumption is defined by the *Uniform Standards of Professional Appraisal Practice (USPAP) 2020 – 2021 Edition*, published by the Appraisal Foundation as: "An assumption directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions." Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of the data used in an analysis.

The interior of two units, the common areas, and the exterior of the subject and surrounding area were inspected by Daniel T. Wilkins, with a representative of the owner. This analysis uses the extraordinary assumption that the other units, and any areas not viewed by the appraisers, are comparable.

Hypothetical Conditions

Hypothetical condition is defined by the *Uniform Standards of Professional Appraisal Practice (USPAP) 2020 – 2021 Edition*, published by the Appraisal Foundation as: “A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

This analysis uses no hypothetical conditions.

Environmental Issues

No environmental survey is available for review. Inspection of the site revealed no apparent underground tanks, environmental hazards or toxic wastes. It is assumed that the subject site is not contaminated. It is further assumed that it is unaffected by lead-based paint hazards either on or off the site. However, the appraisers are not environmental experts. Therefore, it is assumed that no adverse environmental conditions affect the subject.

COVID-19

The global outbreak of a “novel coronavirus” known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

TAX AND ASSESSMENT DATA

Real Estate Taxes 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin	
Tax Key Number	291-1356-011
2021 Assessment	
Land	\$89,600
Improvements	<u>\$500,400</u>
Total	\$590,000
2021 Equalization Ratio	87.39%
2021 Equalized Value	\$675,134
2021 Tax Rate	\$20.68
2021 Real Estate Taxes	\$12,201.00
2021 Special Assessments	\$84.00
Estimated Taxes	\$12,406.00

The real estate taxes used throughout this analysis are estimated based on the appraised value and most recent mill rate. This was done as a result of the appraised value being higher than the assessed value. The special assessment is for a fire prevention inspection (\$84.00).

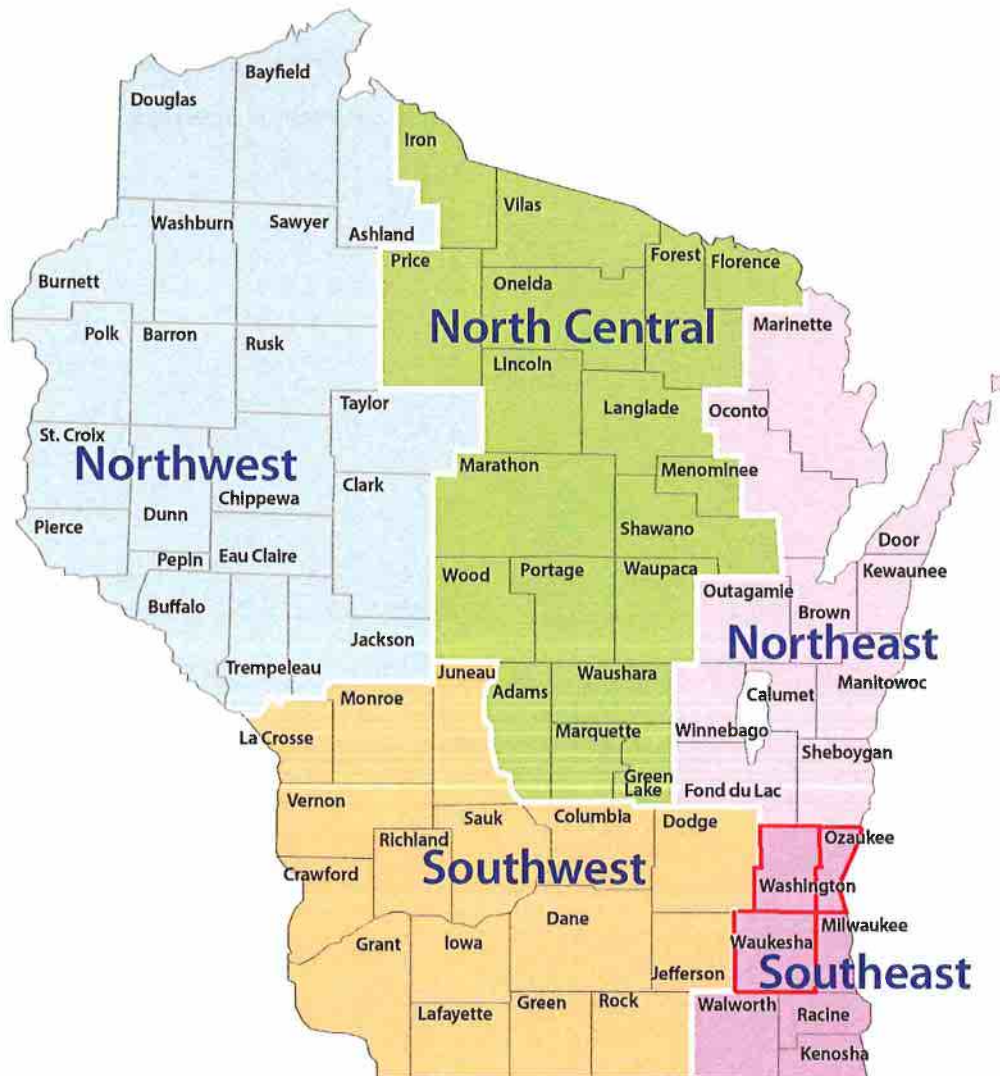
HISTORY OF THE SUBJECT

The subject is pending sale for a total purchase price of \$675,000. The offer to purchase is dated and was accepted November 23, 2021. The buyer/borrower is Old World Investments LLC. The owner/seller is Higbee Investments LLC. The subject was listed at \$675,000 for less than two months with Dick Roberts of Century 21. Jean Mulvaney of Metro Brokers DR Realty is representing the buyer.

There are no other known sales, listings, offers, contracts, or options affecting the subject at this time or in the past three years. Lease data is discussed in the income approach.

AREA ANALYSIS

Waukesha County, Ozaukee County, and Washington County are situated on the western shore of Lake Michigan in southeastern Wisconsin. The three major cities nearby are Milwaukee, Madison and Chicago. Milwaukee is a short commute, Madison is about 1 hour away, and Chicago is about 2 hours away (driving). Besides advantages on location, these counties have various educational resources, industries, and businesses.



Generally, this tri-county area is well above the state's median household income of \$59,209 and median housing value of \$173,600. This area is seen to be slightly higher educated with a lower poverty level. The below organizes this information by county.

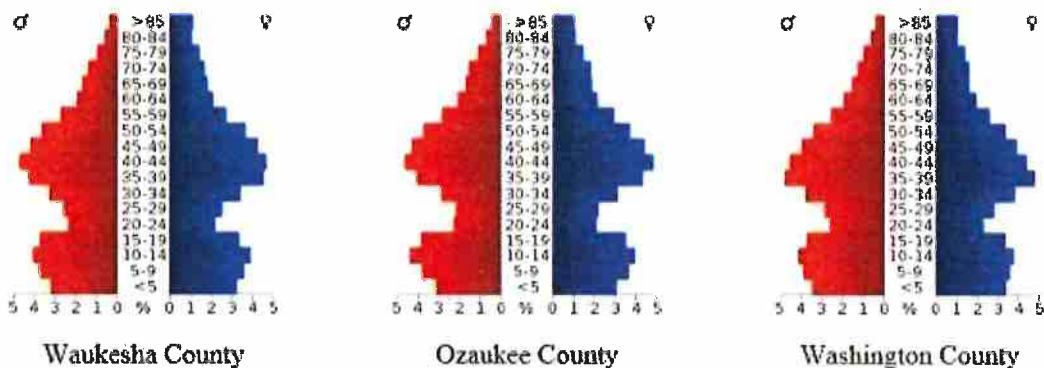
Waukesha County, Wisconsin	Ozaukee County, Wisconsin	Washington County, Wisconsin
2018 Population Estimates 403,072 <i>Source: Vintage 2018 Population Estimates</i>	2018 Population Estimates 89,147 <i>Source: Vintage 2018 Population Estimates</i>	2018 Population Estimates 135,693 <i>Source: Vintage 2018 Population Estimates</i>
Median Household Income \$ 84,331 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Median Household Income \$ 82,807 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Median Household Income \$ 74,062 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>
Persons in poverty, percent 5 % <i>Source: 2018 Small Area Income and Poverty Estimates (SAIPE)</i>	Persons in poverty, percent 4.2 % <i>Source: 2018 Small Area Income and Poverty Estimates (SAIPE)</i>	Persons in poverty, percent 4.5 % <i>Source: 2018 Small Area Income and Poverty Estimates (SAIPE)</i>
Educational Attainment: Percent high school graduate or higher 96.1 % <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Educational Attainment: Percent high school graduate or higher 96.4 % <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Educational Attainment: Percent high school graduate or higher 94.8 % <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>
Persons without health insurance, under age 65 years, percent 3.8 % <i>Source: Source: 2017 Small Area Health Insurance Estimates (SAHIE)</i>	Persons without health insurance, under age 65 years, percent 3.9 % <i>Source: Source: 2017 Small Area Health Insurance Estimates (SAHIE)</i>	Persons without health insurance, under age 65 years, percent 4.2 % <i>Source: Source: 2017 Small Area Health Insurance Estimates (SAHIE)</i>
Median Housing Value \$ 272,100 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Median Housing Value \$ 273,000 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Median Housing Value \$ 225,800 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>
Total Housing Units 164,619 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Total Housing Units 37,216 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Total Housing Units 56,328 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>
Number of Firms 35,566 <i>Source: 2012 Survey of Business Owners: Company Summary</i>	Number of Firms 9,532 <i>Source: 2012 Survey of Business Owners: Company Summary</i>	Number of Firms 10,017 <i>Source: 2012 Survey of Business Owners: Company Summary</i>
Veterans 21,491 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Veterans 4,368 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Veterans 8,241 <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>
Percent of households with a broadband internet subscription 88.8 % <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Percent of households with a broadband internet subscription 86.6 % <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>	Percent of households with a broadband internet subscription 85.0 % <i>Source: 2014-2018 American Community Survey 5-Year Estimates</i>

Population

According to census within the state of Wisconsin, in a July 1, 2019 estimate, there is a total resident population of 5,822,434. In July 2018, the tri-county area estimated there are 627,912 residents within these counties, shown below.

Population	Ozaukee County, Wisconsin	Washington County, Wisconsin	Waukesha County, Wisconsin
Population estimates, July 1, 2019, (V2019)	NA	NA	NA
PEOPLE			
Population			
Population estimates, July 1, 2019, (V2019)	NA	NA	NA
Population estimates, July 1, 2018, (V2018)	89,147	135,693	403,072
Population estimates base, April 1, 2010, (V2019)	NA	NA	NA
Population estimates base, April 1, 2010, (V2018)	86,395	131,885	389,938
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	NA	NA	NA
Population, percent change - April 1, 2010 (estimates base) to July 1, 2018, (V2018)	3.2%	2.9%	3.4%
Population, Census, April 1, 2010	86,395	131,887	389,891








There were 247,311 households, and under 22.0% of them had children under the age of 18 living with them. The counties ranged from 4.9%-6.8% having someone living alone who was 65 years of age or older. The average household size was 2.47. In Waukesha County the age distribution was spread out with 24.1% under the age of 18, 6.8% from 18 to 24, 23.6% from 25 to 44, 31.2% from 45 to 64, and 14.3% who were 65 years of age or older. The median age was 42 years. For every 100 females there were 96.30 males. For every 100 females age 18 and over, there were 93.90 males. Below is the image of age distribution by county.



Housing

There is a total of 249,050 occupied dwelling units in the tri-county area, according to Wisconsin's state estimate for 2017. Of the dwellings not vacant for the 2017 estimate, an average of 76.3% were owner-occupied and 23.7% were renter occupied. The chart below compares the housing cost in the area.

Rental housing affordability analysis based on monthly median incomes and rents (2016)

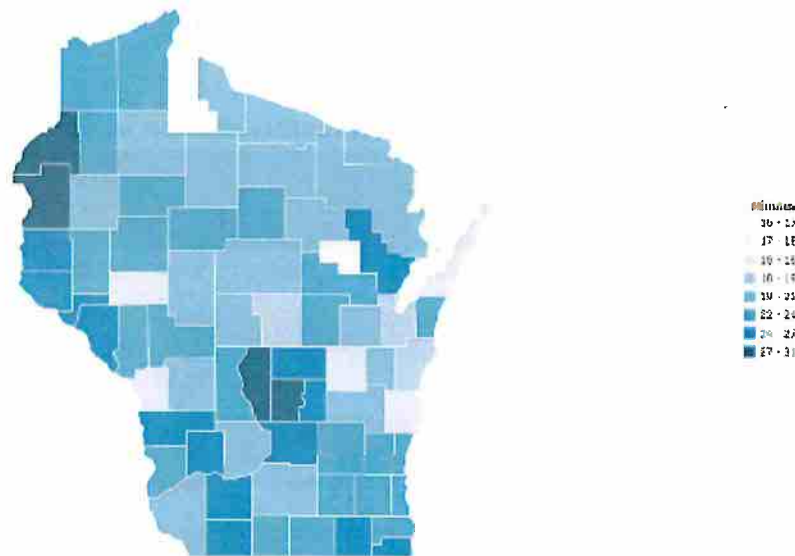
Location	Renter Median Household Income	Median Rent	MAR	Median RTI Gap ^{2,4}	
Milwaukee County	\$ 2,631	\$834	\$789	-\$45	
Racine County	\$2,635	\$831	\$790	-\$41	
Waukesha County	\$3,683	\$976	\$1,105	\$129	
Ozaukee County	\$3,147	\$907	\$944	\$37	
Washington County	\$3,319	\$858	\$996	\$138	
Dane County	\$3,372	\$975	\$1,012	\$37	
Wisconsin	\$ 2,820	\$802	\$846	\$44	

*MAR is the median maximum affordable rent based on a 30% RTI.

** Source: Wisconsin Policy Forum analysis of difference between the median rent and MAR based on U.S. Census data. A red sign means the MAR is below the median rent. Yellow means the MAR is less than \$100 above the median rent. Green means the MAR is more than \$100 above the median rent.

Transportation

According to the United States Census Bureau, the average one-way commute time to work is 22.4 minutes.



(The Average Commute Graph in WI)

One popular way of commute is a carpool with other people through Lyft or Uber. The Milwaukee County bus line also covers limited areas of Ozaukee County.

There are a few construction projects ongoing and/or planned. The West Waukesha Bypass in Waukesha County is to provide a roadway facility on the west side of the City of Waukesha to safely and efficiently accommodate existing and future traffic volumes. To better accommodate the flow of traffic, segments of the existing roadway will be expanded from two lanes to four. This project will provide a link around the city by connecting I-94 and WIS 59. The I-41 Rehabilitation Projects Waukesha and Washington Counties include several projects which entail a 22-mile resurfacing project from the I-41/US 45 split to the Dodge County Line (which includes cable barrier and guardrail installation), as well as performing preventative maintenance to five structures throughout Waukesha and Washington County. The WIS 60 Rehabilitation in Ozaukee and Washington Counties will resurface approximately 7 miles of WIS 60 from Eagle Drive to WIS 181 in Ozaukee and Washington Counties. A roundabout will also be constructed at the intersection of County Y and WIS 60.

Education

The largest public-school districts in the area are the Waukesha School District, the Mequon-Thiensville School District, and the West Bend School District. Large private high schools include St Anthony School of Milwaukee, Messmer Catholic Schools, Marquette University High School, University School in Milwaukee, Atlas Preparatory Academy, and Catholic Memorial High School in Waukesha. There are many options for college education in the area as well including the University of Wisconsin – Milwaukee, Marquette University, Milwaukee School of Engineering, Milwaukee Area Technical College, and Concordia University as some of the most popular choices.

At least 58% percent of the Ozaukee's, 41.8% of Washington's, and 45.9% of Waukesha's population over the age of 25 has some type of college degree, all above the state average of 41.3%. Another 17.6-23.7% of the population over 25 has some college education but has not completed a degree, comparable to the state average.

Employment and Industry

According to the report by December 2019, the employment situation in the area basically remained the same. The employment rate trivially increased by the end of 2019, which demonstrates a positive trend in the employment rate and fits the decrease in the unemployment trade.

Labor Force and Employment Estimates December 2019

STATEWIDE LABOR FORCE

	SEASONALLY ADJUSTED					NOT SEASONALLY ADJUSTED				
	PRELIM Dec-19	FINAL Nov-19	YEAR AGO Dec-18	NET CHANGE OVER 1-Month	1-Year	PRELIM Dec-19	FINAL Nov-19	YEAR AGO Dec-18	NET CHANGE OVER 1-Month	1-Year
Labor Force	3,120,000	3,121,000	3,125,500	-5,500	-5,500	3,091,100	3,162,400	3,105,600	-11,300	-15,500
Employment	3,044,000	3,016,500	3,032,000	-2,200	-17,400	2,992,500	3,011,500	3,019,900	-19,000	-27,400
Unemployment	105,500	104,400	93,500	1,100	11,900	98,600	90,900	85,700	7,700	11,900
Unemployment Rate	3.4%	3.3%	3.0%	0.1%	0.4%	3.2%	2.9%	2.8%	0.3%	0.4%
US Unemployment Rate	3.5%	3.5%	3.9%	0.0%	-0.4%	3.4%	3.3%	3.7%	0.1%	-0.3%
Labor Force Participation Rate	67.4%	67.1%	67.5%	-0.1%	-0.5%	66.4%	66.7%	67.1%	-0.3%	-0.7%
US Labor Force Participation Rate	63.2%	63.2%	63.8%	0.0%	0.2%	63.0%	63.2%	62.8%	-0.2%	0.2%

Source: Local Area Unemployment Statistics (LAUS)

MSA EMPLOYMENT

	SEASONALLY ADJUSTED					NOT SEASONALLY ADJUSTED				
	PRELIM Dec-19	FINAL Nov-19	YEAR AGO Dec-18	NET CHANGE OVER 1-Month	1-Year	PRELIM Dec-19	FINAL Nov-19	YEAR AGO Dec-18	NET CHANGE OVER 1-Month	1-Year
Statewide	2,991,500	2,981,700	2,934,500	8,600	7,000	2,999,300	3,006,000	2,987,900	-8,700	21,400
Appleton	125,600	125,700	125,300	100	500	125,600	126,600	125,600	-600	400
Eau Claire	87,600	87,600	87,700	200	100	88,400	88,900	88,200	-500	200
Fond du Lac	49,200	49,100	49,100	100	100	49,300	49,600	49,300	-300	100
Green Bay	185,000	184,500	183,200	100	1,800	185,700	186,600	183,500	-900	2,200
Janesville	71,100	71,200	70,500	-200	600	71,000	71,700	70,300	-700	700
La Crosse	80,500	80,500	79,200	-100	1,300	81,400	82,100	80,100	-700	1,300
Madison	408,300	408,300	404,100	1,000	5,200	413,300	414,500	407,300	-1,200	6,000
Milwaukee-W.O.W.	686,500	685,500	678,500	3,000	10,400	690,100	693,000	678,100	-2,900	12,000
Oshkosh-Neenah	98,700	98,500	98,400	100	300	99,400	99,600	99,000	-200	400
Racine	78,800	78,700	78,800	100	0	78,800	79,100	79,000	-500	-100
Sheboygan	64,400	64,400	63,400	0	1,000	64,100	64,400	63,200	-300	900
Wausau	74,200	74,200	73,200	0	1,000	74,300	74,600	73,900	100	1,000

Source: Current Employment Statistics (CES)

In the Milwaukee – W.O.W (Waukesha, Ozaukee, Washington Counties) row in the second chart, we could see an increase in the employment change within the year, despite a decrease within the month. The overall trend still shows the tread of rising employment. From the two local unemployment charts below, the unemployment in the Milwaukee area remained almost the same at the end of 2019, which states that the job situation in the area is relatively stable.

Local Unemployment Rates
December 2019

CITIES

Alphabetical Order

CITY	Dec-19 RANK	Nov-19 RANK	Dec-19 RATE	Nov-19 RATE	Dec-18 RATE	CITY	Dec-19 RANK	Nov-19 RANK	Dec-19 RATE	Nov-19 RATE	Dec-18 RATE
Appleton	17	12	2.9	2.7	2.8	Milwaukee	30	32	3.9	4.1	3.5
Beloit	30	30	3.9	3.9	3.4	Mount Pleasant	25	23	3.4	3.3	2.8
Brookfield	4	6	2.5	2.6	2.3	Neenah	14	16	2.8	2.8	2.4
Caledonia	24	25	3.3	3.5	2.8	New Berlin	9	16	2.7	2.8	2.5
De Pere	9	6	2.7	2.6	2.4	Oak Creek	6	12	2.6	2.7	2.4
Fitchburg	3	1	2.3	2.1	2.0	Oshkosh	9	12	2.7	2.7	2.4
Fond du Lac	14	6	2.8	2.6	2.5	Racine	33	33	4.5	4.6	4
Franklin	20	16	3.0	2.8	2.6	Sheboygan	17	20	2.9	2.9	2.5
Green Bay	22	21	3.2	3.4	2.9	Stevens Point	17	12	2.9	2.7	2.7
Greenfield	22	24	3.2	3.4	2.9	Sun Prairie	2	3	2.2	2.3	2
Janesville	26	28	3.5	3.6	2.9	Waukesha	9	6	2.7	2.6	2.4
Kenosha	29	31	3.8	4.0	3.4	Wausau	21	22	3.1	3.1	2.6
Madison	1	1	2	2.1	2	Wauwatosa	4	6	2.5	2.6	2.5
Menomonee Falls	9	6	2.7	2.6	2.3	West Bend	6	16	2.6	2.8	2.6

Local Unemployment Rates
December 2019

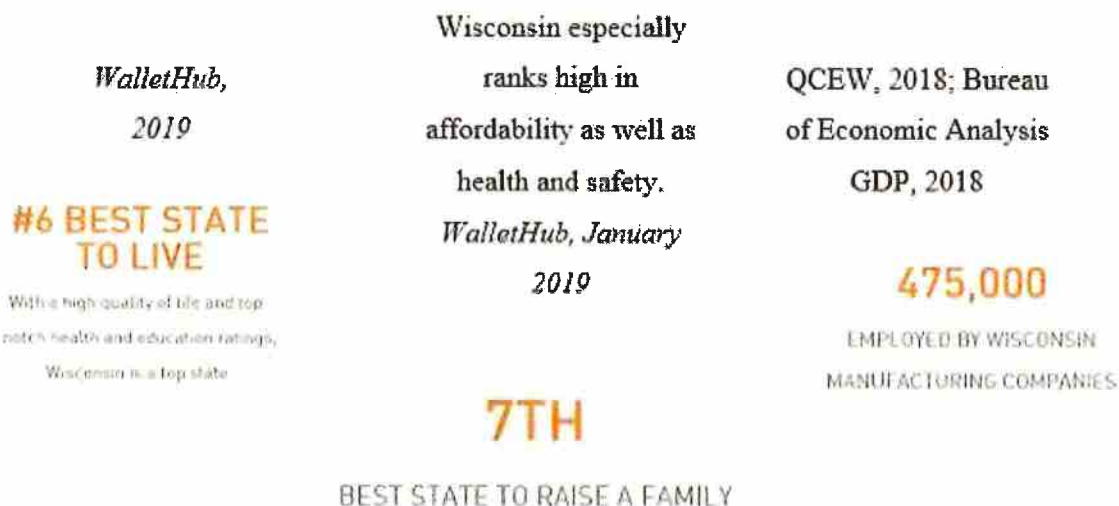
COUNTIES

Ascending Order

COUNTY	Dec-19 RATE	Nov-19 RATE	Dec-18 RATE	COUNTY	Dec-19 RATE	Nov-19 RATE	Dec-18 RATE
Dane	2.1	2.1	2.0	Winnebago	2.8	2.7	2.4
Ozaukee	2.5	2.5	2.2	Jefferson	2.9	2.6	2.6
Washington	2.5	2.5	2.3	Columbia	3.0	2.6	2.5
Calumet	2.6	2.5	2.3	Dodge	3.0	2.7	2.4
Sheboygan	2.6	2.6	2.3	Walworth	3.0	2.8	2.7
Waukesha	2.6	2.6	2.4	Portage	3.2	2.6	2.8
Iowa	2.7	2.2	2.5	Rock	3.5	3.4	2.9
Green	2.7	2.4	2.2	Kenosha	3.6	3.6	3.2
Fond du Lac	2.7	2.5	2.4	Milwaukee	3.6	3.7	3.2
Marathon	2.7	2.5	2.4	Wood	3.7	3.2	3.2
Outagamie	2.8	2.5	2.7	Lincoln	3.8	3.2	2.9
Brown	2.8	2.7	2.5	Racine	3.8	3.7	3.3

Major companies headquartered in the area include Froedtert Health and the Medical College of Wisconsin, Aurora Health Care, Northwestern Mutual, Rockwell Automation, GE Healthcare Technologies, Ascension Healthcare, Roundy's, WEC Energy Group, Quad/Graphics, Inc., and

Kohl's Department Stores. These companies and their supporting businesses, as well as the many other large and small companies operating in the area provide for stability as a business community, as well as providing employment for the population.



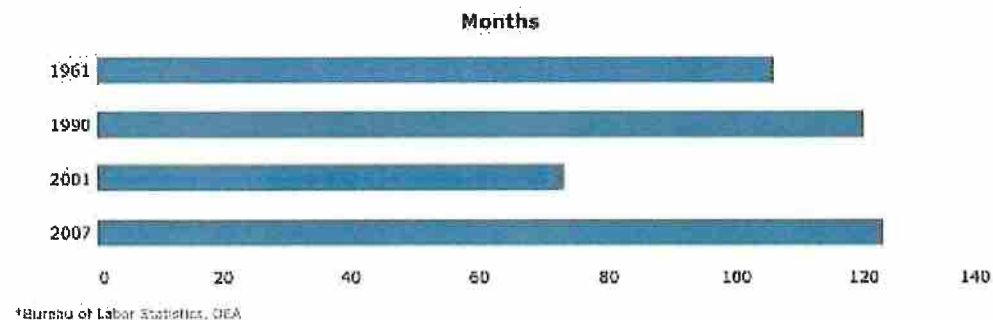
County Workforce Profile

2019 Wisconsin Overview

The county workforce profiles provide snapshots of the labor market for each of the 72 Wisconsin counties. In addition to a static PDF version, each county profile will be available as an interactive document in which the reader can do additional manipulation of some tables. The profiles begin with an overview of the entire state's labor market outlook. From there, the profiles highlight the respective labor market with analyses of the current and projected population and labor force, community patterns, industries, occupations, and wages. We conclude each profile with an examination of the impact of automation on the county's workforce.

Record Economic Expansion

The economic expansion is now the longest on record. This current expansion surpassed the previous mark of 120 months set in the 1991-2001 stretch in June 2019. What has been good for the country has been good for Wisconsin and most other states.



Wisconsin's workforce and employment numbers have attained new highs. Employment exceeded the 3 million mark in the summer of 2016. Wisconsin jobs reached new highs in 2019 with not-seasonally adjusted, total non-farm jobs breaking through 3 million at 3.026 million in June 2019. The state's unemployment rate has reached lows not seen since at least 1976, 2.8% in the months of April and May of 2019. New unemployment rate lows were also recorded for the U.S. as a whole at 3.6%. Thirty of 72 Wisconsin counties reached new job highs in the last two years. Thirty state counties hit new unemployment rate lows. Initial and continued unemployment insurance claims have been tracking at 40-year lows over the past three years.

Given that new records are being set largely across the board for expansion longevity, employment highs, and unemployment lows, the question turns to when will the trends reverse.

Economic expansions don't die of old age. Expansions are usually curtailed by decreasing jobs, spending, investments, inflation, or interest rate pressures. Decreasing jobs lead to lower incomes that result in less consumption, which is the driving force in the U.S. economy. Employment numbers are not good indicators of pending recessions. In fact, they are a lagging indicator of economic downturns and recoveries.



What's next in the short-run?

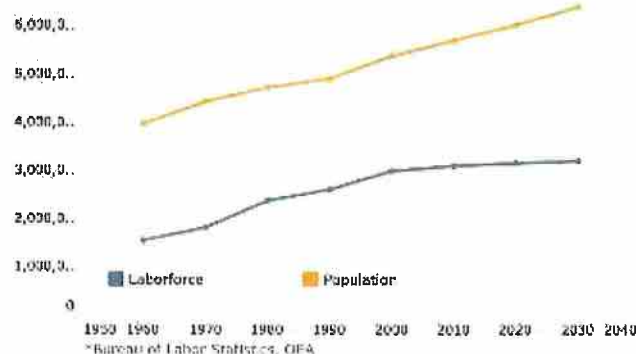
As this is being written in November 2019, job numbers are still climbing, earnings and income are rising, retail sales are expanding, debt-to-income ratio is low, and inflation is subdued at about 2%. Housing sales are relatively flat, vehicle sales have leveled off, and some European countries' economies are sagging. The primary unknown at the moment is the status of tariff and trade policy on the North American countries' trade agreement and trade with China. The uncertainty is dampening capital investment, injecting volatility in the equity markets, and causing household cogitation.

What are the long-run influences?

The primary long-term challenge facing Wisconsin's economic future is its workforce quantity. The demographic situation facing the state, other upper Midwest states, and most western state economies will advance unaltered in the coming decades. The number of retiring baby boomers nearly match the influx of new workers, resulting in a slow growing workforce that is constraining employers' abilities across industries to secure talent. Many businesses report the lack of available workers have hindered expansion and, in some cases, even curtailed their ability to meet current product orders.

Wisconsin Population and Labor Force

The blue-line, orange-line graph to the right portrays the labor force facing Wisconsin and other upper-Midwest states. While Wisconsin's population will continue to grow over the next 20 years, the workforce faces serious constraints. The curve began to flatten in 2008 as the first baby boomers (those born in 1946) reached age 62 and began to leave the workforce.



Baby boomers continue to exit the workforce in great numbers. However, the labor force participation rates for workers over 55 years of age have risen significantly. The need or want to remain in the workforce has assisted in staving off more severe worker shortages.

Our analysis shows a marked decrease in per capita personal income growth in the coming decades. The consequences for shared tax burden will be real and require new policy discussions about the social contract for infrastructure and government services.

One of the remedies for labor scarcity and increased productivity is the incorporation of labor-saving technology in the workplace. As such, not only does Wisconsin have a quantity challenge, the state must also make all available workers technologically savvy. The propensity for automation varies by occupation, but routine activities are the most susceptible to displacement.

To summarize, the state needs to find every body it can and get everybody trained up to their maximum potential.



Waukesha County Population and Demographics

With over 400,000 residents, Waukesha County is the third most populous county in Wisconsin. The county seat, City of Waukesha, is the largest municipality in the county. The chart below displays the population and population change among the largest municipalities. All 10 municipalities grew between 2010 and 2018. The overall county growth rate of 2.96% was slower than the nation (6.09%) but outpaced statewide growth (2.27%). The Village of Menomonee Falls witnessed the largest increase with a net total of 1,948 new residents. The City of Pewaukee grew at the fastest rate among the top 10 municipalities (9.41%). A common linking the two communities is the interstate access. Pewaukee has a unique feature with its lake and public beach located in its downtown area. Pewaukee Lake is the furthest east among the many bodies of water in Waukesha County's popular "Lake Country."

10 Most Populous Municipalities in County

	2010 Census	2018 Final Estimate C	Numeric Change	Percent Change
Waukesha, City	70,718	71,731	1,013	1.43%
New Berlin, City	39,584	40,349	765	1.93%
Brookfield, City	37,920	39,323	1,403	3.70%
Menomonee Falls, Village	35,626	37,574	1,948	5.47%
Muskego, City	24,135	24,812	677	2.81%
Oconomowoc, City	15,759	16,869	1,130	7.17%
Pewaukee, City	13,195	14,436	1,241	9.41%
Sussex, Village	10,518	11,114	596	5.67%
Liben, Town	10,157	10,369	212	2.09%
Hartland, Village	9,110	9,293	183	2.01%
Waukesha County	389,891	401,446	11,555	2.96%
United States	308,400,408	327,167,434	18,767,026	6.09%
Wisconsin	5,685,896	5,816,231	129,245	2.27%

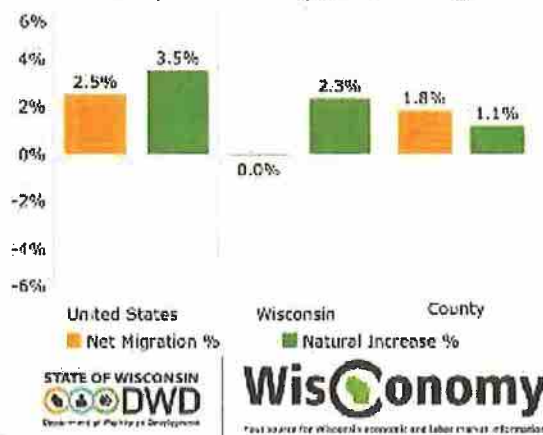
Source: Demographic Services Center, Wisconsin Department of Administration

Components of Change

Population change can be broken into net migration (those moving into the county minus those leaving) and natural increase (births minus deaths). Waukesha County measured a 1.8% increase through net migration, which has an immediate impact on the county's labor force. The county also gained population through a natural increase, which is largely a function of age. Waukesha County has a higher median age than the state (43.1 years vs 39.2 years). However, the county is young enough to still expect a positive natural increase. As a rough estimate, counties with a median age under 44.2 years old can expect a positive natural increase.

4 Source: Demographic Services Center, Wisconsin Department of Administration

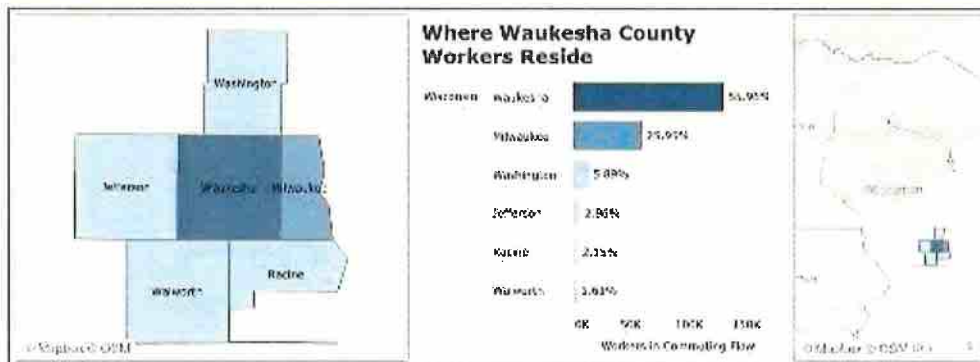
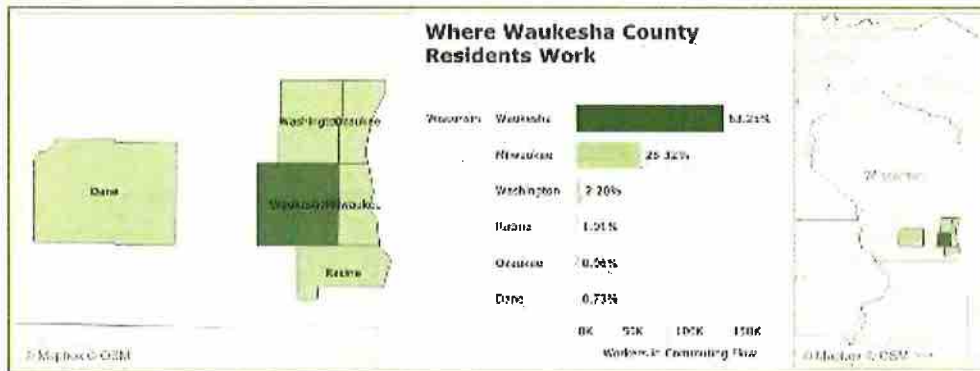
Components of Population Change



Waukesha County Worker Commute

Residents Work

About one out of every three employed Waukesha County residents works outside of the county. The map below shows the top five work destinations among these residents. The majority of residents commuting outside of the county travel east down the I-94 corridor, with more than 58,000 residents working in Milwaukee County. The average commuting time is slightly shorter than the national average (24 minutes vs. 26.4 minutes).



Workers Reside

Almost 44% of Waukesha County workers live in a different county, with more than a quarter of the total workforce coming from Milwaukee County. Waukesha County actually pulls slightly more workers from Milwaukee County (60,353) than it sends (58,271). Workers traveling from Milwaukee County to Waukesha County tend to have lower paying jobs than workers that travel from Waukesha County to Milwaukee County.

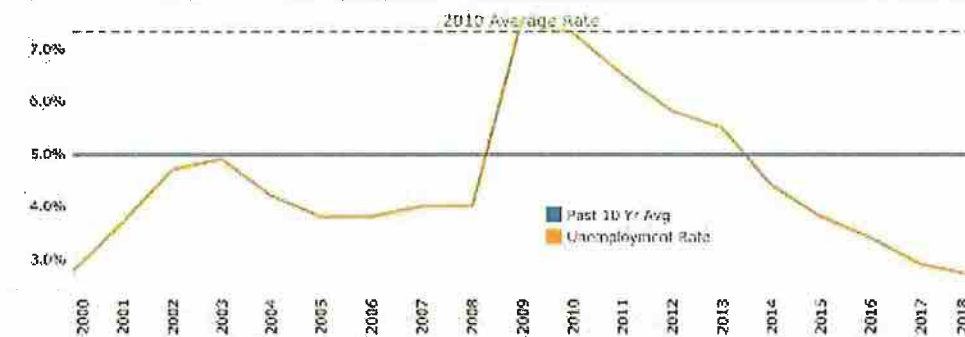
Source: 2011-2015 5-Year American Community Survey Commuting Flows, US Census Bureau



Labor Force Dynamics

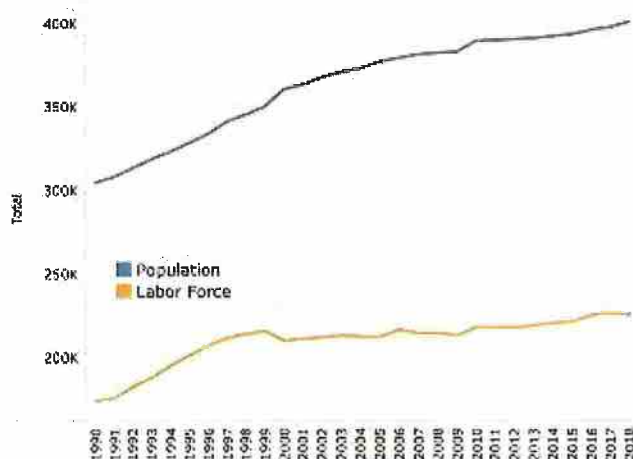
The unemployment rate represents the proportion of residents that do not have a job but are actively seeking work as a share of the total labor force. The Waukesha County unemployment rate reached a high of 7.5% in 2009 following the Great Recession and declined to a low of 2.7% in 2018. The steady decline in this important measure is consistent with both the nation and the state. The national unemployment rate peaked at 9.6% in 2010 and declined to 3.9% by 2018. Wisconsin's rate hit 8.7% and has since declined to 3.0%. Low unemployment rates signify a tight labor market, which means employers have difficulty finding available workers. Due to the tight labor market, employers must find ways to attract workers who are marginally attached to the labor force as well as address barriers to employment that may deter otherwise qualified candidates.

Waukesha County Unemployment Rates - Not Seasonally Adjusted



Source: Local Area Unemployment Statistics, Bureau of Labor Statistics

Population and Labor Force



Source: Local Area Unemployment Statistics, Bureau of Labor Statistics and Wisconsin Department of Administration

Waukesha County Labor Force Components

Two factors influence the size of the labor force. The first is the size of the working age population. The primary way to improve this in the short term is by increasing net migration. The second influencing factor is the labor force participation rate (LFPR). The LFPR faces downward pressure due to an aging population. Wisconsin's LFPR is holding steady at around 85% for residents between 25 and 54 years old. LFPR starts to decline at around 55 years old and declines sharply after participants turn age 60.



**Industry Employment and Wages
2018 Employment and Wage Distribution by Industry
Waukesha County**



The table above displays both employment and payroll by industry sector as a percent of total employment in the county. These data are based on the location of the employer, which means it includes the workers who commute from outside of the county. The Trade, Transportation, and Utilities sector had the highest share of employment (20.07%). The Manufacturing sector was just behind with 17.48% of employment but had the largest share of payroll (21.25%).

One way of identifying key industry drivers in a local economy is by comparing it to a larger reference economy. Waukesha County has a particularly high concentration of employment in the Manufacturing sector when compared to the United States. The county's employment share in this sector is about double that of the nation. Waukesha County is particularly strong in the sectors of Machinery Manufacturing, Fabricated Metal Product Manufacturing, Printing and Related Support Activities, and Electrical Equipment, Appliance, and Component Manufacturing. All four sub-sectors employ more than 4,000 workers.

2018 Average Annual Wage by Industry

	Wisconsin Average Annual Wage	County Average Annual Wage	2018 % Wisconsin	1-Year % Change*
Trade, Transportation, Utilities	\$41,901	\$47,601	113.6%	0.5%
Public Administration	\$47,859	\$47,426	99.1%	0.6%
Professional & Business Services	\$60,729	\$68,744	113.2%	3.3%
Other services	\$30,674	\$37,105	121.0%	1.9%
Natural Resources	\$39,444	\$49,055	124.4%	-1.6%
Manufacturing	\$58,348	\$68,372	117.0%	-0.2%
Leisure & Hospitality	\$18,757	\$16,703	89.1%	-2.5%
Information	\$73,577	\$97,118	132.0%	0.5%
Financial Activities	\$71,474	\$79,528	111.3%	1.5%
Education & Health	\$49,185	\$49,411	100.5%	0.6%
Construction	\$61,309	\$63,364	112.0%	0.9%
All Industries	\$48,891	\$56,252	115.1%	1.4%

Source: WI DWD, Labor Market Information, Q1 19, June 2019
*Difference in the 2018 rates of Wisconsin and the 2017 rates of Wisconsin

The county pays higher wages per worker compared to the rest of the state. The Information sector paid the highest average wage at \$97,118 per worker in 2018. However, this industry makes up a small part of the county's total employment (1.93%). The Construction sector added the highest number of total workers over the year. Trade, Transportation, and Utilities along with the Manufacturing were the two largest sectors. There was little change in average wages in these sectors over the year.



**Industry Employment Projections
WOW WDA - Industry Projections 2016-2026
Washington, Ozaukee, and Waukesha Counties**

Industry	2016 Employment	Projected 2026 Employment	Employment Change	Percent Change
Total All Industries	363,595	395,297	31,702	8.7%
Natural Resources and Mining	2,240	2,452	212	9.5%
Construction	18,398	20,412	2,014	10.9%
Manufacturing	66,452	65,176	-1,276	-1.9%
Trade, Transportation, and Utilities	67,309	72,181	4,872	7.2%
Information	5,729	5,855	126	2.2%
Financial Activities	21,430	23,572	2,142	10.0%
Professional and Business Services	44,614	51,493	6,879	15.4%
Education and Health Services	64,413	73,469	9,056	14.1%
Leisure and Hospitality	30,917	35,421	4,504	14.6%
Other Services (except Government)	19,742	21,155	1,413	7.2%
Public Administration	10,669	11,085	416	3.9%
Self Employed and Unpaid Family Workers	11,682	13,026	1,344	11.5%

Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, December 2015

While studying past trends is useful, DWD also produces projections of industry and occupation employment into the future. Wisconsin is split in 11 Workforce Development Areas (WDAs) and projections are updated every two years. Waukesha County is part of the WOW WDA, which also includes Washington and Ozaukee counties. New for the 2016-2026 projections, the Bureau of Labor Statistics (BLS) has changed the methodology to better project the workforce of the dynamic new economy in which a worker will likely have many occupations in a lifetime. The workforce is constantly evolving. Workers leave an occupation for reasons other than retirement or death, such as changing careers, promotions, or completing retraining programs. The new BLS "separations" methodology accounts for these different types of job changes (i.e. job growth, job exits, job transfers). The Occupation Employment Projections discussion on the next page reviews the impact of this revision.

Regional employment is expected to grow by 8.7% over the 10-year period, or almost 32,000 workers. For the purposes of comparison, statewide employment is projected to grow by 6.8% during the same timeframe. Growth is expected in almost all industries. Manufacturing is the exception as a modest decline is expected. The industry projections shown here forecast levels of filled positions rather than demand. This illustrates the issues associated with the aging population. While growth in the labor force is slowing and, in some counties, declining, job growth is expected to continue. The aging population will increase the need for replacements. Employers may have trouble finding replacement workers even if overall employment in the industry declines. As a result, businesses that are already having difficulty filling job openings vacated by retirees will also strain to fill new openings. This could restrict job growth by limiting businesses' ability to expand. Solutions to these problems will differ for each business but will likely include a combination of developing a talent pipeline such as Wisconsin Fast Forward training grants or business alliances aimed at marketing specific careers; increasing focus on talent attraction and retention; engaging under-utilized workforces; increasing automation; and retaining retirees in non-conventional work arrangements.



**Occupational Employment Projections
WOW WDA - Occupation Projections 2016-2026
Washington, Ozaukee, and Waukesha Counties**

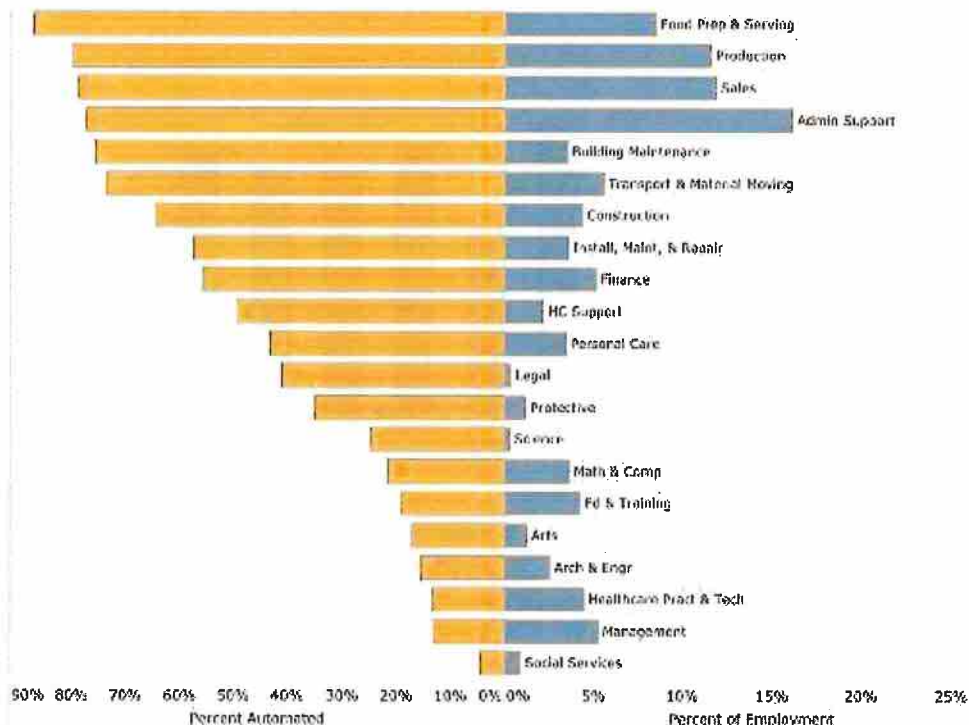
Occupation Title	2016 Employment	2026 Projected Employment	Occupational Openings	Percent Change (2016-2026)	<div> <div></div> Growth <div></div> Labor Force Exits <div></div> Occupational Transfers </div>
Total, All	363,620	395,300	44,690	8.7%	
Management	19,800	22,350	1,880	12.9%	
Business and Financial Operations	20,340	22,980	2,170	14.7%	
Computer and Mathematical	11,220	13,720	1,060	22.3%	
Architecture and Engineering	6,320	6,810	650	6.3%	
Life, Physical, and Social Science	1,720	1,940	180	12.8%	
Community and Social Service	3,350	4,040	470	20.6%	
Legal					
Education, Training, and Library	19,170	20,150	1,810	5.1%	
Arts, Design, Entertainment, Sports, and Media	5,470	5,710	590	4.4%	
Healthcare Practitioners and Technical	16,470	19,180	1,190	16.5%	
Healthcare Support	7,280	8,820	1,060	21.2%	
Protective Service	4,680	4,950	640	5.8%	
Food Preparation and Serving Related	29,500	33,830	5,820	14.7%	
Building and Grounds Cleaning and Maintenance	11,360	12,990	1,630	8.6%	
Personal Care and Service	16,090	19,470	2,900	21.0%	
Sales and Related	38,400	41,600	5,390	8.3%	
Office and Administrative Support	54,210	56,100	6,430	3.5%	
Farming, Fishing, and Forestry					
Construction and Extraction	16,530	17,570	1,830	9.6%	
Installation, Maintenance, and Repair	12,700	13,660	1,330	7.6%	
Production	42,490	40,940	4,430	-3.6%	
Transportation and Material Moving	21,820	23,310	2,910	6.8%	

Source: Official Economic Outlook, Wisconsin Department of Workforce Development, December 2014

While industry projections have their uses, a more functional approach is projected occupational need. Occupational projections are separated into three categories: growth, labor force exits, and occupational transfers. Retirement will be a key driver in the "labor force exits" category. While actual retirement age varies among individuals, age 65 can be used as a rough proxy for expected retirement. We are approximately at the half way point of baby boomers retiring. Occupational transfers can include workers that advance in careers or make lateral movements into different occupations. As a general rule, a higher need for replacements due to transfers can be expected in lower paying occupations.

An examination of projected occupational employment reveals a higher need for replacements than filling new positions due to growth. Occupational transfers and labor force exits make up over 90% of projected annual openings. Facing the challenges of an aging baby boomer population, an increased importance must be placed on the availability and skill sets of young workers entering the region's workforce. While the total need is comparatively small, the Architecture and Engineering occupation category stands out as the fastest growing field. Jobs in this group are typically high paying, and growth in this area would bring additional income and spending power into the region.

Automation Exposure by Occupation Group for WOW WDA Washington, Ozaukee, and Waukesha Counties



Source: The Future of Employment: How Societal and Jobs to Computerization, C.B. Rose and Michael D. Bonta, September 12, 2013, Global Future School, University of Illinois, 2013.

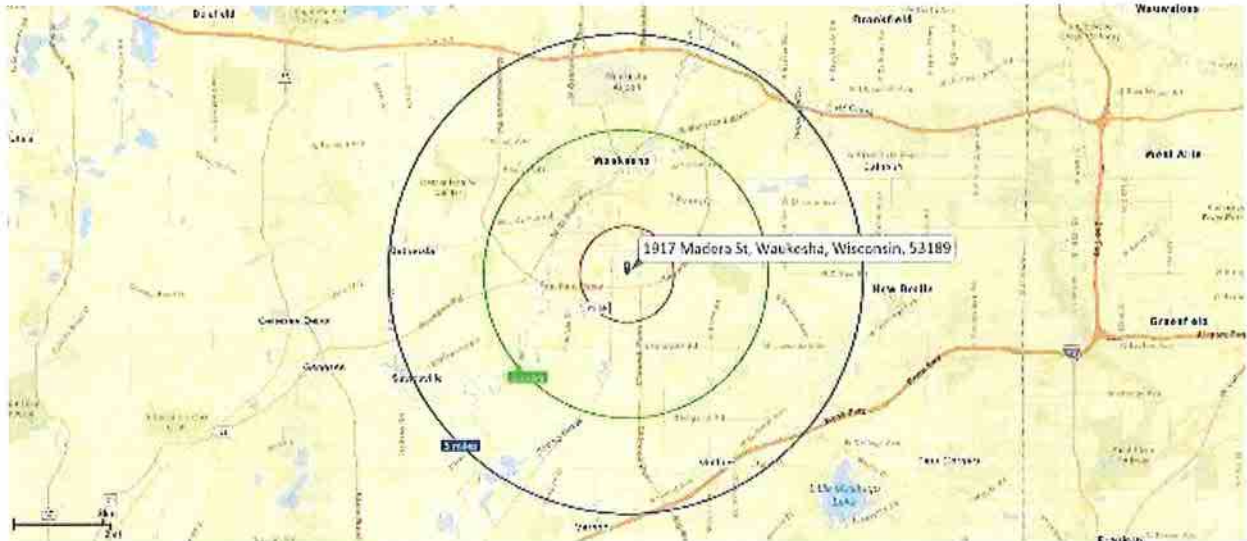
The table above compares the propensity for automation to the current level of employment in each occupational category. The occupation groups with relatively low percent automated tend to require more non-routine work. The skillsets required to do many of these jobs (such as interacting with the environment, creativity, problem solving, and working with others) render them less exposed to automation, at least as technology stands now. The area of concern tends to be those occupations at the top of the graph. These occupations generally do not require a high degree of manual dexterity, problem solving, creativity, or adaptation. A high share of the tasks currently performed by workers in these occupations have the potential to be automated. One of the more disruptive and possibly unexpected occupation group on the list is Transportation and Materials Moving. These occupations are impacted by the growth of self-driving vehicles and highly automated warehouses.

While replacing jobs in a number of areas, automation will also create new jobs in other areas. The challenge is that the new jobs will not be in the same area or require the same skills as the jobs that are replaced. The ability of the workforce to adapt to these rapid changes and the new occupations they will bring will be essential to continued economic progress going forward.



CITY ANALYSIS

The following pages include demographic data on the one-, three-, and five-mile radii surrounding the subject. A map of the area is included below.



The subject is located in an immediate area with population growth from 2010 to 2021 and similar projections for 2021 to 2026. The median household income in the one-mile radius is lower than the three- and five-mile radii. Demographic details are provided on the following pages.



Demographic and Income Profile

1917 Madera St, Waukesha, Wisconsin, 53189
Ring: 1 mile radius

Prepared by Esri
Latitude: 42.98118
Longitude: -88.23746

Summary	Census 2010	2021	2026			
Population	6,690	6,778	6,811			
Households	2,687	2,712	2,728			
Families	1,806	1,788	1,792			
Average Household Size	2.47	2.48	2.48			
Owner Occupied Housing Units	1,536	1,541	1,596			
Renter Occupied Housing Units	1,151	1,171	1,132			
Median Age	32.4	34.2	34.0			
Trends: 2021-2026 Annual Rate	Area	State	National			
Population	0.10%	0.41%	0.71%			
Households	0.12%	0.48%	0.71%			
Families	0.04%	0.39%	0.64%			
Owner HHs	0.70%	0.69%	0.91%			
Median Household Income	1.97%	2.32%	2.41%			
Households by Income	Number	Percent	Number	Percent		
<\$15,000	261	9.6%	219	8.0%		
\$15,000 - \$24,999	264	9.7%	237	8.7%		
\$25,000 - \$34,999	136	5.0%	131	4.8%		
\$35,000 - \$49,999	253	9.3%	233	8.5%		
\$50,000 - \$74,999	641	23.6%	604	22.1%		
\$75,000 - \$99,999	427	15.7%	446	16.3%		
\$100,000 - \$149,999	548	20.2%	637	23.4%		
\$150,000 - \$199,999	130	4.8%	164	6.0%		
\$200,000+	52	1.9%	56	2.1%		
Median Household Income	\$64,814	\$71,462				
Average Household Income	\$74,532	\$82,484				
Per Capita Income	\$28,317	\$31,375				
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	590	8.8%	524	7.7%	534	7.6%
5 - 9	564	8.4%	496	7.3%	488	7.2%
10 - 14	472	7.1%	496	7.3%	481	7.1%
15 - 19	423	6.3%	454	6.7%	449	6.6%
20 - 24	434	6.5%	476	7.0%	508	7.5%
25 - 34	1,149	17.2%	1,018	15.0%	1,044	15.3%
35 - 44	918	13.7%	965	14.2%	907	13.3%
45 - 54	851	12.7%	753	11.1%	787	11.6%
55 - 64	715	10.7%	741	10.9%	670	9.8%
65 - 74	309	4.6%	553	8.2%	585	8.6%
75 - 84	196	2.9%	216	3.2%	278	4.1%
85+	70	1.0%	84	1.2%	80	1.2%

Data Notes: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.

December 13, 2021

12/13/2021

Page 5 of 6



Demographic and Income Profile

1917 Madera St, Waukesha, Wisconsin, 53189
Ring: 3 mile radius

Prepared by Esri
Latitude: 42.98119
Longitude: -88.23346

Summary	Census 2010	2021	2026			
Population	56,403	58,027	58,887			
Households	22,093	23,075	23,514			
Families	13,928	14,151	14,326			
Average Household Size	2.44	2.41	2.40			
Owner Occupied Housing Units	13,127	13,505	14,003			
Renter Occupied Housing Units	8,966	9,570	9,511			
Median Age	34.6	36.8	37.3			
Trends: 2021-2026 Annual Rate	Area	State	National			
Population	0.29%	0.41%	0.71%			
Households	0.38%	0.48%	0.71%			
Families	0.25%	0.39%	0.64%			
Owner HHs	0.73%	0.69%	0.91%			
Median Household Income	2.12%	2.32%	2.41%			
		2021	2026			
Households by Income	Number	Percent	Number	Percent		
<\$15,000	2,105	9.1%	1,821	7.7%		
\$15,000 - \$24,999	2,145	9.3%	1,883	8.0%		
\$25,000 - \$34,999	1,552	6.7%	1,302	5.9%		
\$35,000 - \$49,999	2,654	11.5%	2,571	10.9%		
\$50,000 - \$74,999	4,397	19.1%	4,408	18.7%		
\$75,000 - \$99,999	3,105	13.5%	3,208	13.6%		
\$100,000 - \$149,999	4,195	18.2%	4,778	20.3%		
\$150,000 - \$199,999	1,872	8.1%	2,323	9.9%		
\$200,000+	1,044	4.5%	1,140	4.8%		
Median Household Income	\$65,349		\$72,562			
Average Household Income	\$82,814		\$91,746			
Per Capita Income	\$33,093		\$36,799			
		Census 2010	2021	2026		
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	3,910	6.9%	3,554	6.1%	3,637	6.2%
5 - 9	3,868	6.9%	3,507	6.0%	3,475	5.9%
10 - 14	3,575	6.3%	3,569	6.2%	3,448	5.9%
15 - 19	4,144	7.3%	4,064	7.0%	3,989	6.8%
20 - 24	4,525	8.0%	4,532	7.8%	4,686	8.0%
25 - 34	6,540	15.1%	8,352	14.4%	8,421	14.3%
35 - 44	7,534	13.4%	7,858	13.5%	7,723	13.1%
45 - 54	8,103	14.4%	6,867	11.8%	7,104	12.1%
55 - 64	6,365	11.3%	6,985	12.0%	6,462	11.0%
65 - 74	3,036	5.4%	5,260	9.1%	5,538	9.4%
75 - 84	1,874	3.3%	2,380	4.1%	3,250	5.5%
85+	930	1.6%	1,101	1.9%	1,155	2.0%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.

December 13, 2021

< 2021 >

Page 2 of 6



Demographic and Income Profile

1917 Madera St, Waukesha, Wisconsin, 53189
Ring: 5 mile radius

Prepared by Esri
Latitude: 42.98119
Longitude: -88.23246

Summary	Census 2010	2021	2026				
Population	92,260	95,533	97,241				
Households	36,527	38,401	39,233				
Families	23,968	24,673	25,094				
Average Household Size	2.45	2.42	2.41				
Owner Occupied Housing Units	23,779	24,644	25,552				
Renter Occupied Housing Units	12,748	13,757	13,680				
Median Age	37.0	39.1	39.9				
Trends: 2021-2026 Annual Rate	Area	State	National				
Population	0.36%	0.41%	0.71%				
Households	0.43%	0.48%	0.71%				
Families	0.34%	0.39%	0.64%				
Owner HUs	0.73%	0.69%	0.91%				
Median Household Income	1.80%	2.32%	2.41%				
Households by Income	Number	2021	2026				
	Percent	Percent	Percent				
	<\$15,000	2,746	2,352	6.0%			
	\$15,000 - \$24,999	3,141	2,722	6.9%			
	\$25,000 - \$34,999	2,473	2,180	5.6%			
	\$35,000 - \$49,999	4,016	3,814	9.7%			
	\$50,000 - \$74,999	6,902	6,740	17.2%			
	\$75,000 - \$99,999	5,492	5,594	14.3%			
	\$100,000 - \$149,999	7,683	8,747	22.3%			
	\$150,000 - \$199,999	3,550	4,456	11.4%			
\$200,000 +	2,396	2,626	6.7%				
Median Household Income	\$74,597	\$81,555					
Average Household Income	\$91,924	\$101,885					
Per Capita Income	\$37,159	\$41,335					
Population by Age	Census 2010		2021		2026		
	Number	Percent	Number	Percent	Number	Percent	
	0 - 4	5,969	6.5%	5,439	5.7%	5,563	5.7%
	5 - 9	6,040	6.5%	5,523	5.8%	5,452	5.6%
	10 - 14	5,782	6.3%	5,846	6.1%	5,608	5.8%
	15 - 19	6,270	6.8%	6,156	6.4%	6,121	6.3%
	20 - 24	6,374	6.9%	6,462	6.8%	6,666	6.9%
	25 - 34	13,335	14.5%	12,934	13.5%	13,070	13.4%
	35 - 44	12,154	13.2%	12,811	13.4%	12,750	13.1%
	45 - 54	14,020	15.2%	11,580	12.1%	11,884	12.2%
	55 - 64	11,220	12.2%	12,488	13.1%	11,411	11.7%
	65 - 74	5,846	6.3%	9,612	10.1%	10,366	10.7%
	75 - 84	3,669	4.0%	4,723	4.9%	6,256	6.4%
	85+	1,582	1.7%	1,939	2.0%	2,094	2.2%

Data Notes: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.

December 13, 2021

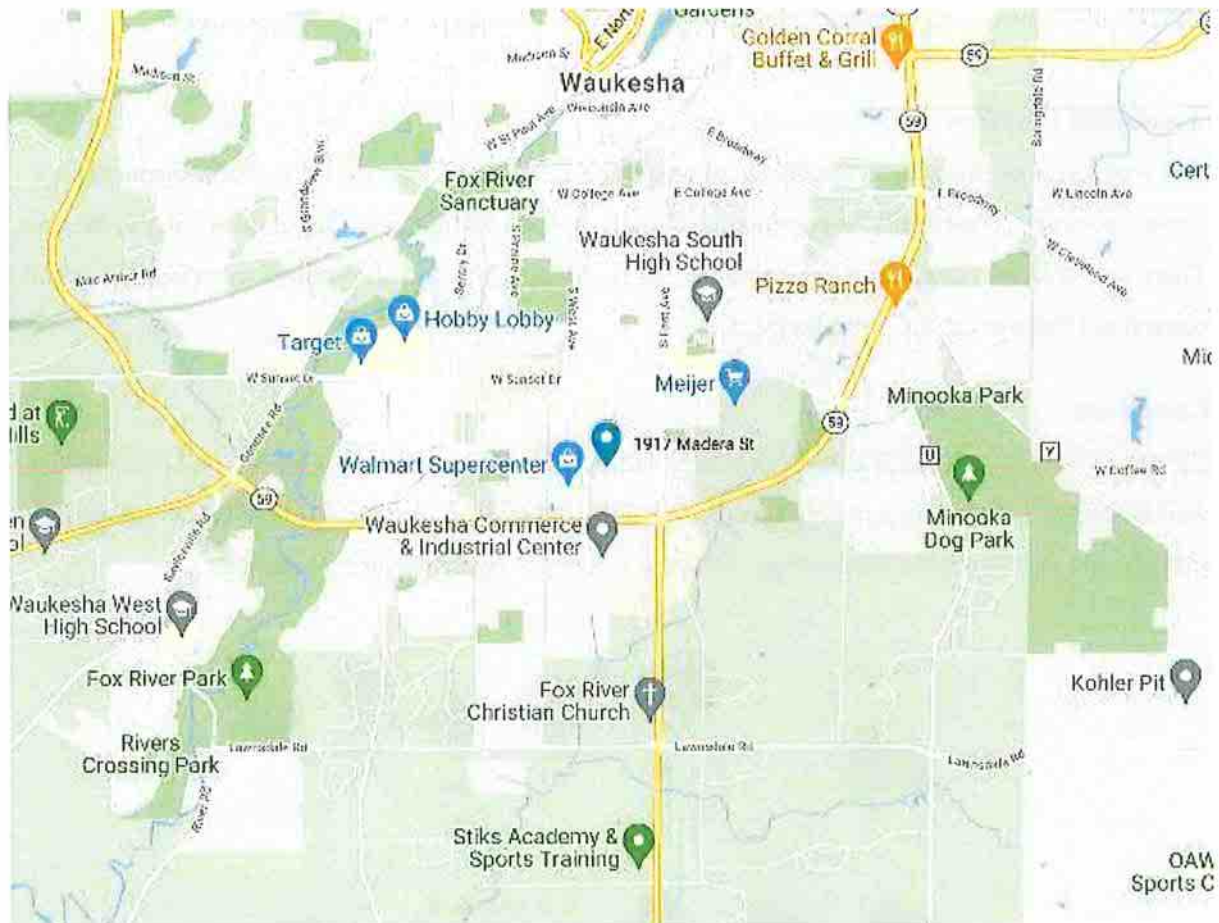
Page 1 of 1

Page 1 of 1

NEIGHBORHOOD INFLUENCES

Location

The neighborhood is located in the city of Waukesha.



Boundaries

Neighborhood boundaries are:

North	West Sunset Drive
South	Lawndale Road
West	Genesee Road
East	South East Avenue

Land Use

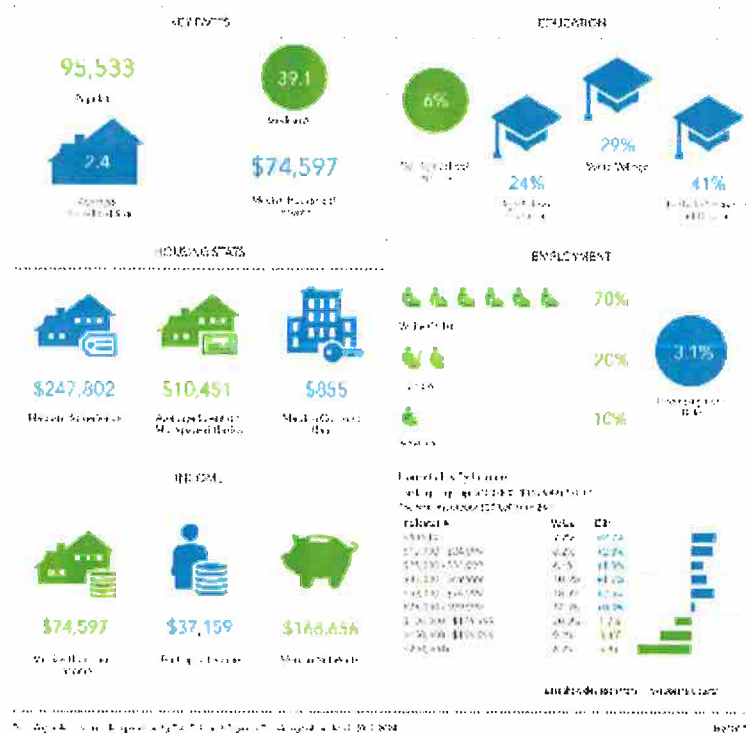
The majority of the market area includes average quality one- and two-family homes, multi-family properties, and scattered commercial uses. There is adequate commercial development along arterials extending throughout the neighborhood. The subject area has been consistently average for many years, and has few issues with vacancy. Neighboring uses are residential along Madera Street.

Access and Linkages

The area has good freeway accessibility as well as sufficient traffic patterns. Public transportation serves the area. Availability of commercial activity is good with neighborhood needs met in the area. There is a sufficient commercial development in the area. There are all types of schools and amenities convenient throughout the neighborhood.

Conclusion

The subject neighborhood is a popular area of average maintained homes. Utilities and conveniences as well as employment are adequately served. It is fully developed; turnover and collection losses are average and vacancy rates are average. Demand is average for both sales and rentals.



APARTMENT MARKET ANALYSIS

Overview

Eastern Waukesha County Multi-Family

12 Mo. Delivered Units	12 Mo. Absorption Units	Vacancy Rate	12 Mo. Asking Rent Growth
453	885	1.6%	8.2%

Following resurgent activity in 2018 and 2019 in which construction, leasing, and sales saw substantial growth, Eastern Waukesha County experienced a significant slowdown in overall activity throughout most of 2020 as new supply and demand fell to seven-year lows and investor activity was limited. Since the start of the new year, renter activity has picked up thanks to the delivery of several new developments, but lease-up periods continue to remain drawn out compared to pre-pandemic stabilization rates. Even as new developments experience longer lease-up periods, overall submarket vacancies continue to compress further into record low territory. Vacancies fell below 3% in 21Q2 for the first time since 2013 and are projected to continue trending downward into 2022.

While the pandemic led to a notable softening of rent growth and a significant contraction in overall investment activity in 2020, the new year has brought renewed optimism as both rents and investment activity start to

pick up. After falling to below 1% annual growth in 20Q2, the lowest quarterly rate since late 2011, landlords are pushing rents at record rates, fueled by demand for larger unit types. Additionally, investors are again targeting more notable assets, with the \$24.1 million acquisition of the 139-unit Jade at North Hills in 21Q1 being the largest sale since 2017.

Overall, the general affordability of the Milwaukee market as well as the rather conservative approach to new development here has helped stabilize rents during a tumultuous period. While many peer metros saw substantial declines in asking rents, submarkets in Milwaukee, on average, continued to see positive gains. This resiliency will help Eastern Waukesha County weather future economic downturns and will help strengthen its long-term outlook, especially as investors seek out smaller, more stable, and higher yielding markets.

KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	3,142	2.7%	\$1,680	\$1,673	17	0	617
3 Star	10,212	1.4%	\$1,291	\$1,286	110	0	24
1 & 2 Star	2,052	1.0%	\$845	\$844	2	0	0
Submarket	15,406	1.6%	\$1,336	\$1,332	129	0	671
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-2.9%	4.4%	2.4%	7.0%	2003 Q3	1.6%	2021 Q4
Absorption Units	885	180	405	814	2021 Q3	(129)	2003 Q2
Delivered Units	453	175	300	735	2016 Q2	0	2020 Q3
Demolished Units	0	0	2	0	2021 Q3	0	2021 Q3
Asking Rent Growth (YOY)	8.2%	1.6%	3.6%	8.1%	2021 Q4	-2.5%	2009 Q4
Effective Rent Growth (YOY)	8.6%	1.6%	3.6%	8.6%	2021 Q4	-2.5%	2009 Q4
Sales Volume	\$54.9M	\$27.7M	N/A	\$75.3M	2017 Q1	\$865K	2010 Q1

Vacancy

Eastern Waukesha County Multi-Family

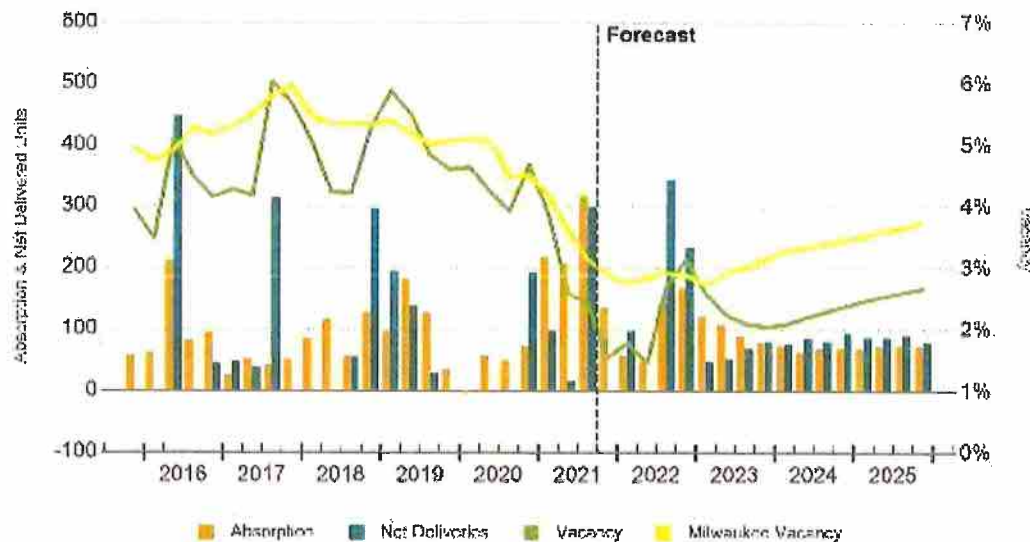
With the bulk of inventory in the submarket still consisting of older, mid-grade properties, demand is strongly tied to new supply which has been heavily concentrated in the 4 & 5 Star property segment. Large spikes in vacancy can be attributed to the deliveries of these new higher-end and luxury units, with stabilization typically occurring within one year. This results in widely varying vacancy rates between mid-grade and more luxury assets. 3 Star properties have maintained vacancy rates between 3-4% over the past decade and the current rate of 1.4% aligns closely with this historic average. Meanwhile, 4 & 5 Star vacancies have been volatile over the last decade. Prior to the expansion at the start of 2014, vacancies here were below 4% but heightened levels of new supply have pushed vacancies in this segment as high as 18% at times. Currently, 4 & 5 Star vacancies remain above pre-expansion levels at 2.7% but this rate represents a sharp contraction since peaking at more than 10% in 20Q4.

Longer lease-up periods observed over the past several quarters is the result of weakened absorption, but this started even before the onset of the pandemic. Between 19Q4 and 20Q4, Eastern Waukesha County averaged fewer than 50 units absorbed per quarter, the lowest period of demand witnessed since construction activity

picked up in 2014. So although stabilization rates have typically been reached within one year throughout much of the past decade, the most recent spurt of development seen in late 2018 and early 2019 caused a spike in vacancies that didn't subside until late 2020, roughly two years later.

The lull of new supply additions seen throughout most of 2020 helped prevent additional supply side pressure on vacancies during a period of weakened demand, but lease-up periods for new developments remain slower than pre-pandemic levels despite comparatively limited new competition. While new developments such as the 192-unit Linx Club at Brookfield Hills and the 99-unit Artisan at Georgetown Square have resulted in an uptick in renter activity, these developments are not enjoying the stabilization periods seen in the submarket prior to the pandemic. Additionally, these developments are lagging behind new deliveries in the urban core that are typically seeing stabilization rates within six months. New supply additions throughout the remainder of the year will continue to test renter appetite for new and primarily luxury-oriented new developments, but overall vacancies are projected to remain low and demand is anticipated to remain positive for the foreseeable future.

ABSORPTION, NET DELIVERIES & VACANCY



Rent

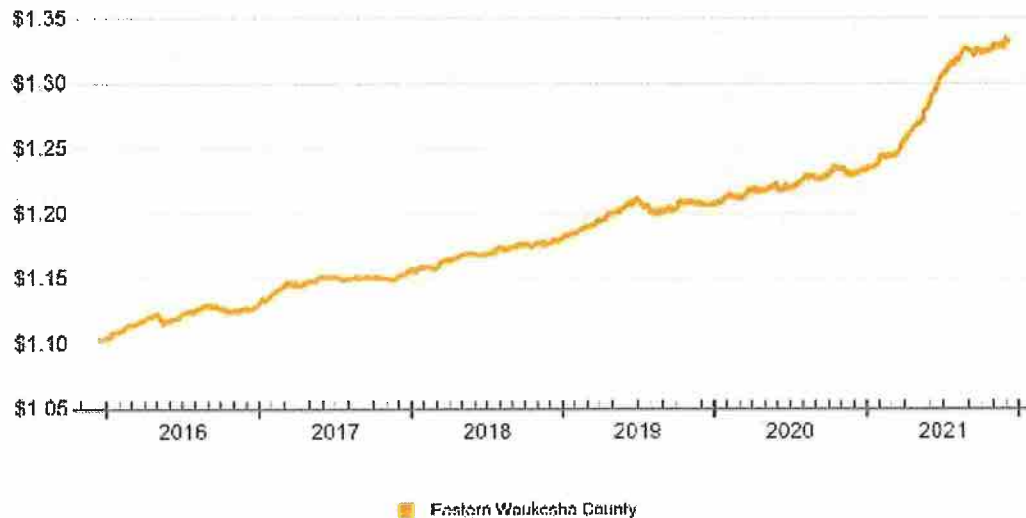
Eastern Waukesha County Multi-Family

Rent growth in the submarket has largely been in lock-step with the market average over the past few years, averaging about 2% prior to the pandemic. Average annual growth softened early in 20Q2 as headwinds generated by the pandemic put downward pressure on rents, but the simultaneous contraction in new supply additions during this time helped prevent more significant contractions. Since the start of the new year, rents have been climbing in Eastern Waukesha County and annual rent growth of 6.5% in 21Q2 was the highest on record and one of the highest rates in the metro. Fueled by demand for larger unit types, rents continue to climb higher, pushing current annual rent growth in the submarket to 8.2%.

With the majority of new supply during this most recent expansion being in the 4 & 5 Star property segment,

rents have struggled to grow in this segment and are currently averaging -1.3% annual growth in the fourth quarter. Heightened levels of new supply have resulted in elevated vacancies in this segment of 2.7% that continue to put downward pressure on rents. Rents in this segment average around \$1,680/month, well above the market average of \$1,340/month. New luxury construction commands even higher premiums, but softened demand for this product type in the submarket has contributed to delayed lease up periods and weaker rent growth in the 4 & 5 Star segment. Delivered in 20Q4, the 192-unit Linx Club at Brookfield Hills has average asking rents of more than \$1,900/month, a 20% premium over peer properties. However, lease-up of this community remains slow despite attractive concession offerings.

DAILY ASKING RENT PER SF



Construction

Eastern Waukesha County Multi-Family

Eastern Waukesha County has been one of the more active submarkets in the metro, with more than 2,800 units delivered since construction activity picked up in 2014. This 23% inventory expansion accounts for one of the largest expansions in the metro over this period. But new development has waned over the past few years from a peak of more than 900 units under construction in 18Q2 to just 300 units under construction throughout most of 2019 and 2020. Meanwhile, continued growth in Downtown Milwaukee during this time has resulted in Eastern Waukesha County losing its place as the second largest submarket in Milwaukee. More recently, construction picked up with a series of new groundbreakings in late 2020, extending the current wave of construction, but the roughly 670 units currently underway still reflect comparatively muted overall activity.

The pandemic has directly had an impact on construction activity, with at least one major project being put on hold. The 186-unit Reserve at Waukesha, a luxury development located in Downtown Waukesha, hit a roadblock after a primary investor backed out of the project early on in the pandemic. Still, other projects have pushed through, such as the 192-unit Linx Club at Brookfield Hills, which delivered in 20Q4, and several others that broke ground later in the year anticipating pent up demand in 2021.

Most notably, the 264-unit Rock Pointe Village broke ground in the Village of Lannon in 20Q3 and delivered in 21Q3. The town-home style development boasts luxury-

style amenities but at more affordable rates than similar new developments. Developer Sawall Development, which typically develops luxury housing, intends to target Rock Pointe Village to a broader range of renters by offering a wider variety of units with pared-down finishes to maintain more affordable rents, with one-bedroom rents of \$1,300/month coming in slightly over the one-bedroom market average of \$1,100/month.

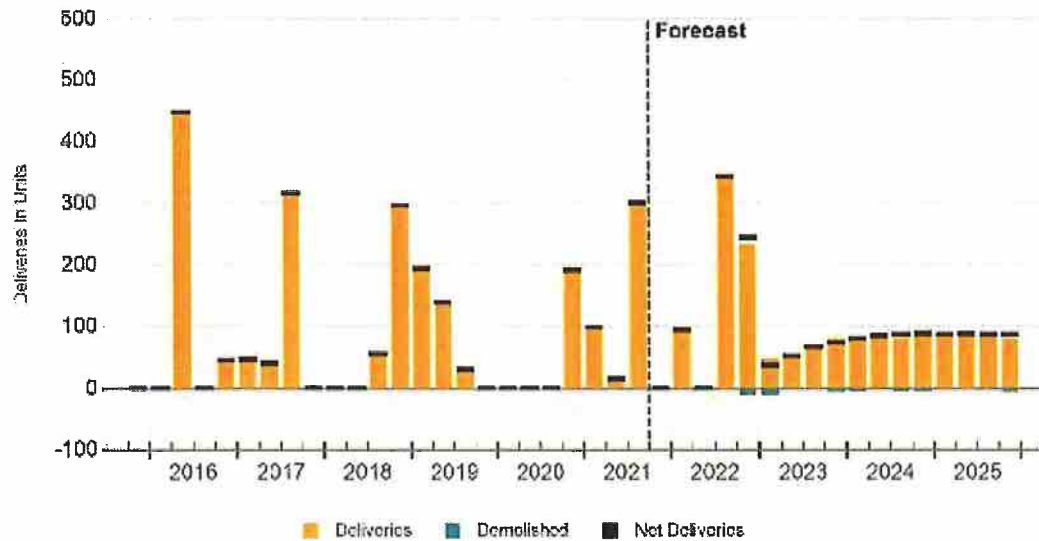
Located in Menomonee Falls, the 170-unit Tamarack Springs also broke ground near the end of 2020 and is delivering in phases starting in 21Q3. The sprawling community consists of in-demand 2 and 3-bedroom units spread across 28 garden-style buildings and features ample amenities including a clubhouse, pool, pet spa, and a maker's room.

Looking ahead, new construction will test the appetite for new inventory in the submarket, especially in the 4 & 5 Star segment. The Linx Club at Brookfield Hills, which delivered in 20Q4, was still roughly 30% vacant by the end of 21Q2. Additionally, the 194-unit Brookfield Reserve, which delivered in 19Q1, was still nearly 15% vacant by the end of 21Q2, well over two years after delivering. In addition to these projects, current proposals include the 114-unit St. Paul Apartments in downtown Waukesha and the 174-unit luxury Village at Fox River mixed-use development located at the corner of Highway 59 and Saylesville Rd. The nearly 280 units in total could be an added strain on already elevated vacancies among 4 & 5 Star units.

Construction

Eastern Waukesha County Multi-Family

DELIVERIES & DEMOLITIONS

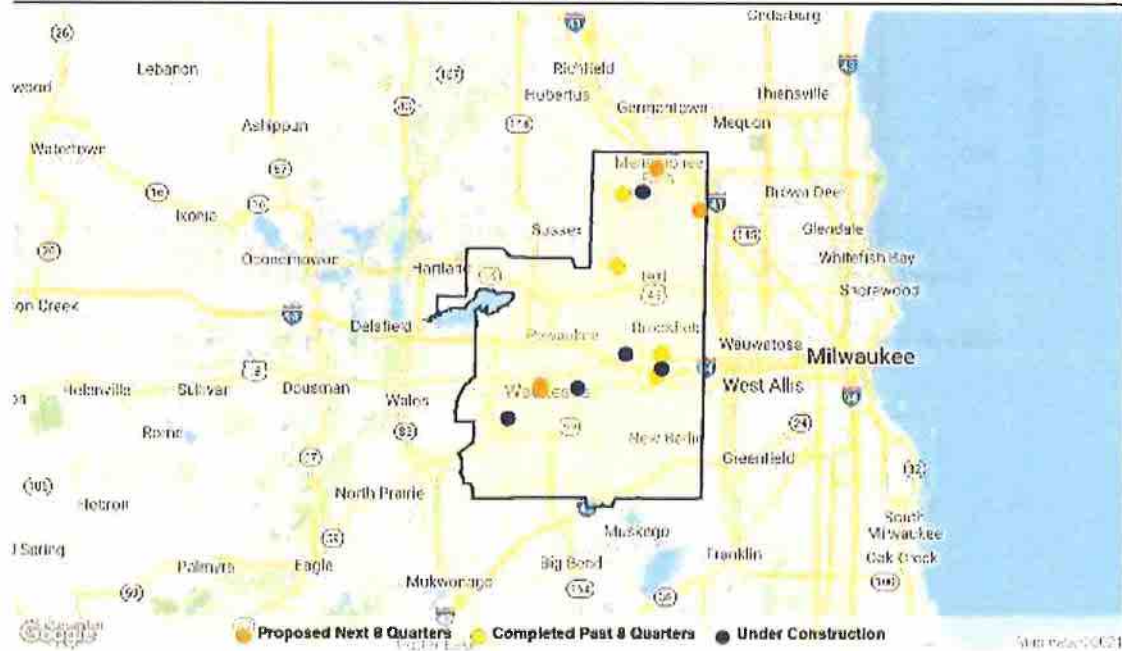


Construction

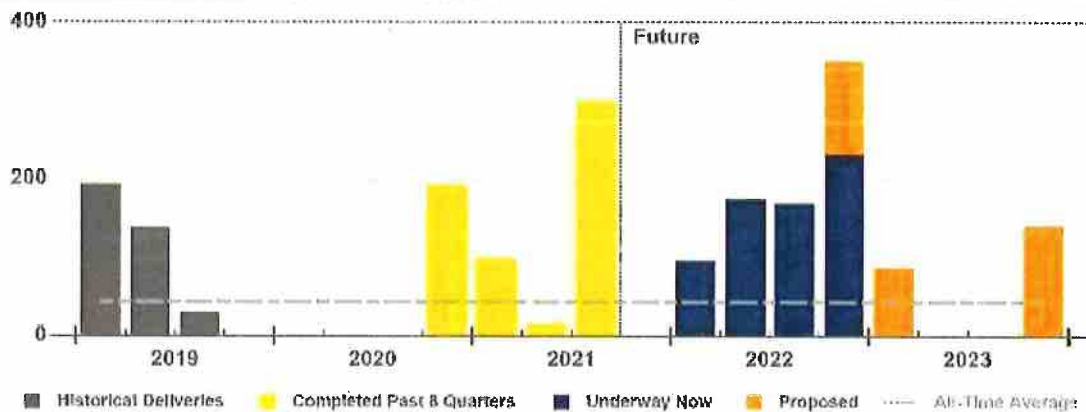
Eastern Waukesha County Multi-Family

All-Time Annual Avg. Units	Delivered Units Past 8 Qtrs	Delivered Units Next 8 Qtrs	Proposed Units Next 8 Qtrs
176	607	671	348

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PAST & FUTURE DELIVERIES IN UNITS



Construction

Eastern Waukesha County Multi-Family

RECENT DELIVERIES

	Property Name/Address	Rating	Units	Stories	Start	Complete	Developer/Owner
1	Rock Pointe Village 19460 W Main St	★ ★ ★ ★ ★	300	2	Aug 2020	Aug 2021	Arthur Sawall
2	Highlands at Aero Park Hickory St	★ ★ ★ ★ ★	16	2	Jan 2020	Jun 2021	United Financial Group Inc
3	The Artisan at Georgeto... 15905 W Wisconsin Ave	★ ★ ★ ★ ★	99	3	Jun 2019	Jan 2021	Wimmer Communities Wimmer Communities
4	The Linx Club at Brookfi... 905 Pinehurst Ct	★ ★ ★ ★ ★	192	4	May 2018	Oct 2020	Wimmer Communities Wimmer Brothers Realty, Inc.

UNDER CONSTRUCTION

	Property Name/Address	Rating	Units	Stories	Start	Complete	Developer/Owner
1	The Ruby at Brookfield S... 365 S Moorland Rd	★ ★ ★ ★ ★	231	4	Oct 2021	Oct 2022	Wingspan Development Group Ruby La LLC
2	Village at Fox River 2801 Elkhardt Dr	★ ★ ★ ★ ★	174	3	May 2021	May 2022	LCM Funds Real Estate, LLC.
3	Tamarack Springs W177 N7920 Tamarack S...	★ ★ ★ ★ ★	170	2	Oct 2020	Aug 2022	Wimmer Communities Wimmer Communities
4	The Den at Fox Run 2302 W Saint Paul Ave	★ ★ ★ ★ ★	72	3	May 2021	Mar 2022	VJS Development Group, LLC VJS Development Group, LLC
5	Six65 665 N Brookfield Rd	★ ★ ★ ★ ★	24	3	Jan 2021	Jan 2022	Allius Building Co Brayton Management Company Inc

PROPOSED

	Property Name/Address	Rating	Units	Stories	Start	Complete	Developer/Owner
1	N71W12980 Appleton Ave	★ ★ ★ ★ ★	141	-	Dec 2021	Dec 2023	Weas Development SALVATORE M. ZIZZO
2	201 W St Paul Ave	★ ★ ★ ★ ★	114	4	Dec 2021	Dec 2022	Mandel Group JOHN OGDEN JR
3	200 Delafield St	★ ★ ★ ★ ★	87	-	Feb 2022	Feb 2023	Horizon Development Group Waukesha City Assessor
4	RiverWalk on the Falls -... N88W16554 Main St	★ ★ ★ ★ ★	6	3	Mar 2022	Dec 2022	Wimmer Brothers Realty, Inc. Wimmer Brothers Realty, Inc.

Sales

Eastern Waukesha County Multi-Family

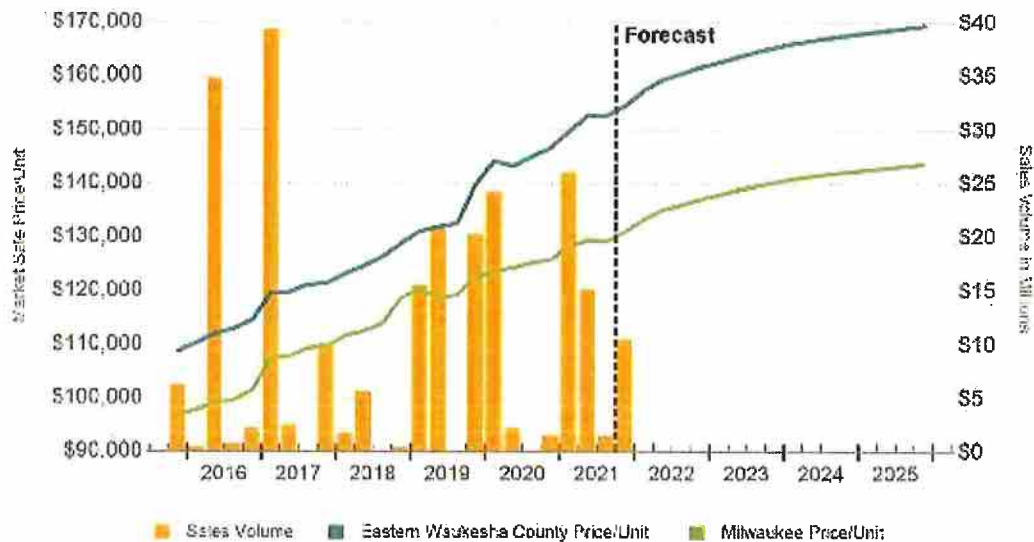
Following a lull in investment activity that lasted throughout most of 2020, in which investors targeted smaller and higher yielding mid-grade assets, investment activity has picked up in recent months and investors are once again targeting some higher profile assets. Notably, total sales of more than \$25 million in 21Q1 was the highest quarterly volume seen since the beginning of 2017. Additionally, with more than \$15 million in total sales in 21Q2, the first half of 2021 saw one of the highest two-quarter totals for sales volume on record.

Leading this surge in sales volume was the \$24.1 million acquisition of the recently built Jade at North Hills apartment community in Menomonee Falls. Located across from the Woodland Prime Business Park where manufacturers Leonardo DRS and Milwaukee Tool are

making significant expansions, the 139-unit property was built in late 2018 and features a mix of studio, one- and two-bedroom units. Jade at North Hills was acquired by California-based Starboard Realty Advisors late in 20Q1 for roughly \$173,000/unit, a significant premium in the market, and was over 98% occupied at the time of sale.

Prior to the pandemic, sales reached record highs in 2019 with nearly \$60 million in total sales volume. Strong investment activity carried over to 20Q1, which recorded close to \$25 million in total sales. But this volume was attributed primarily to a large, singular transaction. Bridlewood Apartment Homes, a 112-unit apartment community located in Pewaukee, sold in January 2020 for roughly \$16 million. The property was 5% vacant at the time of sale, and both the buyer and seller were locally based.

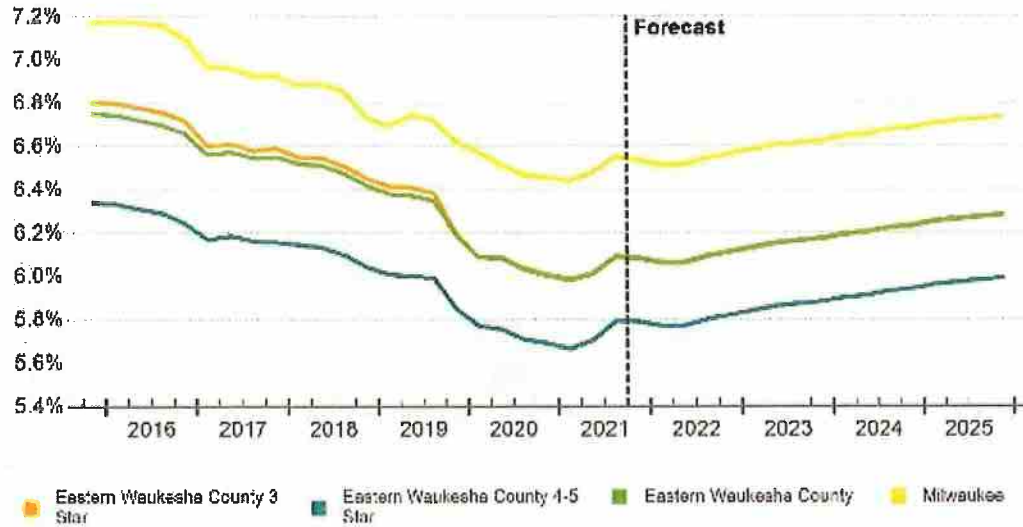
SALES VOLUME & MARKET SALE PRICE PER UNIT



Sales

Eastern Waukesha County Multi-Family

MARKET CAP RATE



Sales Past 12 Months

Eastern Waukesha County Multi-Family

Sale Comparables	Avg. Price/Unit (thous.)	Average Price (mil.)	Average Vacancy at Sale
11	\$123	\$5.5	1.9%

SALE COMPARABLE LOCATIONS



SALE COMPARABLES SUMMARY STATISTICS

Sales Attributes	Low	Average	Median	High
Sale Price	\$665,000	\$5,486,500	\$1,325,000	\$24,100,000
Price/Unit	\$89,375	\$123,337	\$89,375	\$177,777
Cap Rate	5.6%	7.0%	7.4%	8.0%
Vacancy Rate At Sale	0%	1.0%	0%	6.3%
Time Since Sale in Months	1.3	6.7	7.5	11.7
Property Attributes	Low	Average	Median	High
Property Size in Units	8	71	18	340
Number of Floors	2	2	2	5
Average Unit SF	600	869	875	1,227
Year Built	1967	1965	1983	2018
Star Rating	★★★★☆	★★★★★ 2.7	★★★★★	★★★★★

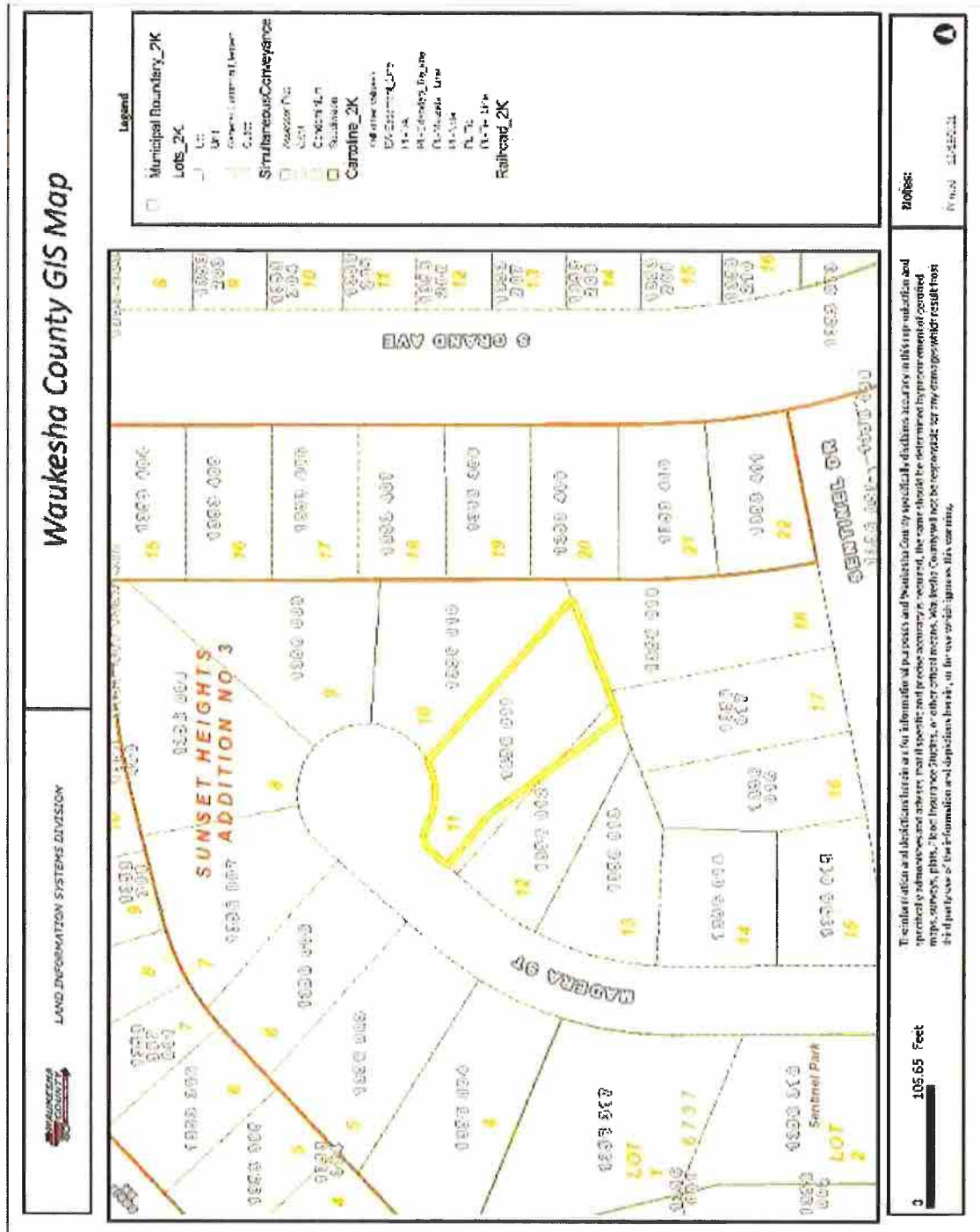
Sales Past 12 Months

Eastern Waukesha County Multi-Family

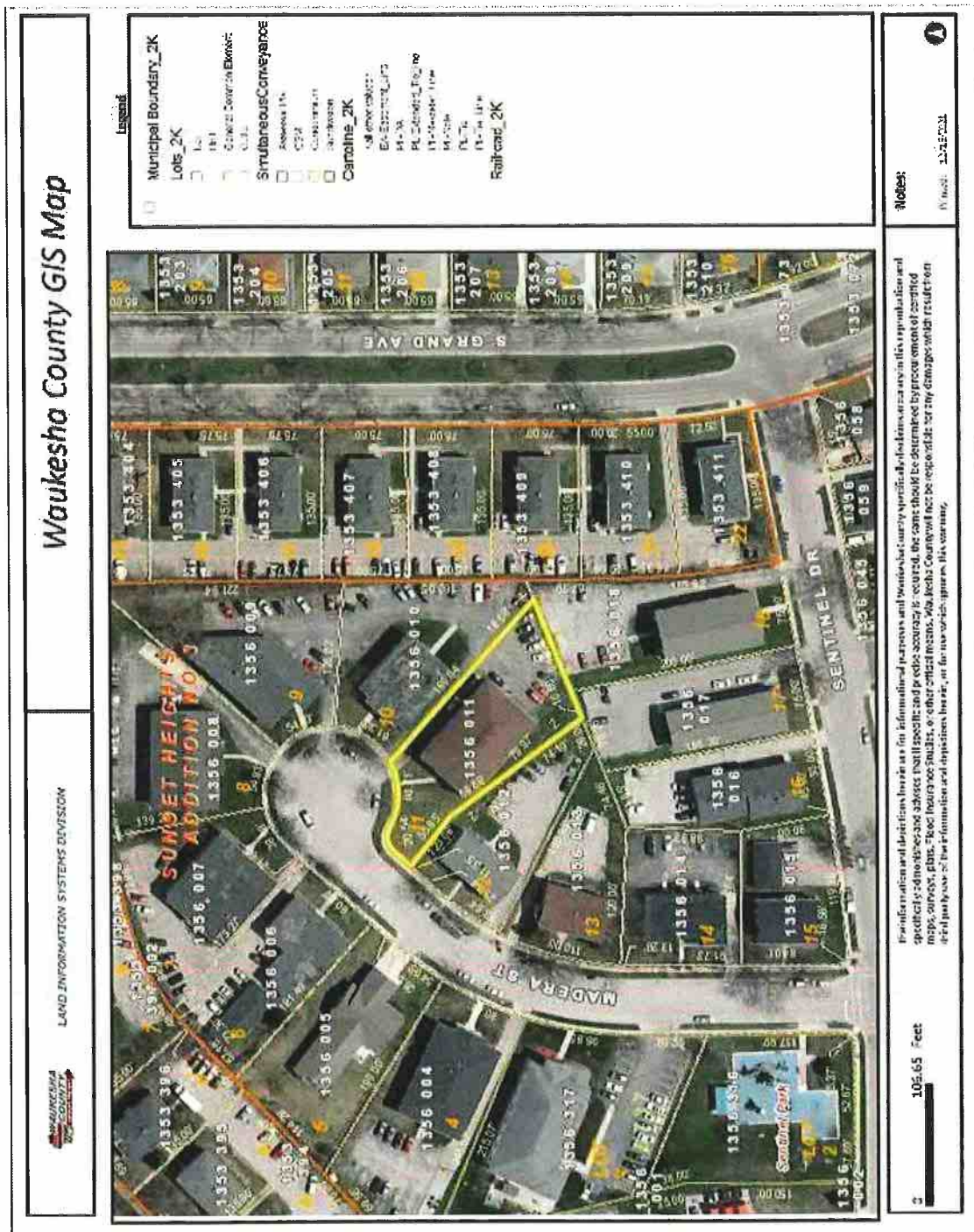
RECENT SIGNIFICANT SALES

Property Name/Address	Property Information				Sale Information			
	Rating	Yr Built	Units	Vacancy	Sale Date	Price	Price/Unit	Price/SF
1 Jade at North Hills N72 W12727 Good Hope Rd	★★★★★	2018	139	1.7%	3/12/2021	\$24,100,000	\$173,381	\$241
2 River's Edge Apartments N16W22330 Watertown Rd	★★★★★	-	72	0%	4/1/2021	\$12,800,000	\$177,777	\$117
3 Shady Lane Apartments N91W17045 Apple Tree Ct	★★★★★	1996	150	1.8%	10/19/2021	\$10,550,000	\$70,333	\$92
4 501 Wisconsin Ave	★★★★★	1978	20	0%	4/30/2021	\$1,840,000	\$82,000	\$76
5 141-153 Morris St	★★★★★	1968	16	6.3%	12/23/2020	\$1,500,000	\$93,750	\$96
6 1700 Elder St	★★★★★	1974	18	0%	2/16/2021	\$1,150,000	\$71,875	\$62
7 1393 Meadowcreek Dr	★★★★★	1988	8	0%	9/27/2021	\$1,000,000	\$125,000	\$250
8 Main Street Apartments N89W15750 Main St	★★★★★	2000	10	0%	1/28/2021	\$850,000	\$85,000	\$93
9 700 E North St	★★★★★	1971	6	0%	6/15/2021	\$740,000	\$123,333	\$184
10 1929 Madera St	★★★★★	1967	8	0%	7/14/2021	\$555,000	\$69,375	\$96
11 Rivers Edge Apartments 100 Cornua Blvd	★★★★★	1993	340	2.7%	11/3/2021	-	-	-

PLAT AND AERIAL MAPS



Aerial Map



PROPERTY DESCRIPTION

FEMA Map Number and Date	55133C0326G, November 5, 2014
Flood Zone	X, Not Located in Floodplain
Zoning Classification	RM-3, Multi-family Residential District
Highest and Best Use	As Vacant, Multi-family Residential As Improved, current use is legally permissible (non-conforming), physically possible, financially feasible, and maximally productive.

Site Description

Site Size	20,038 SF, or 0.460 Acres
Site Shape	Irregular
Topography	Mostly Level
Easements	None

Site Improvements

Sewer/Water	Municipal
Gas/Electric	Public
Street	Asphalt Paved
Curb/Gutter/Sidewalk	Concrete
Parking	Surface
Other	Exterior Lighting, Signage, Landscaping

Subject Improvements

Present Use	12-unit Apartment Building
Layout	12 units with LR/BR, Kitchen, 1 BR & 1 BA
Stories	Two Stories, Unfinished Basement
Building Size	8,840 SF
Exterior Walls	Brick
Roof	Asphalt Shingle
Windows	Vinyl Sliders
Floors	Carpet, Tile, Hardwood
Walls and Ceilings	Drywall
Heating and Cooling	Electric Baseboard Heat and Sleeve Air Conditioning
Plumbing	12 Kitchen Sinks, 3-fixture Bathrooms & 40-gallon Water Heaters
Appliances	12 Refrigerators, Stoves & Two Washers/Dryers (owned, coin-op)
Sprinkler System	None
Extras	None

Age	Year Built	1978
	Actual Age	43 Years
	Total Economic Life	50 Years
	Less: Effective Age	<u>15 Years</u>
	Remaining Economic Life	35 Years

The effective age of a property is an age based upon the observed depreciation and obsolescence. The economic life is the period over which the improvements to a property contribute value. Therefore, remaining economic life, the difference between the economic life and the effective age, is an estimate of the period over which the improvements to a property will continue to contribute value.

Condition and Utility

The subject is an existing 12-unit apartment building. As of the date of inspection, overall the subject is in average condition.

The utility of the subject is average. No functional or external obsolescence is noted.

Fire Protection

The subject does not utilize a sprinkler system. It is assumed that adequate fire alarm systems, fire exits, fire extinguishers, fire escapes, and/or other fire protection measures are in place to meet local requirements.

Easements

There are no apparent easements or encroachments noted. The appraisal assumes, but does not warrant, that any easements, restrictions or encroachments that might appear against the title would have no adverse effect on the value of the subject.

Environmental Conditions

No environmental survey is available for review. Inspection of the property revealed no apparent underground tanks, environmental hazards or toxic wastes. It is assumed that the property is not contaminated. It is further assumed that it is unaffected by lead-based paint hazards either on or off the site. However, the appraisers are not environmental experts. Therefore, it is assumed that no adverse environmental conditions affect the subject.

Americans with Disabilities Act (ADA)

The property is subject to the Americans with Disabilities Act (ADA). It is not known if it meets all requirements of the ADA. Required changes to meet the ADA could influence the value. The appraisers are not experts in ADA requirements. Therefore, it is assumed that all ADA requirements are met.

ZONING ANALYSIS

The subject is zoned RM-3, Multi-family Residential District. The subject's zoning requirements are summarized in the table below.

Zoning Summary 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin	
Zoning Designation	RM-3, Multi-family Residential District
Legally Conforming	No; lot area not met
Permitted Uses	Multifamily Dwellings
Zoning Change	Unlikely
Category	Zoning Requirement
Minimum Lot Area	8,000 square feet and no dwelling unit shall have a lot area of less than 2,500 square feet
Lot Width	Not less than 70 feet
Building Height	Shall not exceed 40 feet
Minimum Floor Area	450 square feet per dwelling unit
Minimum Street Yard Setback	25 feet
Minimum Side Yard	Not less than 10 feet in width on each side
Minimum Rear Yard	Not less than 45 feet

The subject use appears to be legally permissible; however, the subject's lot area per dwelling unit does not meet the current zoning requirements. Therefore, the subject appears to be legally non-conforming. Given the age of the subject improvements, they are assumed to be grandfathered and it is assumed they could be re-built to their current specifications if they were significantly damaged or destroyed.

EXPOSURE AND MARKETING TIME

Exposure time defined by the Appraisal Institute, in *The Dictionary of Real Estate Appraisal*, Sixth Edition, 2015, published by the Appraisal Institute, as: “The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.”

Marketing time defined by the Appraisal Institute, in *The Dictionary of Real Estate Appraisal*, Sixth Edition, 2015, published by the Appraisal Institute, as: “An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.”

The PwC Real Estate Investor Survey for the third quarter 2021 specifies a range of one to 12 months, and an average marketing period of 4.6 months for National Apartment transactions. This is down from 5.3 months one year earlier and 4.4 months last quarter, due to COVID-19. The properties included in the survey are typically, new, well located, investment grade properties that would be attractive to national investment advisors. Based on this information, and the data from the PwC survey, it is estimated that exposure time for the subject would be four to seven months and the marketing time would be five to eight months.

HIGHEST AND BEST USE

Highest and best use is defined by the Appraisal Institute, in *The Dictionary of Real Estate Appraisal*, Sixth Edition, 2015, published by the Appraisal Institute, as: “1) The reasonably probable use of property, that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. 2) The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset’s existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. 3) The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.”

As indicated by the above definition, the highest and best use of any parcel of land relates to the needs or demands of potential users. It is a consideration which is made to determine what the maximum desirable potential of the property is or could be. Historical data relative to a site may not reflect the future potential of the property, but can act as an aid in analyzing past trends and thus help in determining the present or future usefulness of the property. Determination of the potential or future benefits from property ownership is the objective of most appraisal assignments. After the potential or the highest and best use of the property has been determined, data providing support for the valuation can be reconciled to provide the basis for a logical value conclusion.

This appraisal analysis takes into account considerations of the economic trends for the subject market area and community, the proximity of amenities, financial capabilities of the typical buyers, etc., and considers limitations of these items. In determining the highest and best use as if vacant, or as improved, there are four basic criteria. The use must be legally permissible, physically possible, financially feasible and maximally productive. Of the financially feasible uses, the maximally productive use is that which will bring the greatest value or return to the land.

Highest and Best Use, As Vacant

As stated above, this use must be legally permissible, physically possible, and financially feasible. The use that maximizes the return to the land under all of these tests will be the maximally productive, and the highest and best use as vacant.

Legally Permissible

The subject is zoned RM-3, Multi-family Residential District. This zoning allows most residential uses. The site appears to meet current size zoning requirements, and therefore, it could be developed if vacant. Based upon the current zoning, surrounding land uses, and development trends occurring in the area, it is unlikely that a zone change would occur. A residential use seems to be the most likely of the permitted uses for the site.

Physically Possible

The subject site is an irregular shaped 0.460-acre parcel with frontage on Madera Street. The site includes adequate frontage, exposure, accessibility, and ingress/egress from the adjacent roadway. The size, shape and topographical features are sufficient for development of a residential use.

Public water and sewer serve the site. The assumed soil conditions do not appear to constrain development potential. Overall, the physical features are sufficient to develop the site into its allowable uses under the current zoning.

Financially Feasible

Well-maintained residential buildings in the surrounding area are commanding average rental rates. Based on the adequate occupancy rates and rental rates commanded throughout the surrounding areas, a residential use appears to be a financially feasible venture.

In analyzing the financial feasibility, the appraisers have projected the gross potential income, vacancy/credit loss and operating expenses to obtain the likely net operating income from a residential use. Based on this information, the short-term and long-term feasibility of the subject is considered good. In that regard, the appraisers have determined that a residential use is a financially feasible use for this site.

Maximally Productive

Considering a maximally productive use, a residential use maximizing the development potential of the parcel and based on that which is legally permissible and supported by the market appears reasonable.

Conclusion

Development of the site to a residential use is considered a legally permissible, physically possible, financially feasible and maximally productive use.

Highest and Best Use, As Improved

The same tests are applied to the analysis as improved - tests of legal permissibility, physical possibility, and financial feasibility. As above, the use that maximizes the return to the land under all of these tests will be the maximally productive use, and thus, the highest and best use as improved.

Legally Permissible	The subject is an existing 12-unit apartment building totaling 8,840 square feet. The subject appears to be legally non-conforming.
Physically Possible	The subject is an irregular shaped parcel with adequate parking and frontage on and access from an adjacent roadway. Condition of the property is average and the utility of the property is average. It is unlikely that the improvements would be used for other than a multi-family residential use. The value of the improvements is greater than the value of the site, so therefore the existing improvements contribute value to the subject and should not be razed.
Financially Feasible	<p>The rental desirability of the subject is average. Similar properties in the subject's market are commanding adequate rental rates.</p> <p>Vacancy at the subject is estimated at 3.00% over the projected holding period. Because of the average rental rates and average vacancy and collection in the area, both the short-term and long-term feasibility is average.</p>
Maximally Productive	The only use that satisfies the first three tests is the current use. Therefore, the subject meets the requirements being maximally productive.
Conclusion	The current improvements of the subject meet the criteria of all four tests above. The value of the improvements is greater than the value of the site, so therefore the existing improvements contribute value to the subject and should not be razed. Therefore, we have concluded that the existing improvements meet the criteria of being the highest and best use, as improved.

VALUATION METHODOLOGY

The valuation of any parcel of real estate is derived principally through three basic approaches. They are the cost, sales comparison, and income approaches. From the indications of these analyses and the weight that is accorded to each, a value opinion is reached based upon expert judgment within the outline of the appraisal process. The methodology involving the appraisal of the subject includes the following:

Cost Approach

The cost approach is based on the recognition that market participants relate value to cost. The value of a property is the costs to develop a similar property, once the costs are adjusted for all forms of applicable depreciation.

Developing a cost approach involves four major steps.

1. Develop an opinion of the site as though vacant and available for development to its highest and best use.
2. Estimate all costs to replace or reproduce the existing improvements, including direct costs, indirect costs, and entrepreneurial incentive.
3. Estimate all forms of depreciation evident in the improvements.
4. Subtract the total estimated depreciation from the total estimated reproduction or replacement costs and add the site value opinion to derive an indication of value from the cost approach.

Sales Comparison Approach

The sales comparison approach is based upon the principle of substitution; that is, when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property.

Developing a sales comparison approach involves four major steps.

1. Research the market and find information about comparable property sales.
2. Analyze the comparable sales to derive market-supported adjustments that reflect the significant differences between the sales and the subject.
3. Apply the adjustments to the comparable sale or unit prices.
4. Reconcile the adjusted sale or unit prices into an indication of value for the subject.

Income Approach

The income approach is based on the recognition that the value of a property is related to its income-generating potential. Based on the subject data, a direct capitalization approach is applicable in the valuation of the subject.

Developing an income approach involves four major steps.

1. Determine the potential gross income of a property based upon either contract rental rates or market rental rates, based upon rental rates of comparable properties.
2. Estimate the stabilized vacancy and collection loss based upon market factors and apply it to the subject's potential gross income to yield an effective gross income.
3. Analyze the property's expense and reconcile them with typical expenses of properties in the market. Deduct applicable operating expenses from the effective gross income to arrive at the net operating income of the property.
4. Estimate an appropriate capitalization rate for the subject property based upon market data, surveys, and the band-of-investment method and apply it to the net operating income to arrive at the estimated value of the subject.

Conclusion

Only the sales comparison and income approaches can be applied to the analysis of data to derive a well-supported value conclusion. The cost approach was considered but not developed, due to the difficulties in determining depreciation from all causes. Although the approaches are inter-related, the property type and use determines which approach or approaches are most appropriate. The final reconciliation considers the applicability of each approach.

COST APPROACH

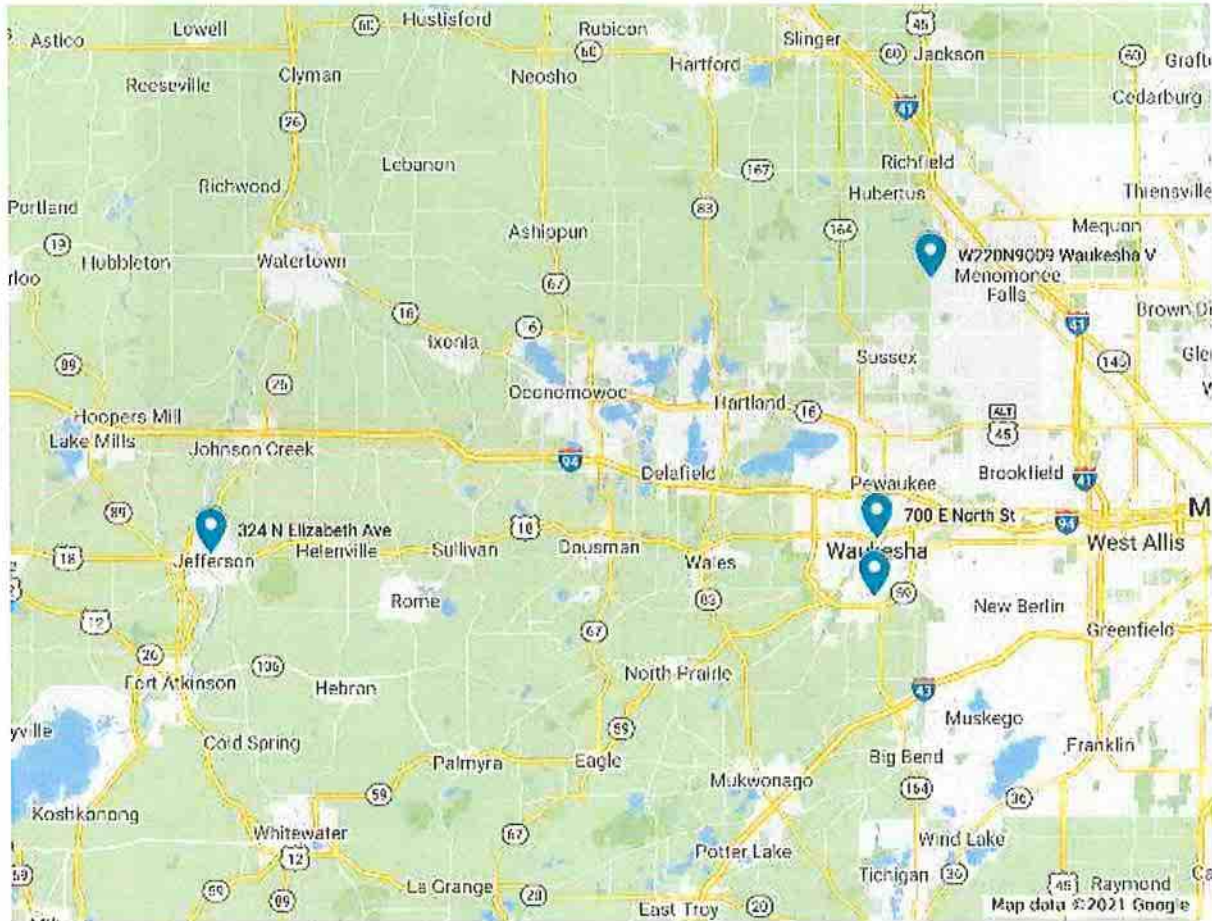
The subject is located in a mostly built-up area. There are few land sales available. Further, the building is 43 years old and thus replacement cost new would require considerable interpolation, making physical depreciation difficult to accurately estimate. This would require considerable subjective judgment. In addition, the cost to replace/reproduce a building like the subject, less depreciation from all causes, is not a method used by market participants as a way to establish market value. Therefore, the cost approach is not considered applicable in the appraisal of the subject and is not included herein.

It is noted that the remaining economic life of the subject could be extended with a combination of building updates, repairs and /or renovations over its physical life.

Personal property included in the valuation of the subject consists of kitchen appliances, and is estimated at \$6,000, or \$500 per unit.

SALES COMPARISON APPROACH

The sales included on the following pages are analyzed in arriving at the value opinion of the subject by the sales comparison approach.





Sale 1
700 East North Street, Waukesha, Wisconsin
10-unit Apartment Building
Tax ID # 291-1000-976

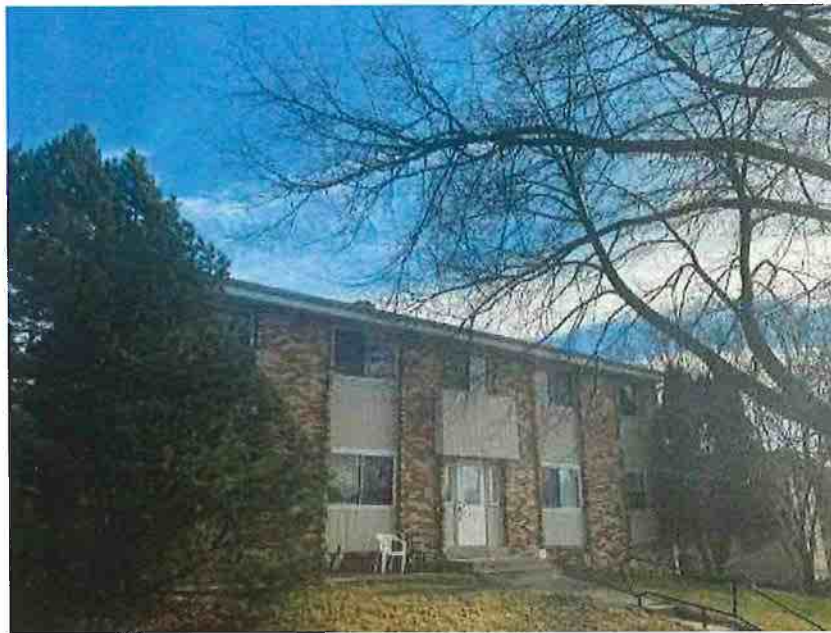
Sale Date:	June 2021
Sale Price:	\$740,000
Grantor:	MCM PROPERTIES L.L.C
Grantee:	CK 3 REAL ESTATE LLC
Verification:	Appraisal, WIS DOR Doc #4594502

Site Size:	0.34 Acres
Building Size:	8,040 SF
Average Unit Size:	804 SF
Year Built:	1971
Heat:	Common Heat - Efficient
Parking:	Surface

PGI:	\$94,800
GIM:	8.93

Price/Unit:	\$74,000
Price/SF:	\$92.04

Sale 1 was similar in location to the subject. It had a much higher average unit rent and a slightly larger average unit size. Apartments have efficient common heat and surface parking is available to tenants. The sale was superior in condition than the subject.



Sale 2
1925 Madera Street, Waukesha, Wisconsin
Four-unit Apartment Building
Tax ID # 2911356012

Sale Date:	February 2021
Sale Price:	\$335,000
Grantor:	Malibrry LLC
Grantee:	E3 Real Estate LLC
Verification:	MLS #1719441

Site Size:	0.31 Acres
Building Size:	3,536 SF
Average Unit Size:	884 SF
Year Built:	1967
Heat:	Individual Heat
Parking:	Surface
Potential Gross Income:	\$37,980

Price/Unit:	\$83,750
Price/SF:	\$94.74
GIM:	8.82

Sale 2 was slightly superior in location than the subject. It had a higher average unit rent and a larger average unit size. Apartments have individual heat and surface parking is available to tenants. The sale was superior in condition than the subject.



Sale 3
W220 N9009 Town Line Road, Lisbon, Wisconsin
14-unit Apartment Complex
Tax ID # LSBT0148983

Sale Date:	July 2020
Sale Price:	\$687,000
Grantor:	Townline Apartments LLC
Grantee:	MTKCR Investments, LLC
Verification:	MLS # 1682567

Site Size:	5.50 Acres
Building Size:	9,360 SF
Average Unit Size:	669 SF
Year Built:	1940
Heat:	Individual Heat
Parking:	Surface

PGI:	\$96,900
GIM:	7.09

Price/Unit:	\$49,071
Price/SF:	\$73.40

Sale 3 was slightly inferior in location than the subject. It had a slightly higher average unit rent, but a slightly smaller average unit size. Apartments have efficient common heat and surface parking is available to tenants. The sale was similar in condition to the subject.



Sale 4
1934 South Grand Avenue, Waukesha, Wisconsin
Four-unit Apartment Building
Tax ID # 2911353411

Sale Date:	March 2020
Sale Price:	\$321,000
Grantor:	Townline Residential LLC
Verification:	MLS #1670421

Site Size:	0.24 Acres
Building Size:	3,840 SF
Average Unit Size:	960 SF
Year Built:	1960
Heat:	Individual Heat
Parking:	Surface
Potential Gross Income:	\$41,100

Price/Unit:	\$80,250
Price/SF:	\$83.59
GIM:	7.81

Sale 4 was similar in location to the subject. It had a much higher average unit rent and a much larger average unit size. Apartments have individual heat and surface parking is available to tenants. The sale was slightly superior in condition than the subject.



Sale 5
324 North Elizabeth Avenue, Jefferson, Wisconsin
6-unit Apartment Building
Tax ID # 24106140234006

Sale Date:	March 2019
Sale Price:	\$250,000
Grantor:	M-G Enterprises Mge
Verification:	MLS #: 1567378

Site Size:	0.69 Acres
Building Size:	3,984 SF
Average Unit Size:	664 SF
Year Built:	1969
Heat:	Common Heat
Parking:	Surface
Potential Gross Income:	\$40,680

Price/Unit:	\$41,667
Price/SF:	\$62.75
GIM:	6.15

Sale 5 was slightly inferior in location than the subject. It had a similar average unit rent, but a slightly smaller average unit size. Apartments have common heat and surface parking are available to tenants. The sale was similar in condition to the subject.

Improved Sales
12-unit Apartment Building
1917 Madera Street
Waukesha, Wisconsin

Address	Subject	Sale 1		Sale 2		Sale 3		Sale 4		Sale 5	
		Price/SF	Price/Unit	Price/SF	Price/Unit	Price/SF	Price/Unit	Price/SF	Price/Unit	Price/SF	Price/Unit
		\$92.04	\$74,000	\$94.74	\$83,750	\$73.40	\$49,071	\$83.59	\$80,250	\$62.75	\$41,667
		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
		1%	1%	2%	2%	4%	4%	5%	5%	8%	8%
		\$93.41	\$75,101	\$97.05	\$85,794	\$76.55	\$51,177	\$87.99	\$84,471	\$68.00	\$45,153
		0%	0%	0%	0%	5%	5%	0%	0%	15%	15%
		0%	0%	-5%	-5%	0%	0%	-5%	-5%	0%	0%
		5%	-5%	-5%	-5%	-5%	-5%	10%	-10%	-5%	5%
		-20%	-20%	-20%	-20%	0%	0%	-15%	-15%	0%	0%
		0%	0%	0%	0%	0%	0%	0%	0%	5%	5%
		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
		-15%	-25%	-20%	-30%	0%	10%	-10%	-30%	15%	25%
		\$79.40	\$56,326	\$77.64	\$60,056	\$76.55	\$56,294	\$79.19	\$59,130	\$78.20	\$56,441
SP/Unit of Comparison											
Quantitative Adjustments											
Property Rights											
Conditions of Sale											
Financing Terms											
Market Conditions											
Subtotal											
Location											
Number of Units											
Unit Size											
Age/Condition											
Common/Separate Heat											
Parking											
Construction											
Overall Net Adjustments											
Adj SP/Unit of Comparison											

Quantitative Adjustments

Sufficient data is available to make quantitative adjustments for the following factors.

Property Rights

All of the sales are occupied with tenants on leases of one year or less. Therefore, no property rights adjustment is necessary.

Conditions of Sale

All of the sales are arm's-length transactions. Therefore, no adjustments are necessary.

Financing Terms

All of the sales are paid for with cash or financed at market terms. Therefore, no financing terms adjustment is necessary.

Market Conditions

A 3% market conditions adjustment is applied to all of the sales.

Location

The type of property appraised, access to major thoroughfares, ingress and egress to the site, proximity to major population and commercial centers are all considered when making a location adjustment.

Sales 1, 2 and 4 are in similar locations to the subject so no adjustments are applied. Sales 3 and 5 are in inferior locations than the subject so positive adjustments are applied.

Number of Units

This adjustment reflects differences in price because of the size of the subject. Larger buildings tend to sell for less per unit and per square foot than smaller ones. This is largely because the buyer of a large property requires greater capital outlay and financing, which restricts the pool of potential buyers. Conversely, smaller properties require smaller initial outlays and less financing, so the barriers to entry are lower. Therefore, the pool of potential buyers is higher, pushing prices up.

The subject contains 12 units. Sales 1, 3 and 5 have a comparable number of units to the subject so no adjustments are applied. Sales 2 and 4 have fewer units than the subject so negative adjustments are applied.

Average Unit Size (per GBA)

Larger units generate more rent per unit than smaller ones. Therefore, larger units are more valuable than smaller ones on a per unit basis. Sales 1, 2 and 4 have larger average unit sizes so negative adjustments are applied. Sales 3 and 5 have smaller average unit sizes so positive adjustments are applied.

However, this factor, when considered on a per square foot basis, yields adjustments of the opposite direction. On a per square foot basis, larger units are worth less than smaller ones because each square foot of a larger unit generates less rent than each square foot of a smaller unit. Therefore, Sales 1, 2 and 4 received positive adjustments and Sales 3 and 5 received negative adjustments on a per square foot basis.

Age/Condition

Properties that are newer or in better condition than older properties tend to rent for more and cost less to maintain.

Sales 1, 2 and 4 are superior in condition than the subject so negative adjustments are applied. Sales 3 and 5 are in similar condition to the subject so no adjustments are applied.

Heating

In buildings with common heat, owner expenditures are higher. Therefore, buildings with individual heating are superior. However, buildings with efficient common heat are considered similar to buildings with individual heat. The subject has individual heat, which is similar to Sales 1, 2, 3 and 4 so no adjustments are applied. Sale 5 has common heat so a positive adjustment is applied.

Parking

The subject offers surface parking, which is similar to all of the sales so no adjustments are applied.

Construction

All of the buildings are of similar quality construction. Therefore, no adjustments are necessary.

Array

The value indications derived from the comparable sales are arrayed relative to the subject. This array helps to reconcile all of the value indications into a single estimate of value for the subject property. Conclusions are made near the middle of the range for value per square foot and for value per unit. The array is shown next.

Array of Comparable Sales 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin	
Sale Number	Adjusted Price Per SF
1	\$79.40
4	\$79.19
5	\$78.20
Subject	\$78.00
2	\$77.64
3	\$76.55
Sale Number	Adjusted Price Per Unit
2	\$60,056
4	\$59,130
Subject	\$57,000
5	\$56,441
1	\$56,326
3	\$56,294

Gross Rent Multiplier Analysis

The value opinion is also estimated based upon a gross income multiplier analysis. The gross income multiplier is not adjusted because most factors requiring adjustments are implicitly reflected in the rents. The subject has individual heat, which is similar to four of the sales. Therefore, the indicated gross rent multiplier for the subject is 8.50 .

The opinions of value per square foot and per unit concluded above are shown in the table below. When this is applied to the subject, the opinion of value of the subject is as follows:

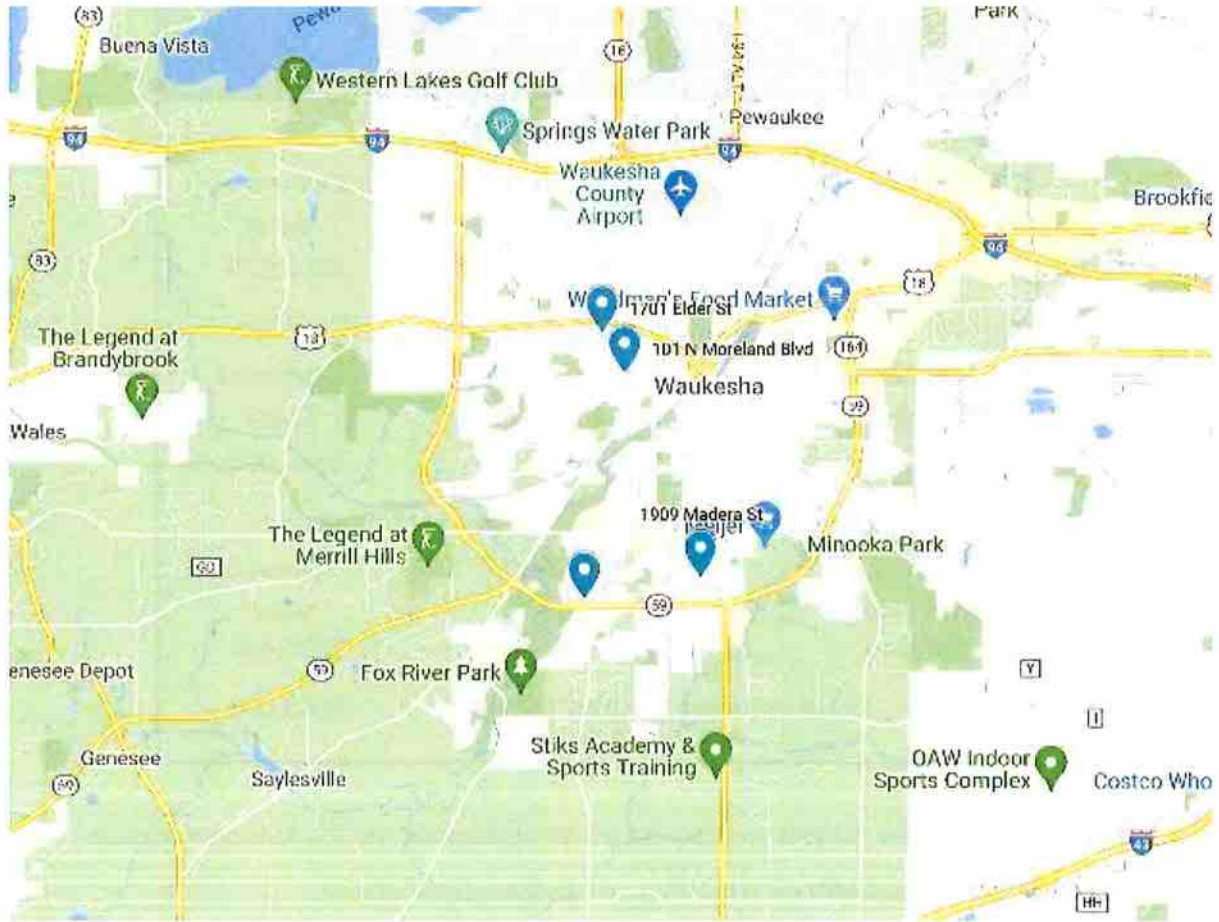
Sales Comparison Approach Conclusions 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin				
Opinion of Value per SF				
Building Size (SF)	X	Opinion of Value per SF	=	Opinion of Value
8,840		\$78.00		\$689,520
Opinion of Value per Unit				
Number of Units	X	Opinion of Value per Unit	=	Opinion of Value
12		\$57,000		\$684,000
Opinion of Value Via Gross Income Multiplier				
Potential Gross Income	X	Indicated GIM	=	Opinion of Value
\$80,640		8.50		\$685,440
Value Indicated by Sales Approach				\$685,000

The opinion of value of the subject property including appliances, via the sales comparison approach, is **Six Hundred Eighty-Five Thousand Dollars (\$685,000)**.

INCOME APPROACH

Rental Comparables

A survey of local market rents is conducted to estimate the market rental rates of the subject.



Actual and market rents for the subject are shown in the table below.

Unit Type	Size (SF)	Actual Mo. Rent/Unit	Market Mo. Rent/Unit
1 BR 1 BA	737	\$525-\$550	\$550

The following grid shows the market rental rates in the area.

Rent Comparables 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin					
Address	Size (SF)	Style	Advertised Monthly Rent	Heat Included?	Monthly Rent Adj. for Heat
1701-1713 Elder St, Waukesha	Not Listed	1 BR 1 BA	\$700	Yes	\$650
2000 Oakdale Dr, Waukesha	700	1 BR 1 BA	\$695	Yes	\$645
1909 Madera St, Waukesha	747	1 BR 1 BA	\$590-\$650	Yes	\$540-\$600
1913 Madera St, Waukesha	735	1 BR 1 BA	\$650	Yes	\$600
101-207 N Moreland Blvd, Waukesha	775	1 BR 1 BA	\$695	Yes	\$645
				<i>Range</i>	<i>\$540-\$650</i>

After adjustments, the comparables show a range of rents from \$540 to \$650 per month for the one-bedroom units. The concluded market rent for the subject is within the range of comparable rentals and within the range of current actual rents. The market rent conclusion is shown below.

Market Rent Conclusions 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin				
Style	Size (SF)	Actual Rent	Comparables	Conclusion
1 BR 1 BA	737	\$525-\$550	\$540-\$650	\$550

Potential Gross Income

Rental Income

Based on the rental comparables and analysis above, the following table summarizes the market rent.

Market Rent Assumptions 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin	
	1 BR 1 BA
Monthly Market Rent	\$550
Escalations	None
Owner Paid Utilities	Water/Sewer and Common Electricity
Tenant Paid Utilities	Unit Heat & Electricity
Lease Terms	One Year or Less
Est. Net Unit Size (SF)	737
Rent/SF (Monthly)	\$0.75
Rent/SF (Annually)	\$8.96

Additional Income

The subject has coin-operated laundry on-site. Income from laundry is estimated at \$10 per unit per month which equates to additional income of \$120 per month or \$1,440 per year.

Summary

This table summarizes the potential gross income for the subject, showing the market rents. The current rent column is calculated utilizing market rent for the vacant units.

Rent Roll Summary 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin						
Unit Type	Est. Net Unit Size (SF) Based on Gross SF	Actual Mo. Rent/Unit	Market Mo. Rent/Unit	# of Units	Total Income/Mo	Potential Gross Income
1 BR 1 BA	737	\$525-\$550	\$550	12	\$6,600	\$79,200
Laundry	\$10/Unit/Month	\$120			\$120	\$1,440
Total		\$6,470		12	\$6,720	\$80,640

Vacancy and Collection Loss

Current and historical vacancy rates in the neighborhood are average. At the time of inspection, the subject had one vacant unit (8.33% vacancy rate), which is higher than average market vacancy; however, this is just one unit. A vacancy rate of 3.00% is concluded, which is in line with the average market vacancy rate for the area.

Effective Gross Income

The subject's effective gross income is the income generated by the subject after the vacancy and collection loss is deducted from the potential gross income as follows.

Effective Gross Income 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin			
Potential Gross Income			\$80,640
Vacancy and Collection Loss	3%		\$2,419
Effective Gross Income			\$78,221

Operating Expense Analysis

The following table shows the operating expenses used in the analysis.

Operating Expenses 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin	
Operating Expenses	
Taxes	\$12,406
Insurance	\$2,652
Management	\$3,911
Utilities	\$4,420
On-site Manager	\$2,160
Repairs and Maintenance	\$4,420
Lawn, Snow, Trash	\$3,000
Reserves	\$1,564
Miscellaneous	\$782
Total Operating Expenses	\$35,316

Real Estate Taxes

The real estate tax expense is estimated based on the appraised value and most recent mill rate.

Insurance

The insurance expense is estimated based on what similar properties incur.

Management

The management expense is estimated based on 5% of the effective gross income. For this size of building, a management company will take care of advertising, leasing, accounting and the more administrative aspects of management.

Utilities

The owner of the property pays for water/sewer and vacant utilities. Tenants pay for unit heat and electricity. The utility expense is estimated based on what similar properties incur.

On-site Manager

An on-site manager is used for tasks such as collecting coins from the laundry and vending machines, showing units, handling tenants with lost keys, fixing a clogged sink, and similar tasks. The on-site manager expense is estimated at \$15 per unit per month.

Repairs/Maintenance

The annual expense for repairs/maintenance is estimated at \$0.50 per square foot of gross building area.

Lawn/Snow/Trash

The lawn, snow, and trash expense is estimated based on what similar properties incur.

Reserves

Reserves are included as a line-item adjustment as prudent investors typically establish a reserve for replacement of some short-lived items. Reserves are estimated based on 2% of the effective gross income of the subject.

Miscellaneous

Miscellaneous expenses are expenses that do not fit in any of the above categories, and are estimated based on 1% of the effective gross income of the subject.

Total Concluded Operating Expenses

The total operating expenses of the subject are estimated at \$35,316. This is approximately 45.1% of the effective gross income, \$2,943 per unit, or \$3.99 per square foot of building area. The expense ratio is in line with properties similar to the subject.

Net Operating Income

The table below shows the calculation of the subject's net operating income.

Net Operating Income 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin			
Potential Gross Income			\$80,640
Vacancy and Collection Loss	3%		\$2,419
Effective Gross Income			\$78,221
Total Operating Expenses	45.1%		\$35,316
Net Operating Income			\$42,905

Capitalization Rate

In the income approach, the following methods for estimating the capitalization rate for direct capitalization are used.

Capitalization Rates of Comparable Sales

Capitalization rates are from market sales using reported actual and pro forma data. The following table is a summary of those rates.

Capitalization Rates Extracted from Comparable Sales 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin							
Address	City	Year Built	Sale Date	Sale Price	Pro Forma/ Actual NOI	Applied NOI	Cap Rate
N25 W24011 River Park Rd	Pewaukee	1996	4/5/2018	\$1,850,000	Actual	\$120,250	6.50%
W263 N2080 Fieldhack Rd	Pewaukee	2016	5/16/2019	\$8,233,000	Actual	\$490,687	5.96%
1165-1169 Snyder Way	Oconomowoc	2017	12/12/2019	\$3,925,000	Actual	\$255,125	6.50%
2040 Meadow Ct	West Bend	1994	7/31/2020	\$568,000	Actual	\$32,115	5.65%
2005 Cliff Alex Ct	Waukesha	1991	7/6/2018	\$405,000	Actual	\$23,229	5.74%
1921 Madera St	Waukesha	1967	2/12/2021	\$359,900	Actual	\$24,188	6.72%
601 Hartridge Dr et al	Hartland	1983	3/16/2018	\$1,307,500	Actual	\$85,951	6.57%
						Average	6.23%

Band of Investment Model

A capitalization rate is the relationship between net income and value. It is a composite of the cost of debt service and the net cash flow requirements of an equity investor. Investigation of the mortgage money market indicates that an investor in this type of property, with a good credit rating, should be able to obtain 75.00% mortgage financing at an interest rate of 3.50% and an amortization period up to 25 years.

Discussions with informed real estate personnel and mortgage lenders indicate a prospective equity dividend rate, or cash-on-cash return, of at least 7.00% is required to attract 25.0% equity capital. An equity dividend rate of 7.00% is therefore concluded to account for the average risk of the subject. On this basis, an overall capitalization rate is developed via the band of investment model as follows:

$$R_0 = (m)(R_m) + (1-m)(R_e)$$

Whereby:

m is the percentage of funds provided by the mortgage lender (the loan-to-value ratio)

R_m is the cash return to the lender (the monthly loan constant multiplied by twelve)

$(1-m)$ is the percentage of funds provided by the equity investor (the down payment)

R_e is the cash return to the equity investor (the equity dividend rate)

Therefore, the band of investment model indicates a capitalization rate of 6.26%.

Band of Investment 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin					
R_0	=	(m)	(R_m)	+	($1-m$) (R_e)
R_0	=	0.7500	0.0601	+	0.2500 0.0700
R_0	=	0.0451		+	0.0175
R_0	=	0.0626			

Investor Survey

According to the PricewaterhouseCoopers Investor Survey (third quarter 2021), overall capitalization rates for the National Apartment Market range from 3.00% to 7.00%, with an average of 4.59% for institutional-grade properties. The Realty Rates Investors Survey indicates an overall average for apartments of 7.68%. The capitalization rate indicated by the band of investment model is between the two averages indicated by the surveys.

Capitalization Rate Conclusion

The table below summarizes the capitalization rates by the approaches discussed above.

Summary of Capitalization Rates 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin	
Comparable Sales Range	5.65% - 6.72%
Comparable Sales Average	6.23%
Comparable Sales Median	6.50%
Band of Investment	6.26%
PwC Institutional Grade Range	3.00% - 7.00%
PwC Institutional Grade Average	4.59%
Realty Rates Investors Average	7.68%

The capitalization rate indicated by the band of investment method is within the range of the comparable sales and is similar to the mean. The capitalization rate selected is a blend of the band of investment and comparable sales methods. Therefore, based on the information above, a capitalization rate of 6.25% is concluded.

Conclusion

Income Capitalization Approach 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin				
		Amount	\$/SF (GBA)	% of EGI
Potential Gross Income		\$80,640	\$9.12	
Vacancy and Collection Loss	3.00%	\$2,419	\$0.27	
Effective Gross Income		\$78,221	\$8.85	100.0%
Expenses				
Taxes		\$12,406	\$1.40	15.9%
Insurance		\$2,652	\$0.30	3.4%
Management		\$3,911	\$0.44	5.0%
Utilities		\$4,420	\$0.50	5.7%
On-site Manager		\$2,160	\$0.24	2.8%
Repairs and Maintenance		\$4,420	\$0.50	5.7%
Lawn, Snow, Trash		\$3,000	\$0.34	3.8%
Reserves		\$1,564	\$0.18	2.0%
Miscellaneous		\$782	\$0.09	1.0%
Total Expenses		\$35,316	\$3.99	45.1%
Net Operating Income		\$42,905	\$4.85	54.9%
Capitalization Rate		6.25%		
Fee Simple Value by Income Approach		\$686,482		
Rounded		\$685,000		

The value opinion of value of the subject, including appliances, via the income approach, is **Six Hundred Eighty-Five Thousand Dollars (\$685,000)**.

DEBT COVERAGE RATIO

Based on the final value opinion and the subject's projected net operating income, the debt coverage ratio for the subject is as follows:

Debt Coverage Ratio Analysis 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin			
Inputs			
Value Estimate	\$	685,000	
Term		25	300
Interest Rate		3.50%	0.29%
Loan Ratio		75%	
Loan Amount	\$	513,750	
Monthly Payment		\$2,572	
Annualized		\$30,863	
Net Operating Income	\	Annual Debt Service	= Debt Coverage Ratio
\$42,905		\$30,863	1.39

RECONCILIATION AND MARKET VALUE OPINION

In the previous sections of this report, the subject was described and analyzed. A summary of the value indications is as follows:

Reconciliation 12-unit Apartment Building 1917 Madera Street Waukesha, Wisconsin	
Value Indicated by Cost Approach	Not Applicable
Value Indicated by Sales Comparison Approach	\$685,000
Value Indicated by Income Capitalization Approach	\$685,000
Overall Value	\$685,000

The subject is located in a mostly built-up area. There are few land sales available. Further, the building is 43 years old and thus replacement cost new would require considerable interpolation, making physical depreciation difficult to accurately estimate. This would require considerable subjective judgment. In addition, the cost to replace/reproduce a building like the subject, less depreciation from all causes, is not a method used by market participants as a way to establish market value. Therefore, the cost approach is not considered applicable in the appraisal of the subject and is not included herein.

The sales comparison approach is a reliable indicator of value. It is based on arms-length transactions that reflect all considerations of the marketplace. The subject's market is active and sales of comparable properties are available. The necessary adjustments are well-supported. Therefore, consideration is given the sales comparison approach in arriving at the value opinion.

The income approach uses actual and market-based rental rates, expenses, and capitalization rates; and therefore, it is considered reliable. Further, investors in this market will often analyze investment opportunities in this manner. All aspects of this approach are market-based and reliable. Therefore, the income approach is given significant consideration in arriving at the value opinion.

The income approach is given primary consideration and the sales comparison approach is given secondary consideration in arriving at the value opinion. The cost approach is considered but not applied. As a result of the analyses and conclusions of the market data, subject to the Certification, Appraisal Definitions, and Contingent and Limiting Conditions contained herein, the market value opinion of the subject, in fee simple estate interest, as of the effective date of December 13, 2021, is **Six Hundred Eighty-Five Thousand Dollars (\$685,000)**, which includes \$6,000 of personal property.

CONTINGENT AND LIMITING CONDITIONS

The certifications of the appraisers and conclusions of value contained herein are subject to the following conditions and to such other specific and limiting conditions as are set forth by the appraisers in the report.

1. This appraisal report is intended to comply with the general reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). This report contains only a synopsis of the data, opinions and reasoning used by the appraisers in concluding the market value. Additional information is retained within the appraisers' file.
2. The appraisers assume no responsibility for legal matters affecting the property appraised or the title thereto, nor do the appraisers render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
3. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraisers have made no survey of the property.
4. The appraisers are not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made. Therefore, a fee of \$300.00 per hour per appraiser is to be paid by you for such appearances and the preparation necessitated thereby.
5. Any distribution of valuation in the report between land and improvements applies only under the existing program of utilization.
6. The appraisers assume there are no hidden or unapparent conditions of the property subsoil or structures that would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering which might be required to discover such factors.
7. Information, estimates and opinions furnished to the appraisers and contained in the report, were obtained from sources considered reliable and believed true and correct. However, the appraisers assume no responsibility for accuracy of such items furnished.
8. The Appraisal Institute governs disclosure of contents in this appraisal report by by-laws and regulations.
9. Neither all, nor any part, or copy thereof, of the report shall be used for any purposes by anyone, but the client specified, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media without written consent and approval of the appraisers.
10. Neither this report, nor portions of this report, nor any non-public information contained within this report, can be released to or used for any purpose by any persons, organizations or data collection agencies, other than the party to whom it is addressed, without the express written consent of the client and appraisers as stated herein. If such written consent has been obtained, the report may only be used in its entirety (including addenda). Possession of this report does not carry with it the right of publication.

11. On all appraisals, subject to satisfactory completion, repairs or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a good workmanlike manner.
12. This report assumes that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
13. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this report.
14. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, private entity or organization have been or can be obtained or renewed for any use on which the value conclusions contained in this report are based.
15. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
16. The appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous wastes and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. Unless otherwise stated in this report, the appraisers' value conclusion is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and resulting comments are the result of a routine observation made during the appraisal process.
17. Unless otherwise stated in this report, the subject is appraised without conducting a specific compliance survey to determine if it is or is not in conformance with the requirements of the Americans with Disabilities Act (ADA). The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
18. For all prospective opinions of value, the appraisers cannot be held responsible for unforeseeable events that alter market conditions prior to the effective date of the appraisal.
19. This appraisal is based upon a limited visual inspection of readily accessible areas. It is not a property inspection, and should not be relied upon to identify non-apparent conditions.

EXHIBITS

EXHIBIT A - PHOTOGRAPHS



Front View of the Subject
The Camera is Facing Southeast



Street Scene, Madera Street
The Camera is Facing North



Street Scene, Madera Street
The Camera is Facing West



Exterior View
Rear View of Subject



Exterior View
Surface Parking



Interior View
Typical Living Room



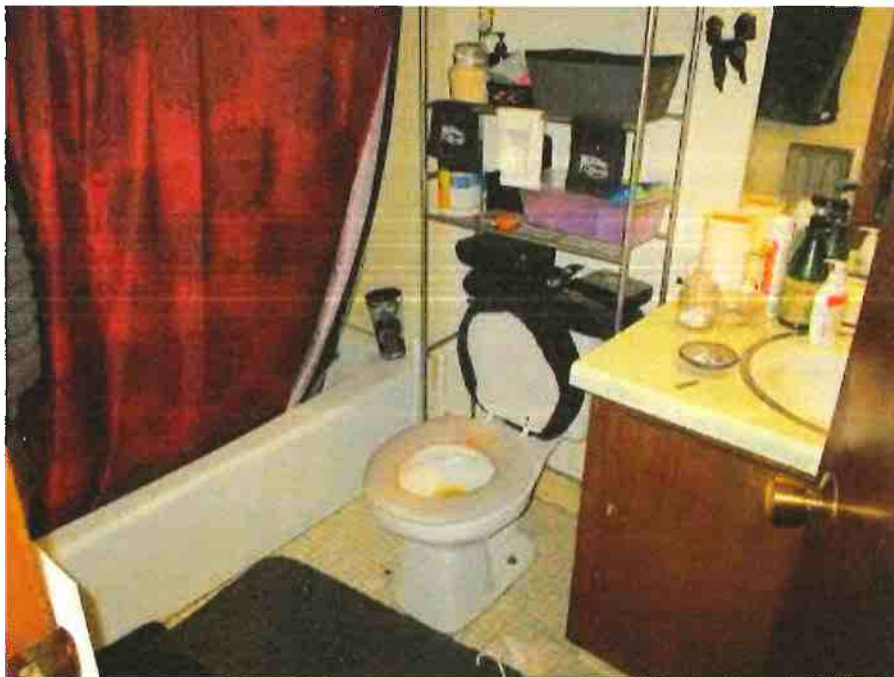
Interior View
Typical Living Room



Interior View
Typical Kitchen



Interior View
Typical Kitchen



Interior View
Typical Bathroom



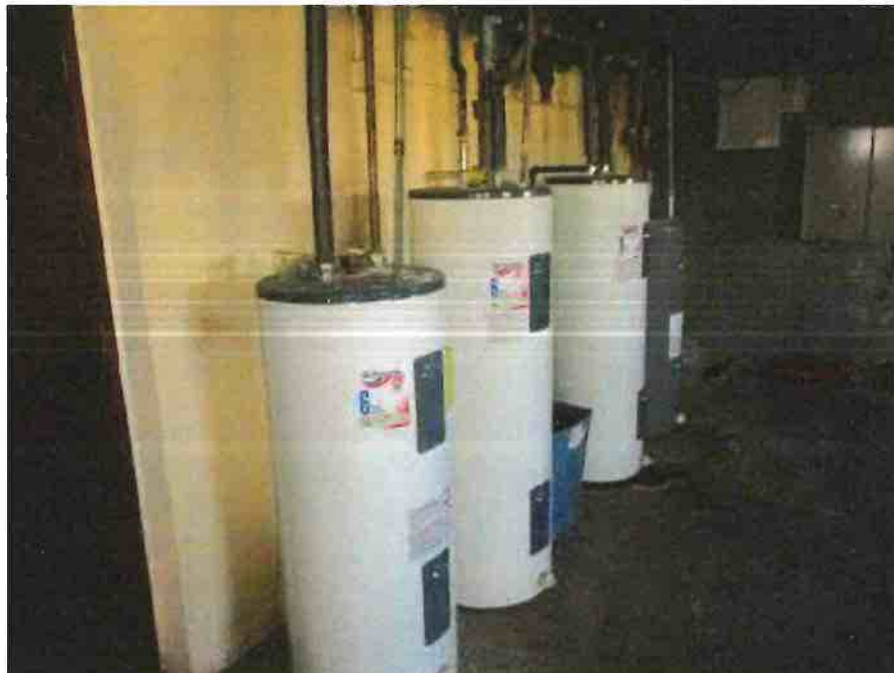
Interior View
Typical Bathroom



Interior View
Typical Bedroom



Interior View
Laundry



Interior View
Water Heaters



Interior View
Air Conditioning



Interior View
Air Conditioning

EXHIBIT B - DEFINITIONS

The following terms are defined by the Appraisal Institute, in *The Dictionary of Real Estate Appraisal*, Sixth Edition, 2015, published by the Appraisal Institute.

As-Is Market Value - The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Interagency Appraisal and Evaluation Guidelines)

Date of the Report - The date on which the report is transmitted to the client.

Discounted Cash Flow (DCF) Analysis - The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate.

Effective Date - The date on which the appraisal or review opinion applies.

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Inspection Date - The date on which an inspection is performed; distinct from, but often the same as, the date of the value opinion.

Leased Fee Interest - The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Market Value of Going Concern Value - The market value of an established and operating business including the real property, personal property, financial assets, and the intangible assets of the business.

Prospective Opinion of Value - A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Retrospective Value Opinion - A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."

Salvage Value - The price expected for a whole property (e.g., a house) or a part of a property (e.g., a plumbing fixture) that is removed from the premises usually for use elsewhere.

EXHIBIT C – RENT ROLL & OPERATING STATEMENT

TENANTS FOR 1917 MADERA

1. JIM VAN HORN (DIANE HATCHELL, MOM, PAYS RENT) \$525.00
2. LEE ANN BOOKS \$525.00
3. SERENA SMITH \$525.00
4. MARISSA TIEGS, JON BARKER \$525.00
5. JERRY HEMPSTEAD (WAS SUPPOSED TO MOVE OUT AS OF YESTERDAY)
6. DANIEL CRUZ, ISABELLA KRIMMER \$525.00
7. STEVE ALEXANDER \$525.00
8. MELODY ICE \$525.00
9. TABIANNA VILLANUEVA \$550.00
10. TRACIE KALTENBAUGH \$525.00
11. AMY CEASE \$525.00
12. DELFINO PONCE \$525.00

Budgetland Disposal
Monthly for 1 yard recycle service

Every two weeks for 4 yard load trash service \$104.72

Softwater Inc. softener is leased

Monthly lease \$41.00 plus whatever amount of salt.

EXHIBIT D – OFFER TO PURCHASE

Approved by Wisconsin Real Estate Examining Board
10-1-16 (Optional Use Date) 1-1-16 (Mandatory Use Date)

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

WB-44 COUNTER-OFFER

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

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 11/23/2021 and signed by Buyer David & Jacinta Hainline
2 for purchase of real estate at 1917 Madera Street Waukesha, WI

3 is rejected and the following Counter-Offer is hereby made.
4 CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple
5 counter-proposal unless incorporated by reference.

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: Seller to pay
7 commission of 2.4% to Buyers agency Buyer to provide pre approval letter within 15 days
8 of acceptance.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28 The attached _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before November 30, 2021
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.
34 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery
35 as provided at lines 30-33.

36 This Counter-Offer was drafted by Dick Roberts C21 Affiliated, Delafield. on 11/26/2021
37 Licensee and Firm ▲ Date ▲

38 (a) [Signature] 11/26/21 (b) _____
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
40 Print name Tom Higbee Print name ▲

41 (a) [Signature] 11/26/21 (b) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
43 Print name Jean Higbee Print name ▲

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

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

47 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or
48 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-
49 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving
50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704
Phone: 608-261-1191 Fax: 608-261-1192
www.wisconsinrealtors.org

Miles

L&A Appraisal, Inc. Form 1000-007-01 (10/01/01)

Record Address 1917 Madera St., Waukesha, WI 53189-7542

Page 1 of 1 (02/11)

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 657 658-673.

658 (1) **Personal**, giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 659 line 660 or 661.

660 Name of Seller's recipient for delivery, if any _____

661 Name of Buyer's recipient for delivery, if any _____

662 (2) **Fax**, fax transmission of the document or written notice to the following number, _____

663 Seller, () _____ Buyer, () _____

664 (3) **Commercial**, depositing the document or written notice, fees prepaid or charged to an account, with a
 665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery for delivery to the Party's
 666 address at line 669 or 670.

667 (4) **U.S. Mail**, depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller _____

670 Address for Buyer _____

671 (5) **Email**, electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: droberts@century21affiliated.com

673 Email Address for Buyer: mulvaney@sanjayalou.com

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 **ADDENDA**: The attached _____ are made part of this Offer.

677 This Offer was drafted by (Licensee and Firm) Jean Mulvaney, Metro Brokers DR Realty

678 Buyer Entity Name (if any) Old World Investments LLC

679 (X) _____ 11/23/2021
 680 Buyer's Authorized Signature ▲ Print Name/Title Here ▶ David Mainline Date ▲

681 (X) Jacinta Mainline 11/23/2021
 682 Buyer's Authorized Signature ▲ Print Name/Title Here ▶ Jacinta Mainline Date ▲

683 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
 684 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
 685 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
 686 **COPY OF THIS OFFER.**

687 Seller Entity Name (if any) _____

688 (X) _____
 689 Seller's Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

690 (X) _____
 691 Seller's Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

692 This Offer was presented to Seller by (Licensee and Firm) Dick Roberts Century 21 Affiliated

693 on 11/26/2021 at 12 noon a.m./p.m.

694 This Offer is rejected _____ This Offer is countered [See attached counter] 11/26/21

695 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Authenticity ID: 217AD109-B11D-416D-A73E-1DB668A7E5CF

Approved by the Wisconsin Real Estate Examining Board
1-1-2021 (Optional Use Date) 2-1-2021 (Mandatory Use Date)

Metro Brokers DR Realty
Page 1 of 12, WB 16

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 23, 2021 [DATE] IS (AGENT OF BUYER)
2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE!
3 The Buyer, Old World Investments LLC
4 offers to purchase the Property known as 1917 Madera St
5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
7 650, or attach as an addendum per line 676] in the City of Waukesha County
8 of Waukesha Wisconsin, on the following terms:
9 **[PURCHASE PRICE]** The purchase price is Six Hundred Seventy-Five Thousand
10 Dollars (\$675,000.00).
11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: 12 window air
13 conditioners, 12 stoves, 12 refrigerators, 2 washing machines, 2 dryers.
14
15
16 All personal property included in purchase price will be transferred by bill of sale or
17 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included
18 or not included.
19 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: Sellers and tenants personal property.
21
22
23
24 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 26-
25 34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.
26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
35 **CAUTION:** Exclude fixtures not owned by Seller such as rented fixtures. See lines 20-23.
36 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before November 24, 2021. Seller may keep the Property
38 on the market and accept secondary offers after binding acceptance of this Offer.
39 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
40 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.
42 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
43 deadlines running from acceptance provide adequate time for both binding acceptance and performance.
44 **[CLOSING]** This transaction is to be closed on December 30, 2021
45 at the place selected by Seller.
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.
48 **CAUTION:** To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
49 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
50 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
51 transfer instructions.
52 **[EARNEST MONEY]**
53 **EARNEST MONEY** of \$ 5,000.00 accompanies this Offer.
54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
55 **EARNEST MONEY** of \$ 5,000.00 will be mailed, or commercially, electronically
56 or personally delivered within 5 days ("5" if left blank) after acceptance.

Metro Brokers DR Realty, 10000 W. 10th Ave., Suite 100, Waukesha, WI 53186
John M. Matusz

Printed with eForms by eForms, 11870 E. Greenfield Road, Frisco, Michigan 48426
www.eForms.com

Phone: (262) 522-5551

Fax:

Mobile: 1917

Authenticity ID: 217AD139-B51B-44B3-A73E-1DB660A7C7CF

Property Address: 1917 Madera St., Waukesha, WI 53189-7542

Page 2 of 12, WB-16

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
58) [STRIKE THOSE NOT APPLICABLE]

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **[TIME IS OF THE ESSENCE]** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines [STRIKE AS APPLICABLE] and all other dates and Deadlines in
87 this Offer except:

88 _____ If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **[PROPERTY CONDITION REPRESENTATIONS]** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated

94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and _____

96 _____
97 _____
98 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)]**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.

107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.

109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.

114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.

117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

Prepared with assistance by eScribe 10700 Edison Road, Fremont, Michigan 48026 www.escribe.com

Mainline 1917

Authenticity ID: 317AD33-651D-41B2-A73E-1DE6C8A7E5CF

Property Address: 1917 Madera St, Waukesha, WI 53189-7542

Page 3 of 12, WB-18

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
 119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
 122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
 124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
 126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
 128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
 132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
 134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
 136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
 138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
 139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
 141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
 142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
 143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
 148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
 152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
 153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
 155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
 156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
 159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
 162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
 164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
 165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
 167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
 169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
 173 sliding, settling, earth movement or upheavals.

Authenticity ID: 21224323-E51D-41B2-A735-1DB46A07C5CE

Property Address: 1917 Madera St., Waukesha, WI 53189-7542

Page 4 of 12, WB-18

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
 175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
 176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
 177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
 178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
 179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
 180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: 2 Story Apartment Building

182 _____
 183 _____ (insert proposed use and type and
 184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units).

185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
 186 181-183.

187 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
 188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
 191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
 192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
 194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
 195 cost of Buyer's proposed use described at lines 181-183.

196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
 197 roads.

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither
 199 stricken) obtaining the following, including all costs: a ☐ ~~CHECK ALL THAT APPLY~~ ☐ rezoning; ☐ conditional use permit;
 200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.
 201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
 202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
 204 providing" if neither is stricken) a _____ survey
 205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
 206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
 207 (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
 208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
 209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
 211 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:
 212 staking of all corners of the Property; identifying dedicated and apparent streets, lot dimensions; total acreage or square
 213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
 214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
 215 policy.

216 **CAUTION:** Consider the cost and the need for map features before selecting them. Also consider the time required
 217 to obtain the map when setting the deadline.

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
 219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
 220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
 221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
 222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
 223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
 226 Buyer within _____ days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

227 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity
 228 ☒ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
 229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
 231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☒ Rent roll.

233 ☒ Other Verification of Water softener(s) rented or owned

234

Authenticity ID: 31720133-B51E-4192-8732-1D868A7E1FCE
 Property Address: 1917 Madera St., Waukeesh, WI 53189-7542

Page 5 of 12, WB-18

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

ENVIRONMENTAL EVALUATION CONTINGENCY: This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-291), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~ ("Buyer's" if neither is stricken), which discloses no Defects.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

RIGHT TO CURE: Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

- (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;
- (2) curing the Defects in a good and workmanlike manner; and
- (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and:

- (1) Seller does not have a right to cure; or
- (2) Seller has a right to cure but:
 - (a) Seller delivers written notice that Seller will not cure; or
 - (b) Seller does not timely deliver the written notice of election to cure.

ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an addendum per line 676.

INSPECTIONS AND TESTING: Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

Prepared with eScribble by eScribble 10/02 Eileen McLeod, Proser, Michigan 48076 www.eScribble.com

Hotline 1917

Authentication ID: 31720733-B51D-41B2-A735-10B6A0A7E5CF
 Property Address: 1917 Madera St., Waukesha, WI 53189-7542

Page 6 of 12, WB-18

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 301 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
 306 be reported to the Wisconsin Department of Natural Resources.

307 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
 309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 311 inspection of unseen units and all unaccessible parts of the building not seen at walk
 312 thru

313 (list any Property feature(s) to be separately inspected, e.g., dumpster, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
 315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
 316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
 319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within 20 days ("20" if left blank) after acceptance, delivers
 321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
 322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
 325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
 327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 329 **of the premises.**

330 **■ RIGHT TO CURE:** Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure the Defects.
 331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
 333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have the right to cure; or

338 (2) Seller has the right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 343 **Conventional** [loan type or specific lender, if any] first mortgage loan commitment as described
 344 below, within 30 days after acceptance of this Offer. The financing selected shall be in an amount of not less than
 345 \$ 540,000.00 for a term of not less than 25 years, amortized over not less than 25 years. Initial
 346 monthly payments of principal and interest shall not exceed \$ 2,776.31. Buyer acknowledges that lender's

347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

349 to pay discount points in an amount not to exceed 0 % ("0" if left blank) of the loan. If Buyer is using multiple loan
 350 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached
 351 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow

353 lender's appraiser access to the Property.

354 **■ LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 356 shall be adjusted as necessary to maintain the term and amortization stated above.

Prepared with ProForm by dLogic 14016 Elgin Mile Road, Elgin, IL 60120 www.dlogic.com

Printed: 1917

Authenticity ID: 217AD030R51B-4469-A73E-1B666A7F3CF

Property Address: 1917 Madera St., Waukesha, WI 53189-7542

Page 7 of 12, WB-15

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 OR 359.**

358 ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 3.750 %.

359 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

364 **NOTE:** If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a
365 contingency for that purpose.

366 ☒ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.

374 **CAUTION:** The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
375 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
376 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

377 ☒ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344,
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.

380 ☒ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of
383 unavailability.

384 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.

392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:

394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or

396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.

404 ☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within 30 days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.

411 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

Authenticity ID: 317AD199-B1B-4163-A735-10B66A7E3CF

Property Address: 1917 Madera St., Waukesha, WI 53189-7542

Page 9 of 12, WR-16

478 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-479 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
478 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
495 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
496 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
497 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
498 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
499 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

500 **LEASED PROPERTY:** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

503 _____
504 _____ Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.
505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

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

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land,
535 building or room dimensions, if material.

Printed with approval by eScribe 14709 Dieren Mile Road, Finner, Michigan 48026 www.eScribe.com

Initiated 1917

Authenticity ID: 317AD34-B510-4182-A735-10B608A7E3CF

Property Address: 1917 Madera St., Waukesha, WI 53109-7542

Page 10 of 12, WB-15

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

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

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

Authentication ID: 31720108-B118-4182-673E-1D648A7E3CE
 Property Address: 1917 Madera St, Waukesha, WI 53189-7542

Page 11 of 12, WB-15

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
 595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
 597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
 598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
 600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
 601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
 603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
 604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
 605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
 606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
 608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
 609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
 611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
 612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
 613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
 614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
 615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
 618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
 619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** Seller to pay commission of 3% to buyers' agency.

621
 622
 623
 624
 625
 626
 627
 628
 629
 630
 631
 632
 633
 634
 635
 636
 637
 638
 639
 640
 641
 642
 643
 644
 645
 646
 647
 648
 649
 650

651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
 652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
 653 exchanger shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
 654 result of the exchange.

Authenticity ID: 147AD434-B14D-41B3-AT3E-1DB466A7C5CF

Property Address: 1917 Madera St., Waukesha, WI 53109-7542

Page 12 of 12, WB-15

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 659 660 or 661.

660 Name of Seller's recipient for delivery, if any: _____

661 Name of Buyer's recipient for delivery, if any: _____

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

663 Seller: (_____) Buyer: (_____) _____

664 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
 665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 666 address at line 669 or 670.

667 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller: _____

670 Address for Buyer: _____

671 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: droberts@o21affiliated.com


673 Email Address for Buyer: mulvaneyjean@yahoo.com

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Jean Mulvaney, Metro Brokers DR Realty

678 Buyer Entity Name (if any): Old World Investments LLC

679 (x)  11/23/2021 11/23/2021
 680 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ David Hainline Date ▲

681 (x) Jacinta Hainline 11/23/2021 11/23/2021
 682 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Jacinta Hainline Date ▲

683 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
 684 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
 685 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
 686 **COPY OF THIS OFFER.**

689 Seller Entity Name (if any): _____

690 (x) _____
 691 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

692 (x) _____
 693 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

694 This Offer was presented to Seller by [Licensee and Firm] _____

695 _____ on _____ at _____ a.m./p.m.

696 This Offer is rejected _____ This Offer is countered [See attached counter]
 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Printed with signature by software: 147AD434-B14D-41B3-AT3E-1DB466A7C5CF www.eSign.com

Hainline 1917

EXHIBIT E - FLOODPLAIN MAP



RiskMeter

1917 MADERA ST WAUKESHA, WI 53189

LOCATION ACCURACY: Established

Flood Zone Determination Report

Flood Zone Determination: **OUT**

PANEL DATE

November 05, 2014

MAP NUMBER

55133C08266



© 2021 Caroling, Inc. All rights reserved. CAROLING, RISKMETER, RISKMETER POINT are the Caroling Equine trademarks of Caroling, Inc. and/or its subsidiaries. All other trademarks are the property of their respective holders.

Report generated Dec 13, 2023 by l-a-appraisal.com

Page 2 of 2

EXHIBIT F - QUALIFICATIONS AND CERTIFICATIONS

DANIEL T. WILKINS**L & A Appraisal, Inc.**

1845 North Farwell Avenue, Suite 102

Milwaukee, Wisconsin 53202-1715

Tel 414-732-2880, ext. 113 / Fax 414-732-2890

dan@la-appraisal.com / www.la-appraisal.com**Experience****L & A Appraisal, Inc. / Lauenstein & Associates**

Wisconsin Certified General Appraiser #1552

Milwaukee, WI

5/2005-Present

Types of Properties Appraised

- Vacant Land Parcels
- Multi-family Apartments
- Rooming Houses
- Single-family Homes and Duplexes
- Partial and Complete Acquisitions
- Churches
- Bars/Lounges
- Retail
- Office
- Condominiums
- Subdivisions
- Industrial
- Mixed Use

Wilkins Properties, Inc.

Owner/Managing Member

Milwaukee, WI

12/2006-Present

Investment and Property Management

- ♦ Structuring real estate investment co-ownerships and LLCs.
- ♦ Management of leasing, maintenance, renovations, rent collection, and bill pay.
- ♦ Over 500 apartment units managed.

The Apartment Specialist, Inc.

Real Estate Agent

Santa Barbara, CA

6/2004-4/2015

- Represented buyers and sellers of commercial real estate properties in negotiating prices and terms of transactions.
- Analyzed income and expenses of individual properties in determining building values.
- Valued subject properties by using statistics of comparable sales such as cap rates and gross rent multipliers.

Education**University of Wisconsin-Madison**

Bachelor of Business Administration degree

Madison, WI

9/2000-5/2004

Double Major: Real Estate and Urban Land Economics;

Finance, Investments and Banking

Qualifying Courses:

- Real Estate 306: Real Estate Process, 2002
- Real Estate 415: Real Estate Valuation, 2003
- Real Estate 312: Real Estate Law, 2003
- Real Estate 410: Real Estate Finance, 2003
- Real Estate 420: Urban Land Economics, 2003
- Real Estate 611: Residential Development, 2004
- How to Analyze and Value Income Properties
- Land and Site Valuation
- Appraising Apartments: The Basics
- 2010-2011 National USPAP Update Equivalent

Designations, Certifications, and Licenses

Wisconsin Certified General Appraiser #1552

NO. 1552 - 10

EXPIRES 12/14/2023

**The State of Wisconsin
Department of Safety and Professional Services**

Hereby certifies that
DANIEL T WILKINS

was granted a certificate to practice as a
**CERTIFIED GENERAL APPRAISER ELIGIBLE TO APPRAISE FEDERALLY
RELATED TRANSACTIONS IS AQB COMPLIANT**

*in the State of Wisconsin in accordance with Wisconsin Law
on the 2nd day of June in the year 2008.*

The authority granted herein must be renewed each biennium by the granting authority.

*In witness thereof, the State of Wisconsin
Department of Safety and Professional Services
has caused this certificate to be issued under
its official seal.*



[Signature]
KIMBLE TROVATY

This certificate was printed on the 1st day of December in the year 2021

ROBERT W. QUAM JR., MAI, ASA, GAA

L & A Appraisal, Inc.
 1845 North Farwell Avenue, Suite 102
 Milwaukee, Wisconsin 53202-1715
 Tel 414-732-2880, ext. 112 / Fax 414-732-2890
Robert@la-appraisal.com / www.la-appraisal.com

Experience	L & A Appraisal, Inc. (Formerly Lauenstein & Associates) Milwaukee, WI President / Commercial Real Estate Appraiser 10/2009-Present • <i>Specializing in Manufacturing & Industrial-type properties</i> Other types of Properties Appraised • Vacant Land • Multi-family • Retail • Office • Mixed-use • Special Purpose
Qualifications, Licenses, and Designations	Wisconsin Certified General Appraiser (#1665-10) Designated Member of the Appraisal Institute (MAI) (Appraisal Institute) Accredited Senior Appraiser (ASA) (American Society of Appraisers) General Accredited Appraiser Designation (GAA) (National Association of Realtors)
Positions of Leadership	Board of Directors- Wisconsin Chapter of the Appraisal Institute (2018 – 2021) Village of Wind Point Board of Trustees (2014 – 2019) Village of Wind Point Architectural Review Board (2014 – 2019) Village of Wind Point Plan Commission (2014 – 2019)
Education	University of Wisconsin-Madison Madison, WI Bachelor of Business Administration 9/2003-12/2007 Double Major: Real Estate and Urban Land Economics; Finance, Investments, and Banking Appraisal Institute 2011 – Present Designated Member Qualifying / Continuing Education Courses: • General Appraiser Site Valuation and Cost Approach • Appraisal Challenges: Declining Markets and Sales Concessions • Business Practices and Ethics • 15 Hour National USPAP Equivalent Course • General Appraiser Report Writing and Case Studies • General Appraiser Sales Comparison Approach • Advanced Market Analysis and Highest & Best Use • Advanced Income Capitalization • Advanced Concepts & Case Studies • Appraising Cell Towers • General Demonstration Report-Capstone Program • Ted Whitmer Comprehensive Appraisal Workshop • 7 Hour National USPAP Equivalent Course (Every 2 Years) • Data Verification Methods • Real Estate Appraiser Risk Reduction • Review Theory-General • The Appraiser as an Expert Witness • Supervisory Appraiser/Trainee Appraiser Course American Society of Appraisers • RP-401: Allocating Components in Going Concerns Appraisals

NO. 1865 - 10

EXPIRES 12/14/2023

**The State of Wisconsin
Department of Safety and Professional Services**

Hereby certifies that
ROBERT W QUAM JR.
was granted a certificate to practice as a
**CERTIFIED GENERAL APPRAISER ELIGIBLE TO APPRAISE FEDERALLY
RELATED TRANSACTIONS IS AQB COMPLIANT**

*in the State of Wisconsin in accordance with Wisconsin Law
on the 26th day of June in the year 2012.*

The authority granted herein must be renewed each biennium by the granting authority.

*In witness thereof, the State of Wisconsin
Department of Safety and Professional Services
has caused this certificate to be issued under
its official seal.*



James B. Linn
Chief Executive Officer

This certificate was printed on the 29th day of October in the year 2021

EXHIBIT G - ENGAGEMENT LETTER

December 9, 2021

Robert W. Quam Jr.,
L & A Appraisal, Inc.
1845 N Farwell Ave, Suite 102
Milwaukee WI 53202

via email: bids@la-appraisal.com

RE: Appraisal Engagement Letter
Borrowers: Old World Investments LLC
Property Addresses: 1917 Madera St., Wauwatosa (12 units)

Dear Mr. Quam:

This letter is to confirm that you will be performing the appraisal assignment on the above-referenced property.

The undersigned will serve as your sole source of financial institution contact regarding these assignments.

Contact Name	Phone Number
David Hanline	(414) 875-7548
Jean	(262) 327-5567

Please contact David (Buyer) or Jean (Agent) at the methods above to request any additional information you may need.

Any interim information or preliminary value conclusions are to be provided to Landmark Credit Union exclusively. The summary narrative appraisals are to be done in conformance with FIRREA appraisal guidelines. We have agreed upon the following:

Target Completion Date: on or before Thursday, December 23, 2021
Cost not to exceed: [REDACTED]

Thank you for your assistance. If you have any questions, please contact me directly.

Sincerely,

As agreed to by:



Joe Burns
Senior Credit Analyst
Landmark Credit Union
2775 S. Moorland Rd., Suite 200
New Berlin WI 53151
(262) 796-4500 ext. 3552

Robert W. Quam, Jr.
L & A Appraisal, Inc.

cc: Leticia Schwengel

