FILE COPY

STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD

IN THE MATTER OF THE DISCIPLINARY PROCEEDINGS AGAINST	:	
	:	FINAL DECISION AND ORDER
BILL F. HOLMAN, RESPONDENT	:	Case Number 96 REB 048
	:	LS 9807233 REB

The parties to this action for the purpose of Wis. Stats. sec. 227.53 are:

Bill F. Holman
County Highway BH
Highland, WI 53543

Wisconsin Real Estate Board
P.O. Box 8935
Madison, WI 53708

Department of Regulation and Licensing
Division of Enforcement
P.O. Box 8935
Madison, WI 53708-8935

The parties in this matter agree to the terms and conditions of the attached Stipulation as the final disposition of this matter, subject to the approval of the Board. The Board has reviewed this Stipulation and considers it acceptable.

Accordingly, the Board in this matter adopts the attached Stipulation and makes the following:

FINDINGS OF FACT

1. **Bill F. Holman** ("Holman"), date of birth 2/2/34, is licensed in the State of Wisconsin as a real estate broker having license # 90-19568. This license was first granted to him on 8/4/77.

2. Holman's most recent address on file with the Department of Regulation and Licensing is, County Highway BH Highland, WI 53543.

3. On or about July 27, 1983, Holman was disciplined by the Wisconsin Real Estate Board in case number 79 REB 116. A copy of this Final Decision and Order is attached hereto

as **Exhibit A**, and incorporated herein by this reference. This Order suspended the real estate broker license of Holman.

4. On or about March 20, 1984 the Real Estate Board issued a decision in case number 83 REB 399, wherein the Real Estate Board suspended Holman's license for 45 days as a result of violating the July 27, 1983 disciplinary order of the board. A copy of this Final Decision and Order is attached hereto as **Exhibit B**, and incorporated herein by this reference.

5. On or about December 10, 1995, Holman entered into a WB-Farm Listing Contract-Exclusive Right to Sell, for the marketing of farm property held by the Estate of Thomas Scullion located, at 789 County I, Highland, WI 53543. A copy of this listing is attached hereto as **Exhibit C**, and incorporated herein by this reference.

6. On or about December 10, 1995 Holman prepared a "DISCLOSURE OF REAL ESTATE AGENCY" form for the signature of the two personal representatives of the Estate of Thomas Scullion. A copy of this form is attached hereto as **Exhibit D**, and incorporated herein by this reference.

7. On or about January 23, 1996 Holman, as agent of the "seller", drafted a WB-12 Farm Offer to Purchase, for the signature of buyers Larry Bomkamp and Steve Edwards. This offer states that earnest money of $500.00 accompanied the offer and that an additional $4,500.00 would be paid to the broker within 5 days of "OK of financing". The financing contingency allowed financing to be confirmed within 30 days of the date of acceptance. Holman did not sign a receipt for the earnest money delivered to him with the offer. A copy of this Offer to Purchase is attached hereto as **Exhibit E**, and incorporated herein by this reference.

8. On or about January 27, 1996 Holman drafted a Counter-Offer for the transaction which was accepted on January 31, 1996. A copy of this Counter-Offer is attached hereto as **Exhibit F**, and incorporated herein by this reference.

9. On or about February 6, 1996 the financing contingency was waived by Edwards and Bomkamp.

10. The terms of the purchase contract state that the transaction was to close ". . . no later than April 1, 1996 unless another date or place is agreed to in writing.

11. The transaction closed on April 30, 1996 and no agreement was prepared by Holman for delay of the closing date.

12. During investigation of this matter, the Division of Enforcement requested a copy of Holman's entire file and all relevant documents. Holman failed to provide any real estate trust account documents to the Division. Holman also failed to provide any agency disclosure forms except for the one signed by the seller's personal representatives dated December 10, 1995.

13. The closing statement drafted by Holman for the closing of this transaction is attached hereto as **Exhibit G**, and incorporated herein by this reference. No earnest money is accounted for on this closing statement.

14. Prior to closing, and without the knowledge or consent of the seller, Holman showed the residence and outbuildings plus adjoining acreage to prospective purchasers who might be interested in purchasing the buildings from the buyers Edwards and Bomkamp. At the time of this showing, Edwards ands Bomkamp did not have occupancy of the property.

15. At the time of the showing, Holman did not have an agency agreement with Edwards and Bomkamp.

16. At the time of the showing, Holman did not have a buyer's agency agreement with the potential purchasers.

17, Upon learning of Holman's showing of the property to persons who might potentially purchase it from Bomkamp and Edwards, the seller's representatives objected to Holman.

18. Holman failed to obtain signed Agency Disclosure forms from the potential buyers and failed to obtain a signed Agency Disclosure form from Edwards and Bomkamp.

CONCLUSIONS OF LAW

1. The Wisconsin Real Estate Board has jurisdiction to act in this matter pursuant to sec. 452.14, Wis. Stats.

2. The Wisconsin Real Estate Board is authorized to enter into the attached Stipulation pursuant to sec. 227.44(5), Wis. Stats.

3. Respondent **Bill F. Holman** has violated:

a. Sections 452.133(2)(a) and 452.14(L) of the Wisconsin Statutes by failing to loyally represent the client interests of the Estate of Thomas Scullion by providing the brokerage services described above to Edwards, Bomkamp and potential purchasers of Edwards and Bomkamp at a time when he had an agency relationship with the Estate and no written agency relationship with Edwards and Bomkamp and no written consent from the representatives of the estate.

b. Sections RL 24.025(2) and 24.08 of the Wisconsin Administrative Code and Sections 452.14(3)(i), 452.135(1), 452.137(1), and 452.14(3)(L) of the Wisconsin Statutes by providing brokerage services to one or more clients or customers without a written agency agreement.

c. Sections RL 24.07(8) and 24.08 of the Wisconsin Administrative Code and Sections 452.135(2), 452.14(3)(i), and 452.14(3)(L) of the Wisconsin Statutes, by failing to have a written agreement with all parties when the date of closing was changed from April 1, 1996 to April 30, 1996, by not having a written listing contract with Larry Bomkamp and Steve Edwards for property that was shown between February 6, 1996 and April 30, 1996, and by not providing a written Agency Agreement to Bomkamp and Edwards and by not providing a written Agency Agreement to the potential buyers from Bomkamp and Edwards.

d. Sections RL 15.03(1) and 24.08 of the Wisconsin Administrative Code and Sections 452.14(3)(h) and 452.14(3)(i) of the Wisconsin Statutes, by failing to account on the written closing statement for all funds received and paid by him in connection with the transaction between the Estate of Thomas Scullion and Larry Bomkamp and Steve Edwards.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, that the attached Stipulation is hereby accepted.

IT IS FURTHER ORDERED, that the real estate license of Respondent **Bill F. Holman**, license # 90-19568, is hereby **Reprimanded.**

IT IS FURTHER ORDERED, that Respondent **Bill F. Holman,** within six months of the date of this Order, successfully complete the following course modules from the real estate salesperson's course at an educational institution approved by the Department of Regulation and Licensing:

a. The two hour Contracts module RL 25.02(2)(a),

b. The four hour Approved Forms module RL 25.02(2)(b),

c. The five hour Trust Accounts, Escrow, Closing Statement module RL 25.02(2)(c),

d. The four hour Business Ethics module RL 25.02(2)(g), and

e. The five hour Consumer Protection module RL 25.02(2)(h)

and submit proof of the same in the form of verification from the institution providing the education to the Real Estate Board, P.O. Box 8935, Madison, WI 53708-8935. None of the education completed pursuant to this requirement may be used to satisfy any continuing education requirements that are or may be instituted by the Board or the Department of Regulation and Licensing.

IT IS FURTHER ORDERED, that in the event Respondent **Bill F. Holman** fails to successfully complete the educational requirements within the time and in the manner as set forth above, then and in that event, and without further notice to the Respondent Bill F. Holman,

his real estate license shall be suspended without further hearing and without further Order of the Board, and said suspension shall continue until further order of the Board.

IT IS FURTHER ORDERED, that Respondent **Bill F. Holman**, pay a **FORFEITURE** of $1,000.00, within 30 days of the date of this Order by making payment of the same to the Department of Regulation and Licensing, P.O. Box 8935, Madison, WI 53708-8935.

IT IS FURTHER ORDERED, that in the event Respondent **Bill F. Holman** fails to pay the $1,000.00 forfeiture within the time and in the manner as set forth above, then and in that event, and without further notice to the Respondent **Bill F. Holman**, his real estate license shall be suspended without further hearing and without further Order of the Board, and said suspension shall continue until the full amount of said forfeiture have been paid to the Department of Regulation and Licensing and his failure to pay the forfeiture shall be considered a violation of this Order by the Board.

IT IS FURTHER ORDERED, that Respondent **Bill F. Holman**, pay partial costs of $300.00, within 30 days of the date of this Order by making payment of the same to the Department of Regulation and Licensing, P.O. Box 8935, Madison, WI 53708-8935.

IT IS FURTHER ORDERED, that in the event Respondent **Bill F. Holman** fails to pay the $300.00 costs within the time and in the manner as set forth above, then and in that event, and without further notice to the Respondent **Bill F. Holman**, his real estate license shall be suspended without further hearing and without further Order of the Board, and said suspension shall continue until the full amount of said costs have been paid to the Department of Regulation and Licensing and his failure to pay the costs shall be considered a violation of this Order by the Board.

IT IS FURTHER ORDERED, that file 96 REB 048 be, and hereby is closed.

Dated this 23 day of July, 1998.

WISCONSIN REAL ESTATE BOARD

By: _____

Attachments: Exhibits A, B, C, D, E, F and G.

1983
79 REB 116

STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD

IN THE MATTER OF DISCIPLINARY PROCEEDINGS AGAINST BILL F. HOLMAN, RESPONDENT.	: : : : :	FINAL DECISION AND ORDER

The State of Wisconsin, Real Estate Board, having considered the above-captioned matter and having reviewed the record and the Proposed Decision of the Hearing Examiner, makes the following:

ORDER

NOW, THEREFORE, IT IS ORDERED that the Findings of Fact and Conclusions of Law included in the Proposed Decision filed by the examiner, a copy of which is annexed hereto, shall be and hereby are made and ordered as the findings of fact and conclusions of law by the State of Wisconsin, Real Estate Board, In the Matter of Disciplinary Proceedings Against Bill F. Holman, Respondent.

IT IS FURTHER ORDERED that the license of Bill F. Holman to practice as a real estate broker in the State of Wisconsin be, and hereby is suspended for a period of 30 days commencing on September 26, 1983.

EXPLANATION FOR VARIANCE

The examining board has adopted the hearing examiner's decision in its entirety, which was based upon a stipulation between the parties, with the exception of the effective date for the commencement of the thirty day suspension. The proposed decision set forth September 7, 1983 as the effective date for the suspension, but noted that this date could be altered by the board pursuant to the stipulation. Since the board believes the suspension should be served subsequent to time of its final decision in this case, the effective date has been altered accordingly.

Dated this 22nd day of September, 1983.

Elaine E. Lemmen

863-231

EXHIBIT

A

BEFORE THE STATE OF WISCONSIN
REAL ESTATE BOARD

IN THE MATTER OF THE DISCIPLINARY PROCEEDINGS AGAINST BILL F. HOLMAN, RESPONDENT	: : : : :	PROPOSED DECISION

The parties to this proceeding for the purposes of Wis. Stats. sec. 227.16 are:

Bill F. Holman
County BH
Highland, WI 53543

State of Wisconsin Real Estate Board
1400 East Washington Avenue, Room 281
P.O. Box 8936
Madison, WI 53708

Department of Regulation and Licensing
Division of Enforcement
1400 East Washington Avenue, Room 183
P.O. Box 8936
Madison, WI 53708

The hearing examiner has received a Stipulation executed by Bill F. Holman, respondent herein, by Paul F. Angel, attorney for respondent, and by Michael J. Buchanan, attorney for complainant. A copy of the Stipulation is attached hereto and made a part hereof.

Based upon the Stipulation and the pleadings on file herein, the examiner recommends that the Real Estate Board adopt as its final decision the following Findings of Fact, Conclusions of Law, and Order, which are the terms agreed upon and stipulated to by the parties.

FINDINGS OF FACT

1. BILL F. HOLMAN, of County BH, Highland, Wisconsin 53543, hereafter referred to as the Respondent, is licensed as a real estate broker, d/b/a Hawkeye Realty and has been so licensed under the provisions of Chapter 452, Wis. Stats., as a real estate broker since August 4, 1977.

2. Phyllis Nelson signed a listing contract with Bill F. Holman, d/b/a Hawkeye Realty on or about May 30, 1979 for the sale of her 175-acre farm located in the Town of Dodgeville, Iowa County, Wisconsin.

3. On or about June 26, 1979 Respondent drafted an Offer To Purchase in which Kenneth C. and Sherilyn L. Nodolf offered to purchase the Nelson farm for $175,000.00. Said Offer To Purchase was accepted by Nelson on or about July 2, 1979. The transaction was set to close on January 1, 1980.

4. The purchase contract referred to in paragraph #3 contained a financing contingency clause worded as follows: "Above offer is subject to obtaining financing by July 25, 1979."

5. On or about October 8, 1979 Nelson informed the Nodolfs that she no longer wished to sell the farm.

6. The Nodolfs started a civil action, Case No. 79 CV 137, in Circuit Court of Iowa County, Wisconsin to compel Nelson to convey the farm to them in accordance with the terms of the purchase contract.

7. The Honorable Kent C. Houck, Circuit Judge of Iowa County, Wisconsin on July 21, 1980 issued a Decision in Case No. 79 CV 137 finding that the above-mentioned financing contingency clause was indefinite and vague; and therefore there never was a binding purchase contract created by the Offer To Purchase and the acceptance. The Court then granted Nelson's motion for Summary Judgment and dismissed the Nodolf's suit for specific performance.

8. The financing contingency clause as drafted by the Respondent is inadequate, indefinite, vague and uncertain, thereby rendering the purchase contract as accepted, a nullity and unenforceable; and fails to adequately express the exact agreement of the parties.

CONCLUSIONS OF LAW

1. The Real Estate Board has jurisdiction in this matter pursuant to Wis. Stats. sec. 452.14.

2. Respondent by failing to draft the financing contingency clause so that upon acceptance the purchase contract became a binding enforceable contract between the parties has violated sec. 452.10(2)(i), Wis. Stats., by demonstrating untrustworthiness or incompetency to act as a broker in a manner which safeguards the interests of the public.

3. Respondent by drafting the financing contingency clause in inadequate, indefinite, vague and uncertain terms failed to adequately express the exact agreement of the parties in violation of Wis. Adm. Code sec. REB 15.01(22), then in effect, and is in violation of sec. 452.10(2)(i), by demonstrating untrustworthiness or incompetency to act as a broker in a manner which safeguards the interests of the public.

ORDER

NOW, THEREFORE, IT IS ORDERED that the license of Bill F. Holman to practice as a real estate broker in the State of Wisconsin be, and hereby is suspended for a period of 30 days commencing on September 7, 1983.

(In the event the Real Estate Board fails to accept any provision of this Proposed Decision except the effective date of the Order, the case shall be returned to the hearing examiner for further proceedings with a statement from the Board as to why the Proposed Decision was not approved.)

WRA:cls
6721

Dated at Madison, Wisconsin this 27th day of July, 1983.

Respectfully submitted,

Wayne R. Austin
Hearing Examiner

1984
83REB399

STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD

IN THE MATTER OF DISCIPLINARY PROCEEDINGS AGAINST	:	
BILL F. HOLMAN, RESPONDENT.	:	FINAL DECISION AND ORDER

The State of Wisconsin, Real Estate Board, having considered the above-captioned matter and having reviewed the record and the Proposed Decision of the Hearing Examiner, makes the following:

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that the Proposed Decision annexed hereto, filed by the Hearing Examiner, shall be and hereby is, made and ordered the Final Decision of the State of Wisconsin, Real Estate Board, with the exception of paragraph 4 of the Findings of Fact which is altered and adopted to provide as follows:

"4. Notwithstanding the suspension period between September 26, 1983, and October 26, 1983, as is set forth in Exhibit A attached to the Complaint herein, HOLMAN held himself out to be a licensed broker or otherwise acted as a real estate broker by so: (1) advertising in (a) Dodgeville Chronicle on or about the following dates: 10/13/83, 10/20/83, as is more fully set forth in Exhibits F and G attached to the Complaint herein; (b) The Advisor, a shoppers' news adjunct to the Dodgeville Chronicle, on or about the following dates: 10/11/83, 10/18/83, as is more fully set forth in Exhibits H and I attached to the Complaint herein."

EXPLANATION OF VARIANCE

Paragraph 4 of the Findings of Fact contained in the Proposed Decision has an apparent typographical or scrivener's error. The date set forth in that finding as "10/3/83" should actually be "10/13/83" in order to conform with the date cited in the Stipulation. Accordingly, this finding has been modified by the board to accurately reflect the agreement of the parties.

A party aggrieved by this decision may petition the board for rehearing within twenty (20) days after service of this decision pursuant to Wis. Stats. sec. 227.12. The party to be named as respondent in the petition is Bill F. Holman.

A party aggrieved by this decision who is a resident of this state may also petition for judicial review by filing the petition in the office of the clerk of the circuit court for the county where the party aggrieved resides within thirty (30) days after service of this decision. A party aggrieved by this decision who is not a resident of this state

EXHIBIT

B

must file the petition for judicial review in the office of the clerk of circuit court for Dane County. A party aggrieved must also serve the board and other parties with a copy of the petition for judicial review within thirty (30) days after service of this decision pursuant to Wis. Stats. sec. 227.16. The party to be named as respondent in the petition is the State of Wisconsin, Real Estate Board.

Dated this 22nd day of March, 1984.

Roger Stanton

1750

STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD

IN THE MATTER OF DISCIPLINARY PROCEEDINGS AGAINST BILL F. HOLMAN, RESPONDENT.	: : : : :	PROPOSED DECISION

The parties to this proceeding for the purposes of Wis. Stats. sec. 227.16 are:

Bill F. Holman
County BH
Highland, WI 53543

State of Wisconsin
Real Estate Board
1400 East Washington Avenue, Room 281
P.O. Box 8936
Madison, WI 53708

Department of Regulation & Licensing
Division of Enforcement
1400 East Washington Avenue, Room 183
P.O. Box 8936
Madison, WI 53708

The hearing examiner has received a Stipulation executed by the Respondent, Bill F. Holman; by Paul F. Angel, attorney for respondent; and by J. Theodore Hall, attorney for complainant. A copy of the Stipulation is attached hereto and made a part hereof.

Based upon the Stipulation and the pleadings on file herein, the examiner recommends that the Real Estate Board adopt as its final decision the following Findings of Fact, Conclusions of Law and Order, which are the terms agreed upon and stipulated to by the parties.

FINDINGS OF FACT

1. BILL F. HOLMAN, of County BH, Highland, Wisconsin 53543 (HOLMAN) is licensed as a real estate broker, d/b/a Hawkeye Realty, and has been so licensed under the provisions of Chapter 452, Wis. Stats. since August 4, 1977.

2. On or about September 22, 1983, the Real Estate Board entered its final decision and order in case #79 REB 119, Holman, setting forth in pertinent part in the order section thereof that "the license of Bill F. Holman to practice as a real estate broker in the State of Wisconsin be, and hereby is, suspended for a period of 30 days commencing on September 26, 1983," all as more specifically set forth in Exhibit A attached to the complaint herein.

3. A certified copy of final decision and order referenced in paragraph 2 above was served upon Paul F. Angel, attorney for respondent Holman, and receipted as received by him on September 27, 1983, and a copy of the final decision and order was certified and served upon Respondent Bill F. Holman and receipted as received by him on October 3, 1983, all as is more specifically set forth in Exhibits B and C attached to the Complaint herein.

4. Notwithstanding the suspension period between September 26, 1983, and October 26, 1983, as is set forth in Exhibit A attached to the Complaint herein, HOLMAN held himself out to be a licensed broker or otherwise acted as a real estate broker by so: (1) advertising in (a) Dodgeville Chronicle on or about the following dates: 10/3/83, 10/20/83, as is more fully set forth in Exhibits F and G attached to the Complaint herein; (b) The Advisor, a shoppers' news adjunct to the Dodgeville Chronicle, on or about the following dates: 10/11/83, 10/18/83, as is more fully set forth in Exhibits H and I attached to the Complaint herein.

5. In mitigation, the respondent avers as follows:

(a) HOLMAN, as is more specifically set forth in paragraph 3 above and Exhibit C attached to the Complaint herein, did not receive a copy of the final decision and order in case #79 REB 119 until October 3, 1983.

(b) By virtue of the facts set forth in paragraph 5(a) above, Mr. Holman was unable to cancel the ads in the Dodgeville Chronicle scheduled for 9/29/83 and 10/6/83.

(c) HOLMAN, in fact, made no actual sales during the suspension period involved in case #79 REB 119, namely between September 26, 1983 and October 26, 1983.

CONCLUSIONS OF LAW

1. The Real Estate Board has jurisdiction in this matter pursuant to Wis. Stats. sec. 452.14.

2. Respondent HOLMAN by the acts and/or omissions set forth in paragraphs 1 through 4 above has: (1) violated the formal suspension and disciplinary order of the Real Estate Board as set forth in Complaint Exhibit A contrary to RL 24.17(2), Wis. Adm. Code; and thereby pursuant to RL 24.01(3), Wis. Adm. Code, is deemed to have demonstrated incompetency to act as a real estate broker in such manner as to safeguard the interests of the public as those terms are used in sec. 452.14(3)(i), Wis. Stats. And (2) by engaging in or following the business or occupation of real estate broker or so advertising or otherwise holding out as a real estate broker at a time when his broker's license was under suspension has: (a) violated sec. 452.03, Wis. Stats.; thereby constituting a violation of sec. 452.14(3)(1), Wis. Stats.; thereby constituting a ground for the imposition of discipline under sec. 452.14(3), Wis. Stats.; and (b) engaged in false, deceptive or misleading advertising in violation of RL 24.04(1), Wis. Adm. Code, and thereby by RL 24.01(3), Wis. Adm. Code violated sec. 452.14(3)(i), Wis. Stats.

ORDER

NOW, THEREFORE, IT IS ORDERED that the license of Bill F. Holman to practice as a real estate broker in the State of Wisconsin be, and hereby is, suspended for a period of 45 days commencing on March 26, 1984. Holman shall surrender his license to the board on or before the effective date of this Order.

(In the event the Real Estate Board does not accept this Proposed Decision as its final decision in the matter, this case shall be returned to the hearing examiner with a statement from the board as to why the Proposed Decision was not approved.)

Dated at Madison, Wisconsin this 20th day of March, 1984.

Respectfully submitted,

Wayne R. Austin
Hearing Examiner

WRA:cls
139-969

BEFORE THE STATE OF WISCONSIN
REAL ESTATE BOARD

IN THE MATTER OF DISCIPLINARY PROCEEDINGS AGAINST	:	
	:	STIPULATION
BILL F. HOLMAN, RESPONDENT.	:	

Respondent BILL F. HOLMAN and his attorney, PAUL F. ANGEL, and Complainant's attorney, J. THEODORE HALL, Division of Enforcement, having reached an agreement for disposition of the above-captioned matter, stipulate and agree as follows:

1. This stipulation shall be submitted to the Hearing Examiner Wayne R. Austin, and the Real Estate Board, for approval and disposition of this matter. If the terms of this stipulation are not acceptable to the Hearing Examiner and the Real Estate Board, the parties shall not be bound by any of the provisions of this stipulation.

2. In settlement of this matter Complainant hereby withdraws the allegations and charges contained in paragraphs 4(2) and 5(3) of the Complaint on file herein, but expressly retains those matters set forth in paragraph 4(1), as amended in paragraph 3 herein and paragraph 5(1) and (2)(a)(b).

3. In settlement of this matter Complainant hereby amends paragraph 4(1)(a) of the Complaint on file herein to delete the dates 9/29/83 and 10/6/83, but expressly retains the balance thereof.

4. BILL F. HOLMAN, of County BH, Highland, Wisconsin 53543 (HOLMAN) is licensed as a real estate broker, d/b/a Hawkeye Realty, and has been so licensed under the provisions of Chapter 452, Wis. Stats. since August 4, 1977.

5. On or about September 22, 1983, the Real Estate Board entered its final decision and order in case #79 REB 119, Holman, setting forth in pertinent part in the order section thereof that "the license of Bill F. Holman to practice as a real estate broker in the State of Wisconsin be, and hereby is, suspended for a period of 30 days commencing on September 26, 1983," all as more specifically set forth in Exhibit A attached to the complaint herein.

6. A certified copy of final decision and order referenced in paragraph 5 above was served upon Paul F. Angel, attorney for respondent Holman, and receipted as received by him on September 27, 1983, and a copy of the final decision and order was certified and served upon Respondent Bill F. Holman and receipted as received by him on October 3, 1983, all as is more specifically set forth in Exhibits B and C attached to the Complaint herein.

7. Not withstanding, the suspension period between September 26, 1983, and October 26, 1983, as is set forth in Exhibit A attached to the Complaint herein, HOLMAN held himself out to be a licensed broker or otherwise acted as a real estate broker by so: (1) advertising in (a) Dodgeville

Chronicle on or about the following dates: 10/13/83, 10/20/83, as is more fully set forth in Exhibits F and G attached to the Complaint herein; (b) The Advisor, a shoppers' news adjunct to the Dodgeville Chronicle, on or about the following dates: 10/11/83, 10/18/83, as is more fully set forth in Exhibits H and I attached to the Complaint herein.

8. Respondent HOLMAN by the acts and/or omissions set forth in paragraphs 1 through 7 above has: (1) violated the formal suspension and disciplinary order of the Real Estate Board as set forth in Complaint Exhibit A contrary to RL 24.17(2), Wis. Adm. Code; and thereby pursuant to RL 24.01(3), Wis. Adm. Code, is deemed to have demonstrated incompetency to act as a real estate broker in such manner as to safeguard the interests of the public as those terms are used in sec. 452.14(3)(i), Wis. Stats. And (2) by engaging in or following the business or occupation of real estate broker or so advertising or otherwise holding out as a real estate broker at a time when his broker's license was under suspension has: (a) violated sec. 452.03, Wis. Stats.; thereby constituting a violation of sec. 452.14(3)(1), Wis. Stats.; thereby constituting a ground for the imposition of discipline under sec. 452.14(3), Wis. Stats.; and (b) engaged in false, deceptive or misleading advertising in violation of RL 24.04(1), Wis. Adm. Code, and thereby by RL 24.01(3), Wis. Adm. Code violated sec. 452.14(3)(i), Wis. Stats.

9. Respondent HOLMAN offers to the Examiner and the Board the following statements in mitigation and Complainant agrees that they be so considered: (1) HOLMAN, as is more specifically set forth in paragraph 6 above and Exhibit C attached to the Complaint herein, did not receive a copy of the final decision and order in case #79 REB 119 until October 3, 1983. (2) By virtue of the facts set forth in paragraph 9(1) above, Mr. Holman was unable to cancel the ads in the Dodgeville Chronicle scheduled for 9/29/83 and 10/6/83. (3) HOLMAN, in fact, made no actual sales during the suspension period involved in case #79 REB 119, namely between September 26, 1983 and October 26, 1983.

10. Based upon the above and in settlement of this matter, Respondent HOLMAN agrees to a suspension of his broker license for a period of forty-five (45) days to commence March 26, 1984.

11. Respondent HOLMAN further agrees that on or before March 26, 1984, the date the suspension is to commence, that he will surrender to the Real Estate Board all licenses previously issued to him with the understanding that for the period of the suspension he may not engage in any activity or hold himself out as a broker that requires the privileges of the license, but that subsequent thereto his license will be returned to him and he may resume license practice without further notice.

12. Respondent HOLMAN has been advised of his right to a public hearing on each and every allegation in this matter, but hereby freely and voluntarily waives his right to a public hearing in this matter and to be further represented by legal counsel or in person in the matter on the condition that all provisions of this stipulation be acceptable to the Examiner and approved by the Real Estate Board.

13. Respondent HOLMAN and his attorney, ANGEL, and Complainant's attorney, HALL, agree that this stipulation may be incorporated into the Examiner's proposed Decision and the Final Decision of the Board as if fully set forth therein.

14. Respondent HOLMAN and his attorney, ANGEL, further agree that Complainant's attorney, J. THEODORE HALL, may appear at any closed deliberative meeting of the Board with respect to this stipulation, but that appearance is limited to statements in support of this stipulation and no other purpose.

15. Respondent and his attorney and Complainant's attorney further agree that upon signature by the parties and approval by the Examiner, the matter may be forwarded directly to the Board for its final disposition, without further notice or review and hereby acknowledge and waive any such notice and review if required.

3-14-84
Date

Bill F. Holman
Bill F. Holman

3-14-84
Date

Paul F. Angel
Paul F. Angel
Attorney for Respondent Holman

3-15-84
Date

J. Theodore Hall
J. Theodore Hall
Attorney for Complainant

JTH:aaz
630-124

Approved by Wisconsin Department of Regulation and Licensing
3-27-95 (Optional Use Date)
7-1-95 (Mandatory Use Date)

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

WB-2 FARM LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY DESCRIBED BELOW ON THE TERMS SET FORTH IN THIS LISTING.

■ *PROPERTY DESCRIPTION:* Approx 7.68A in Sec 4 T13 Highland T 6N R1E Iowa Co.
Full Description will be attached owned Tom Sullivan Est

In Section 4 T13 in the T of Highland County of Iowa.
Wisconsin (Total acreage and breakdown of tillable, pasture or wood lot acreage, etc., may be stated or included in an addendum, if applicable).

■ *TERMS OF LISTING:*
PRICE: Two Hundred Sixty Five Thousand Dollars ($ 265,000.00).
TERMS: Cash or equivalent at closing or Cash.
OCCUPANCY DATE: signed *OCCUPANCY CHARGE:* (if Seller occupies after closing): $_____ per day or part thereof
PROPERTY INCLUDED IN LIST PRICE: Seller agrees to include in the list price all fixtures as defined at lines 150 to 159, unless excluded at lines 16 to17 ***CAUTION: Address annual and perennial crops, livestock, rented fixtures not owned by Seller, fixtures owned by Seller but which will not be included in the list price (e.g., irrigation systems) and equipment which may be personal property but will be included in the list price.***
ADDITIONAL ITEMS INCLUDED IN THE LIST PRICE: None

ITEMS NOT INCLUDED IN THE LIST PRICE: Personal property

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

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

■ ***MARKETING:*** In consideration for Seller's agreements herein Broker agrees to use reasonable efforts to procure a purchaser for the Property, including but not limited to the following: Ads etc.
_____. Seller agrees that Broker may market other properties during the term of this Listing.

SEE LINES 92 TO 96 REGARDING SELLER'S DUTY TO NOTIFY BROKER OF ANY POTENTIAL PURCHASER OF WHICH SELLER HAS KNOWLEDGE. SELLER'S DUTY TO COOPERATE WITH BROKER'S MARKETING EFFORTS AND PROVISIONS REGARDING BROKER'S ROLE AS MARKETING AGENT.

■ ***OTHER BROKERS:*** The parties agree that Broker will work and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents (agents of Seller retained by Broker) and brokers representing buyers, except: as Broker all brokers.

■ ***DUAL AGENCY:*** If Broker represents a prospective purchaser of the Property through a buyer agency contract, Seller (does) (does not) [STRIKE ONE] consent to the dual agency relationship described (at lines 167 to 174) (in the dual agency provisions of the attached addendum) [STRIKE ONE].

■ ***COMMISSION:*** Seller shall pay Broker's commission, which shall be earned if, during the term of this Listing:
1) Seller accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
3) Seller enters into a binding exchange agreement on all or any part of the Property; or
4) A purchaser is procured for the Property by the Broker, by Seller, or by any other person, at the price and on substantially the terms set forth in this Listing and the standard provisions of the current WB-12 FARM OFFER TO PURCHASE, even if Seller does not accept this purchaser's offer. See lines 175 to 178 regarding procurement.

Broker's commission shall be 5 % or _____ whichever is greater. The percentage commission, if applicable, shall be calculated based on the sale price if commission is earned under 1) or 2) above, or calculated based on the list price if commission is earned on an exchange of the entire property under 3) or under 4). If less than the entire property is exchanged, the percentage commission shall be calculated on the fair market value of the property exchanged. Once earned, Broker's commission is due and payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing. For purposes of calculating the percentage commission, "Property" includes all of the property identified at lines 2-15 and any other property included in the listing price.

SHOULD LITIGATION ARISE BETWEEN THE PARTIES IN CONNECTION WITH THIS LISTING, THE PREVAILING PARTY SHALL HAVE THE RIGHT TO REASONABLE ATTORNEY FEES.

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

■ ***SELLER REPRESENTATIONS REGARDING PROPERTY CONDITIONS:*** Seller represents to Broker that as of the date of this Listing, Seller has no notice or knowledge of any conditions affecting the Property or transaction (as defined at lines 120 to 149) other than those identified in the attached real estate condition report (see lines 97 to 102 regarding real estate condition reports) dated Dec 10 and _____

■ ***ZONING:*** Seller represents that the Property is zoned Ag.

WARNING: IF SELLER REPRESENTATIONS ARE NOT CORRECT, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.

■ ***TERM OF THE CONTRACT:*** FROM THE 10 DAY OF Dec, 19 95
UP TO AND INCLUDING MIDNIGHT OF THE 10 DAY OF June, 19 96.
NOTE: A SALE, OPTION, EXCHANGE OR PROCUREMENT OF A PURCHASER FOR A PORTION OF THE PROPERTY DOES NOT TERMINATE THE LISTING AS TO ANY REMAINING PROPERTY INCLUDED IN THE LIST PRICE INCLUDING PERSONAL PROPERTY AND EQUIPMENT SEE LINES 11 TO 17 AND 32 TO 38.

■ ***EXTENSION OF LISTING:*** This Listing may be extended by agreement of the Parties. The Listing term is extended for a period of one year as to any buyer who personally or through any person acting for such buyer either negotiated to acquire an interest in the Property or submitted a written offer to purchase, exchange or option during the term of this Listing. If the extension is based on negotiation, the extension shall only be effective if the buyer's name is delivered to Seller, in writing, no later than three days after the expiration of the Listing, unless Seller was directly involved in the negotiations. "Negotiated" for the purpose of this paragraph means to discuss the potential terms upon which buyer might acquire an interest in the Property or to attend an individual showing of the Property. Upon notice that the Property has been listed with another broker during the extension period, Broker agrees to promptly deliver to Seller a written list of those buyers known by Broker to whom the extension period applies.

■ ***ADDITIONAL PROVISIONS:*** None

■ ***ADDENDA:*** The attached _____ is/are made part of this Listing.

CAUTION: REVIEW LINES 63 TO 178 (OVER) WHICH ARE A PART OF THIS LISTING. IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE LISTING BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

Dated this 10 day of Dec, 19 95

(X) Bill Kolman
Agent for Broker ▲ (Print Name) ▶

(X) Charles F. Sullivan P.R. Dec 10
Seller ▲ (Print Name) ▶

Hamburg Realty
Broker/Firm ▲

(X) Sandra K. Jeske P.R. Dec. 10, 1995
Seller ▲ (Print Name) ▶

122-244
Broker's Address ▲ Phone # ▼ Fax # ▶

Seller's Address ▲ Phone # ▼ Fax # ▶

EXHIBIT C

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

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

■ ***SELLER COOPERATION WITH MARKETING EFFORTS:*** Seller agrees to cooperate with Broker in Broker's marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service or a key lockbox system on Property. Seller shall promptly notify Broker in writing of any potential purchasers with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries concerning the Property to Broker.

■ ***REAL ESTATE CONDITION REPORT:*** Seller agrees to complete the Real Estate Condition Report provided by Broker to the best of Seller's ability. Seller agrees to promptly amend the report to include any defects (as defined in the report) which Seller learns of after completion of the report. Seller acknowledges that failure to deliver a complete and accurate report to buyer within ten days after acceptance of an offer to purchase may provide buyer with rights to rescind that offer to purchase under Wis. Statute Chapter 709. Chapter 709 applies to real estate improved with 1-4 dwelling units. Seller authorizes Broker to distribute the report to all interested parties and their agents and to disclose all material adverse facts as required by law.

■ ***OPEN HOUSE AND SHOWING RESPONSIBILITES:*** Seller is aware that there is a potential risk of injury, damage or theft involving persons attending an "individual showing", an "open house" or other public showing. Seller agrees to accept responsibility for preparing the Property to minimize the likelihood of injury, damage or loss of personal property. Seller agrees to hold Broker harmless for any losses or liability resulting from personal injury, property damage or theft occurring during "individual showings", "open houses" or other public showings other than those caused by Broker's negligence or intentional wrongdoing. Seller acknowledges that individual showings may be conducted by licensees other than Broker and that buyers may photograph or videotape Property unless otherwise provided for at 70 to 71.

■ ***LEASED PROPERTY:*** If Property or any part of it is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants. ***CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless released by tenants.***

■ ***EARNEST MONEY:*** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Seller authorizes Broker to disburse the earnest money pursuant to the terms of the offer to purchase, option or exchange agreement used in the transaction.

If the transaction fails to close and the earnest money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to Broker shall not terminate this Listing Contract.

■ ***DEFINITIONS:*** CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: A "condition affecting the Property or transaction" is defined as follows:

(a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property;
(b) Government agency or court order requiring repair, alteration or correction of any existing condition;
(c) Completed or pending reassessment of the Property for property tax purposes;
(d) Structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
(e) Any land division involving the subject Property, for which required state or local approvals had not been obtained;
(f) Construction or remodeling on the Property for which required state or local approvals had not been obtained;
(g) Any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
(h) That a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
(i) Boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
(j) Any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan or being enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
(k) Conditions constituting a significant health or safety hazard for occupants of Property;
(l) Material violations of environmental rules or other rules or agreements regulating the use of the Property;
(m) Underground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to gasoline and heating oil; ***NOTE: Wisconsin Administrative Code, Chapter ILHR 10 contains registration and operation rules for such underground storage tanks.***
(n) Removal of underground storage tanks for storage of flammable or combustible liquids including but not limited to gasoline and heating oil, which were previously located on the Property;
(o) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
(p) Sites on the Property where chemicals, pesticides, herbicides, petroleum products, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating disposal of these items;
(q) Insect or animal infestation of dwelling(s) located on the Property;
(r) Wells on the Property required to be abandoned (Wis. Adm. Code NR 112.26) but which have not been abandoned according to state regulations;
(s) Cisterns or septic tanks on the Property which are currently not servicing the Property;
(t) Substantial damages to crops from weather or other causes, or substantial injuries or illness in livestock, if sold with the Property;
(u) Prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; See Wis. Stats. §94.73.
(v) Other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

FIXTURES AND CROPS: A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures including but not limited to all: perennial crops; trees, schrubs, perennial plants; bulbs, screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and softeners; sump pumps; attached or fitted floor coverings, awnings; attached antennas, satellite dishes and component parts, garage door openers and remote controls; installed security systems; central vacuum systems and accessories, in-ground and above ground crop irrigation systems and component parts; built-in appliances, ceiling fans, fences and gates; buildings on permanent foundations, docks/piers on permanent foundations; ventilating fans, barn cleaners; silo unloaders; augers; feeding equipment; bulk coolers; pipeline milking systems, vacuum lines; vacuum pumps and attached motors; and aboveground and underground fuel tanks. ***CAUTION: ANNUAL CROPS ARE NOT PART OF THE PURCHASE PRICE UNLESS OTHERWISE AGREED AT LINES 11 to 17. Should Seller or Seller's tenant occupy the Property after closing (see line 10) or retain ownership of crops (see lines 11 to 17) consider a special agreement regarding occupancy escrow, insurance, utilities, maintenance, responsibility for and rights to unharvested crops, farm operations and government programs, etc.***

DELIVERY: Unless otherwise stated, delivery of documents or written notices may be accomplished by: 1) giving the document or written notice personally to the Party; 2) by depositing the document or written notice postage or fees prepaid in the U.S. Mail or a commercial delivery system addressed to the Party at the Party's address on line 81, 3) by electronically transmitting the document or written notice to the Party's fax number at line 82.

DUAL AGENCY: If Broker represents a prospective buyer of the Property as a buyer's agent, Broker may only continue to represent both parties with the written consent of each. If the dual agency relationship arises, Broker will continue to provide the marketing services agreed upon in this Listing. As a dual agent, Broker will provide information and advice to both parties, but will not place the interests of either party ahead of the other. During negotiations, Broker will prepare approved forms to accomplish the intent of the party making the proposal. Broker will present the proposal in an objective and unbiased manner, disclosing the proposal's advantages and disadvantages. Broker shall not disclose confidential information of either party unless required by law. (NOTE: Wisconsin Statutes section 452.133 (1) (c) requires disclosure of material adverse facts to all parties). ***CAUTION: LEGAL COUNSEL SHOULD BE CONSULTED ABOUT QUESTIONS REGARDING THE MODIFICATIONS TO AGENCY DUTIES RESULTING FROM THIS DUAL AGENCY AGREEMENT.*** See lines 30 and 31.

PROCURE: A purchaser is procured when a valid and binding contract of sale is entered into between the Seller and the purchaser or when a ready, willing and able purchaser submits a written offer at the price and on substantially the terms specified in this Listing. A purchaser is ready, willing and able when the purchaser submitting the written offer has the ability to complete the purchaser's obligations under the written offer. See lines 36 to 38.

DISCLOSURE OF REAL ESTATE AGENCY

WITH CONSENT TO MULTIPLE REPRESENTATION (IF APPLICABLE)

Wisconsin law requires real estate brokers to provide all parties to a real estate transaction written disclosure of the broker's agency relationship. Under the law, disclosure is required detailing the identity of the broker's client, the real estate broker's duty to his or her client, the real estate broker's duty to all parties to the transaction, and the real estate broker's duty of confidentiality.

IDENTITY OF CLIENT

The real estate broker's client for this transaction is the following:

Tom Sullivan Est — ☒ Seller ☐ Buyer

_____ ☐ Seller ☐ Buyer

CONFIDENTIALITY NOTICE TO CLIENTS AND CUSTOMERS

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

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

TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST THAT INFORMATION IN THE SPACE BELOW THAT IS MARKED "CONFIDENTIAL INFORMATION." AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER WRITTEN NOTIFICATION OF WHAT INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

CONFIDENTIAL INFORMATION: None

AUTHORITY TO DISCLOSE INFORMATION

To help effectuate the desired transaction, you may want to grant authority to the broker to disclose specific information including information which otherwise would be considered confidential information. You may list that information in the space provided below that is marked "Non-Confidential Information."

Non-Confidential Information: ~~None~~ Don't sell to Robert Remington or family

ADDITIONAL INFORMATION

None

Date of Disclosure: Dec 10 95

Hawley Realty Bill Hahman — _____

Broker — Salesperson

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND VERIFY THAT I/WE HAVE REVIEWED THE INFORMATION LISTED ABOVE AS CONFIDENTIAL OR NON-CONFIDENTIAL.

x Sandra K. Jeske P.R. Dec 10 95 — _____

Signature — Date — Signature — Date

Charles F. Sullivan Dec 10 95 — _____

Print Name — Print Name

CONSENT TO MULTIPLE REPRESENTATION (COMPLETE IF APPLICABLE)

Wisconsin law provides that no broker may provide brokerage services to more than one client in a transaction without an agency agreement with each client and a written consent to multiple representation. By signing and returning this agreement to your broker, you are consenting to multiple representation by your broker.

ADDITIONAL DISCLOSURES AND AGREEMENTS _____

I/WE HEREBY VERIFY THAT I/WE UNDERSTAND THE BROKER'S DUTIES TO ALL PARTIES TO A TRANSACTION AND THE BROKER'S DUTIES TO A CLIENT AND CONSENT TO THE BROKER PROVIDING BROKERAGE SERVICES TO MORE THAN ONE CLIENT.

_____ — _____

Signature — Date — Signature — Date

_____ — _____

Print Name — Print Name

_____ — _____

Broker — Salesperson

EXHIBIT D

DUTIES TO ALL PARTIES TO A TRAN TION

Pursuant to Wisconsin Statute §452.133 (1), a broker providing brokerage services to a party shall do all of the following

(a) Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.

(b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.

(c) Disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover through reasonable vigilant observation, unless the disclosure of a material adverse fact is prohibited by law

(d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she knows a reasonable party would want to be kept confidential, unless the information must be disclosed under par. (c) or Wisconsin Statute §452.23 or is otherwise required by law to be disclosed or the party whose interests may be adversely affected by the disclosure specifically authorizes the disclosure of particular confidential information. A broker shall continue to keep the information confidential after the transaction is complete and after the broker is no longer providing brokerage services to the party.

(e) Provide accurate information about market conditions that affect a transaction, to any party who requests the information, within a reasonable time of the party's request, unless disclosure of the information is prohibited by law.

(f) Account for all property coming into the possession of a broker that belongs to any party within a reasonable time of receiving the property

(g) When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

DUTIES TO A CLIENT

Pursuant to Wisconsin Statute §452.133(2), in addition to the duties to all parties to a transaction, a broker providing brokerage services to his or her client shall do all of the following:

(a) Loyally represent the client's interests by placing the client's interests ahead of the interests of any other party, unless loyalty to a client violates the broker's duties under Wisconsin Statute §452.133(1) or Wisconsin Statute §452.137(2).

(b) Disclose to the client all information known by the broker that is material to the transaction and that is not known by the client or discoverable by the client through reasonably vigilant observation, except for confidential information under Wisconsin Statute §452.133(1)(d) and other information the disclosure of which is prohibited by law.

(c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency agreement, that are not inconsistent with another duty that the broker has under this chapter or any other law.

Wisconsin Statute §452.01(1e) - "Adverse Fact" means any of the following:

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

1. Significantly and adversely affecting the value of the property

2. Significantly reducing the structural integrity of improvements to real estate.

3. Presenting a significant health risk to occupants of the property.

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

Wisconsin Statute §452.01(5g) - "Materials Adverse Fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

3-27-95 (Optional Use Date)
7-1-95 (Mandatory Use Date)

4801 Forest Run Road
Madison, Wisconsin 53704

WB-12 FARM OFFER TO PURCHASE

THE BROKER DRAFTING THIS OFFER ON Jan 23 [DATE] IS THE AGENT OF (SELLER) ~~(BUYER)~~ [STRIKE AS APPLICABLE]

GENERAL PROVISIONS

The Buyer, S & L Construction offers to purchase the Property, described as: Approx 265A located in Sec 4 & 33 Highland T 6 N - R 1 E Iowa Co Wis
Full legal to be attached to offer
[INSERT OR ATTACH PROPERTY DESCRIPTION] on the following terms:

■ PURCHASE PRICE: One Hundred Eighty Five Thousand Five Hundred Dollars ($ 185500 ≡)

■ EARNEST MONEY of $ 500 in the form of Ck accompanies this Offer and earnest money of $ 4500 in the form of Ck will be paid within 5 days of ~~acceptance~~ OK of financing

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE. Seller shall include in the purchase price and transfer, free and clear of encumbrances, all fixtures, as defined at lines 223 to 232 and as may be on the Property on the date of this Offer, unless excluded at lines 17–19, and the following additional items: [CAUTION: Address crops - see lines 233 to 236]

■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE: Personal property - No milking equipment

■ PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of conditions affecting the Property or transaction (as defined at lines 187 to 217) other than those identified in Seller's Real Estate Condition Report dated Jan 10 95 which was received by Buyer prior to Buyer signing this Offer [COMPLETE DATE OR STRIKE AS APPLICABLE] and

■ ZONING: Seller represents that the Property is zoned Ag

■ TIME IS OF THE ESSENCE as to: (1) Earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing [STRIKE AS APPLICABLE] and all other dates and deadlines in this Offer except:

OPTIONAL PROVISIONS AND ADDENDA

See lines 266 to 322 for optional provisions including contingencies. See line 323 to determine if addenda, riders or other documents have been made a part of this Offer.

ADDITIONAL PROVISIONS Down payment not subject to financing

ACCEPTANCE, DELIVERY AND RELATED PROVISIONS

■ BINDING ACCEPTANCE: This Offer is binding upon both parties only if a copy of the accepted Offer is delivered to Buyer on or before Jan 27 96. ***CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.***

■ DELIVERY OF DOCUMENTS AND WRITTEN NOTICES: Unless otherwise stated in this Offer, delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:
(1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or a commercial delivery system addressed to the party at: Buyer:
Seller:
(2) By giving the document or written notice personally to the party;
(3) By electronically transmitting the document or written notice to the following telephone number:
Buyer: ( ) Seller: ( )

OCCUPANCY AND RELATED PROVISIONS

■ OCCUPANCY of Premises shall be given to Buyer at time of closing unless otherwise agreed (see lines 233 to 236).
CAUTION: Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

■ LEASED PROPERTY: If Property or any part of it is currently leased and leases extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) [STRIKE ONE] lease(s), if any, are None

■ CLOSING: This transaction is to be closed at the place designated by Buyer's mortgagee or Buyer's lender no later than April 1, 19 96 unless another date or place is agreed to in writing.

■ CLOSING PRORATIONS: The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges, fuel, payments under government agricultural programs and real estate. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing. See lines 232 to 236. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year) (based on 95 tax). [STRIKE AND COMPLETE AS APPLICABLE] ***CAUTION: If Property has not been fully assessed for tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real estate taxes is not acceptable (for example, changing mill rate, lottery credits), insert estimated annual tax or other basis for proration.***

■ SPECIAL ASSESSMENTS: Special assessments, if any, for work on site actually commenced or levied prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. ***CAUTION: Address area assessments, if contemplated***

■ FORM OF TITLE EVIDENCE: Seller shall give evidence of title by Seller's choice of: (1) an abstract of title; or (2) an owner's policy of title insurance [STRIKE AS APPLICABLE] as further described at lines 168 to 182.

■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: zoning and other ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and Warranty Deed (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance and zoning ***ordinances, recorded building and use restrictions, covenants and easements may prohibit certain d therefor should be reviewed, particularly if Buyer contemplates making improvements to Property or a use if Buyer i***

EXHIBIT
E

TITLE EVIDENCE

■ FORM OF TITLE EVIDENCE: Seller shall give evidence of title (as selected at lines 65 to 66) to the Property in the form of: (1) an abstract of title prepared by an attorney licensed to practice law in Wisconsin or an abstract company; or (2) an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.

■ PROVISION OF MERCHANTABLE TITLE: Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the abstract or a commitment for the required title insurance is delivered to Buyer's attorney or to Buyer not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and exceptions, as appropriate.

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

DEFINITIONS

■ ACCEPTANCE: Acceptance occurs when all Buyers and Sellers have signed the Offer. See lines 36 to 37 regarding binding acceptance. ***CAUTION: CONSIDER WHETHER SHORT TERM DEADLINES RUNNING FROM ACCEPTANCE PROVIDE ADEQUATE TIME FOR BOTH BINDING ACCEPTANCE AND PERFORMANCE.***

■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: A "condition affecting the Property or transaction" is defined as follows:

(a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property;
(b) Government agency or court order requiring repair, alteration or correction of any existing condition;
(c) Completed or pending reassessment of the Property for property tax purposes;
(d) Structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
(e) Any land division involving the subject Property, for which required state or local approvals had not been obtained;
(f) Construction or remodeling on the Property for which required state or local approvals had not been obtained;
(g) Any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
(h) That a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
(i) Boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes; See lines 118 to 119.
(j) Any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan or being enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
(k) Conditions constituting a significant health or safety hazard for occupants of Property;
(l) Material violations of environmental rules or other rules or agreements regulating the use of the Property;
(m) Underground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to gasoline and heating oil; ***NOTE: Wisconsin Administrative Code, Chapter ILHR 10 contains registration and operation rules for such underground storage tanks.***
(n) Removal of underground storage tanks for storage of flammable or combustible liquids including but not limited to gasoline and heating oil, which were previously located on the Property;
(o) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
(p) Sites on the Property where chemicals, pesticides, herbicides, petroleum products, other toxic or hazardous materials, or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating disposal of these items;
(q) Insect or animal infestation of dwelling(s) located on Property;
(r) Wells on the Property required to be abandoned (Wis. Adm. Code NR 112.26) but which have not been abandoned according to state regulations;
(s) Cisterns or septic tanks on the Property which are currently not servicing the Property;
(t) Substantial damages to crops from weather or other causes, or substantial injuries or illness in livestock, if sold with the Property;
(u) Prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program (Wis. Stats. §94.73);
(v) Other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

■ DAYS: Deadlines expressed as a specific number of "days" from the occurrence of an event, such as acceptance, are calculated by excluding the day the event occurred. The deadline then expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays and any legal public holiday under Wisconsin or Federal law, or other holiday designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ FIXTURES, CROPS AND OCCUPANCY: A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures including but not limited to all: perennial crops; trees; shrubs; perennial plants; bulbs; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached antennas; satellite dishes and component parts; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground and above ground crop irrigation systems and component parts; built-in appliances; ceiling fans; fences and gates; buildings on permanent foundations; docks/piers on permanent foundations; ventilating fans; barn cleaners; silo unloaders; augers; feeding equipment; bulk coolers; pipeline milking systems; vacuum lines; vacuum pumps and attached motors; and aboveground and underground fuel tanks. ***CAUTION: ANNUAL CROPS ARE NOT PART OF THE PURCHASE PRICE UNLESS OTHERWISE AGREED AT LINES 12 to 19. Should Seller or Seller's tenant occupy the property after closing (see lines 47 to 49) or retain ownership of crops (see lines 12 to 19) consider a special agreement regarding an occupancy escrow, insurance, utilities, maintenance, responsibility for and rights to unharvested crops, farm operations and government programs, etc.***

■ TIME IS OF THE ESSENCE: If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs. See lines 26 to 28.

PROVISIONS RELATED TO FINANCING

■ LOAN COMMITMENT: If this Offer is contingent on financing, Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for said financing or other financing acceptable to Buyer, Buyer agrees to deliver to Seller, or Seller's agent, a copy of the written loan commitment no later than the deadline for loan commitment under the Financing Contingency. If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

■ FINANCING UNAVAILABILITY: If this Offer is contingent on financing and financing is not available on the terms stated, Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in the financing contingency, Seller shall then have 5 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth herein, and this Offer shall remain full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void.

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

CAUTION: IF PURCHASE IS CONDITIONED ON BUYER OBTAINING FINANCING FOR OPERATIONS OR DEVELOPMENT CONSIDER ADDING A CONTINGENCY FOR THAT PURPOSE.

WB-44 Counter-Offer
Approved by the Wisconsin Department of Regulation and Licensing
7-30-91 (optional use date)
1-1-92 (mandatory use date)

Nelco Forms
P.O. Box 10208
Green Bay, WI 54307-0208

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

COUNTER-OFFER

1 The Offer to Purchase dated Jan 23 96
2 and signed by Buyer, Larry Bonkowski / Steve Edwards
3 for purchase of real estate at S Sec 4 & 33 Highland T 6 & 7 N-R 1 E Iowa Co.
4 is countered.
5 **All terms and conditions remain the same as stated in the Offer to Purchase except the following:**
6 **[Caution: This Counter-Offer does not include the terms or conditions in any other Counter-Offer unless incorporated by**
7 **reference.]**
8 1. Offer counted at $20,000.00
9
10 2. All other conditions the same
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29 Any warranties 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 party making the
31 Counter-Offer on or before Feb 2, 1996 (Time is of the Essence). Delivery of the accepted
32 Counter-Offer may be made in the following ways: (1) by depositing a copy of the accepted Counter-Offer postage or fees prepaid in the
33 U.S. mail or a commercial delivery system addressed to Sandy Jeske or Charlie Sullivan
34 at Box 1 Highland
35 (2) by personal delivery to the party making the Counter-Offer, or (3) by electronic transmission of the accepted Counter-Offer to the following
36 telephone number:

37 The party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided in lines 31-36.

38 Date: Jan 27 96 Time: 4 ~~a.m.~~/p.m. Sandra K. Jeske P.R.
39 (Seller/~~Buyer~~)
40 This Counter-Offer was drafted by (Licensee and Firm): Social Security No.
41 Hawkins Realty
42 Bill Nelson X Charles F. Sullivan
43 (Seller/Buyer)
44 Social Security No.

Acceptance of Counter-Offer

45 The above Counter-Offer is accepted.
46 Date: Jan 31 Time: 5 ~~a.m.~~/p.m. X Larry Bonkowski
47 (Buyer/~~Seller~~)
48 This Counter-Offer was presented by (Licensee and Firm): Steve Edwards
49 Hawkins Realty
50 Bill Nelson on (Buyer/~~Seller~~)
51 Date: Jan 28 96 Time: 1 ~~a.m.~~/p.m.

ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE

Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by r
incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision
the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly specifie

EXHIBIT
F

STATEMENT FOR CLOSING REAL ESTATE TRANSACTION

BROKER Bill Helman

Property located at: Sec 13 & 14 Highland T.6 & 7 N-R.1E Iowa Co.

Seller Tom Sullivan Est. Address Highland

Buyer S & L Partnership Address Highland/Belmont

Date of Sale Contract Jan 25 1996 Date of Closing April 30 1996

BUYER'S SETTLEMENT STATEMENT	DUE SELLER		CREDIT BUYER	
Sale Price	200000	—		
Down Payment	xxxxxx	xx	① 200,000	—
Subject to First Mortgage: Principal $ Interest $				
Subject to Second Mortgage: Principal $ Interest $				
Subject to Land Contract: Principal $ Interest $				
Delinquent Taxes (if assumed) for Years				
Tax Adjustment 19 96 pro rated from Jan 1 to April 30 (Last Year's Tax $ 2,712.08)			2,219	—
Future Installments of Special Assessments (if assumed)				
Insurance Premiums pro rated See reverse side				
Rent pro rated See reverse side				
Trust Funds held by Mortgagee LP				
Coal tons, $; Oil 150 gals. $ 87	130	50		
Recording Fees				
Transfer Fees				
Allowances for: Farm Attorney			200	—
TOTAL	200,130	50	③	
LESS CREDIT TO BUYER ①	2419	—		
BALANCE DUE SELLER ③	197,711	50		

BALANCE ③ DUE SELLER AS FOLLOWS:

Land Contract—Mortgage executed this day to Seller		
Check	200,000	—
Check or Cash to Balance ④		
TOTAL SETTLEMENT DUE SELLER ③	197,711	50

THIS STATEMENT IS ACCEPTED AS CORRECT April 30 1996

X S & L Partnership BUYER X Sandra K. Jenk P.R. SELLER

By Timothy B. McKinley Atty BUYER SELLER

FORM 830 APPROVED BY MILWAUKEE BOARD OF REALTORS FOR SALE BY WISCONSIN LEGAL BLANK CO., MILWAUKEE

BROKER'S SETTLEMENT WITH SELLER	CHARGES AGAINST SELLER		DUE SELLER	
Down Payment Received from Buyer	xxxxxx	xx	① 200,000	—
Cash Balance Received from Buyer	xxxxxx	xx	④	
Charges Against Seller:				
Abstract Extension or Title Policy	210	—		
Recording Fees: 2 Satisfactions	28	—		
Attorney's Fee				
Transfer Fees	600	—		
Paid for Seller's Account:				
Mortgages Highland State Bank	78,844	20		
Delinquent Taxes and Unpaid Special Assessments Not paid	3,249	35		
Other Advances Early Sullivan	16,640	—		
L & S Partnership	2,288	50		
Commission	10,000	—		
Services (Itemize)				
Settlement—Check or Cash $ 78,139.95				
Check $			TOTAL PAYMENTS DUE SELLER →	200,000 —
Check $				
$ Total Charges Against Seller (Enter in both columns)	121,860	05	121,860	05
BALANCE PAID SELLER ④ $ 78,139.95			NET BALANCE TO BE PAID SELLER → ④	78,139 95

THIS STATEMENT IS ACCEPTED AS CORRECT April 30 1996

Timothy B. McKinley BROKER X Sandra K. Jenk P.R. SELLER

BY Bill Helman SELLER

Exhibit G

FORM 830 APPROVED BY MILWAUKEE BOARD OF REALTORS FOR SALE BY WISCONSIN LEGAL BLANK CO. MIL

STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD

IN THE MATTER OF THE DISCIPLINARY PROCEEDINGS AGAINST	:	STIPULATION 96 REB 048
BILL F. HOLMAN RESPONDENT.	:	LS 9807233 REB

The parties in this matter agree and stipulate as follows:

1. This Stipulation is entered into for the purpose of resolving a pending investigation relating to **Bill F. Holman**. This investigation involves Division of Enforcement file #96 REB 048.

BILL F. HOLMAN, herein called "Respondent", his Attorney, Roger J. Mueller, and the Division of Enforcement, Department of Regulation and Licensing, by its Attorney Charles J. Howden, consent to the resolution of this matter pursuant to the terms of this stipulation and the attached Final Decision and Order.

2. Respondent understands that by the signing of this Stipulation he voluntarily and knowingly waives his rights, including: the right to a hearing on the allegations against him, at which time the State has the burden of proving those allegations; the right to confront and cross-examine the witnesses against him; the right to call witnesses on his behalf and to compel their attendance by subpoena; the right to file objections to any proposed decision and to present briefs or oral arguments to the officials who are to render the final decision; the right to petition for rehearing; and all other applicable rights afforded to him under the United States Constitution, the Wisconsin Constitution, the Wisconsin Statutes, and the Wisconsin Administrative Code.

3. Respondent has had the opportunity to consult with legal counsel regarding this matter and the legal implications of this Stipulation. Respondent is represented by Attorney, Roger J. Mueller, P.O. Box 105, 201 N. Iowa St., Dodgeville, WI 53533.

4. Respondent voluntarily and knowingly waives the rights set forth in paragraph 2 above, on the condition that all of the provisions of this Stipulation are approved by the Board.

5. With respect to the attached Final Decision and Order, Respondent neither admits nor denies the facts as set forth in the Findings of Fact, however, they agree that the Board may make the Findings of Fact and may reach the conclusions set forth in the Conclusions of Law and may enter the Order attached hereto.

JUL 1 3 1998

6. If the terms of this Stipulation are not acceptable to the Board, the parties shall not be bound by the contents of this Stipulation or the proposed Final Decision and Order. The matter shall then be returned to the Division of Enforcement for further proceedings which may include the filing of a formal administrative disciplinary complaint. In the event that the Stipulation is not accepted by the Board, the parties agree not to contend that the members of the Board have been prejudiced or biased in any manner by the consideration of this attempted resolution.

7. If the Board accepts the terms of this Stipulation, the parties to the Stipulation consent to the entry of the attached Final Decision and Order without further notice, pleading, appearance or consent of the parties.

8. Respondent agrees that Complainant's Attorney, Charles J. Howden may appear at any meeting of the Board with respect to the Stipulation and that his appearance is limited to statements in support of the Stipulation and to answer any questions the Board may have regarding the Stipulation. Respondent waives any right he may have to have prior notice of that meeting.

9. Respondent agree that the board advisor assigned to this case may attend and participate in any meeting of the Board related to this Stipulation and may vote on whether or not to approve this Stipulation.

Bill F. Holman — 7/9/98

BILL F. HOLMAN, Date
Respondent

Roger J. Mueller — 7-9-98

ROGER J. MUELLER, Date
Attorney for Respondent

Charles J. Howden — 7-13-98

CHARLES J. HOWDEN, Attorney Date
Division of Enforcement

Department of Regulation & Licensing

State of Wisconsin

P O. Box 8935, Madison, WI 53708-8935
(608)
TTY# (608) 267-2416] hearing or speech
TRS# 1-800-947-3529] impaired only

GUIDELINES FOR PAYMENT OF COSTS AND/OR FORFEITURES

On July 23, 1998, the Real Estate Board took disciplinary action against your license. Part of the discipline was an assessment of costs and/or a forfeiture.

The amount of the costs assessed is: $300.00 Case #: LS9807233REB

The amount of the forfeiture is: $1,000.00 Case # LS9807233REB

Please submit a check or a money order in the amount of $1,300.00

The costs and/or forfeitures are due: August 22, 1998

NAME: Bill F. Holman LICENSE NUMBER: 19568

STREET ADDRESS: County Highway BH

CITY: Highland STATE: WI ZIP CODE: 53543

Check whether the payment is for costs or for a forfeiture or both:

X COSTS X FORFEITURE

Check whether the payment is for an individual license or an establishment license:

X INDIVIDUAL ____ ESTABLISHMENT

If a payment plan has been established, the amount due monthly is:

For Receipting Use Only

Make checks payable to:

DEPARTMENT OF REGULATION AND LICENSING
1400 E. WASHINGTON AVE., ROOM 141
P.O. BOX 8935
MADISON, WI 53708-8935

#2145 (Rev. 9/96)
Ch. 440.22, Stats.
G:\BDLS\FM2145.DOC

Committed to Equal Opportunity in Employment and Licensing+

STATE OF WISCONSIN
DEPARTMENT OF REGULATION AND LICENSING
BEFORE THE REAL ESTATE BOARD

In the Matter of the Disciplinary Proceedings Against

Bill F. Holman,

Respondent.

AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
)
COUNTY OF DANE)

I, Kate Rotenberg, having been duly sworn on oath, state the following to be true and correct based on my personal knowledge:

1. I am employed by the Wisconsin Department of Regulation and Licensing.

2. On July 24, 1998, I served the Final Decision and Order dated July 23, 1998, and Guidelines for Payment of Costs and/or Forfeitures, LS9807233REB, upon the Respondent Bill F. Holman's attorney by enclosing true and accurate copies of the above-described documents in an envelope properly stamped and addressed to the above-named Respondent's attorney and placing the envelope in the State of Wisconsin mail system to be mailed by the United States Post Office by certified mail. The certified mail receipt number on the envelope is Z 233 819 626.

Roger J. Mueller, Attorney
201 N. Iowa Street
P.O. Box 105
Dodgeville WI 53533

Kate Rotenberg
Kate Rotenberg
Department of Regulation and Licensing
Office of Legal Counsel

Subscribed and sworn to before me
this 24th day of July, 1998.

Donald R. Rutter
Notary Public, State of Wisconsin
My commission is permanent.

NOTICE OF RIGHTS OF APPEAL

TO: ROGER J MUELLER ATTY

You have been issued a Final Decision and Order. For purposes of service the date of mailing of this Final Decision and Order is 7/24/98 Your rights to request a rehearing and/or judicial review are summarized below and set forth fully in the statutes reprinted on the reverse side.

A. REHEARING.

Any person aggrieved by this order may file a written petition for rehearing within 20 days after service of this order, as provided in section 227.49 of the Wisconsin Statutes. The 20 day period commences on the day of personal service or the date of mailing of this decision. The date of mailing of this Final Decision is shown above.

A petition for rehearing should name as respondent and be filed with the party identified below.

A petition for rehearing shall specify in detail the grounds for relief sought and supporting authorities. Rehearing will be granted only on the basis of some material error of law, material error of fact, or new evidence sufficiently strong to reverse or modify the Order which could not have been previously discovered by due diligence. The agency may order a rehearing or enter an order disposing of the petition without a hearing. If the agency does not enter an order disposing of the petition within 30 days of the filing of the petition, the petition shall be deemed to have been denied at the end of the 30 day period.

A petition for rehearing is not a prerequisite for judicial review.

B. JUDICIAL REVIEW.

Any person aggrieved by this decision may petition for judicial review as specified in section 227.53, Wisconsin Statutes (copy on reverse side). The petition for judicial review must be filed in circuit court where the petitioner resides, except if the petitioner is a non-resident of the state, the proceedings shall be in the circuit court for Dane County. The petition should name as the respondent the Department, Board, Examining Board, or Affiliated Credentialing Board which issued the Final Decision and Order. A copy of the petition for judicial review must also be served upon the respondent at the address listed below.

A petition for judicial review must be served personally or by certified mail on the respondent and filed with the court within 30 days after service of the Final Decision and Order if there is no petition for rehearing, or within 30 days after service of the order finally disposing of a petition for rehearing, or within 30 days after the final disposition by operation of law of any petition for rehearing. Courts have held that the right to judicial review of administrative agency decisions is dependent upon strict compliance with the requirements of sec. 227.53 (1) (a), Stats. This statute requires, among other things, that a petition for review be served upon the agency and be filed with the clerk of the circuit court within the applicable thirty day period.

The 30 day period for serving and filing a petition for judicial review commences on the day after personal service or mailing of the Final Decision and Order by the agency, or, if a petition for rehearing has been timely filed, the day after personal service or mailing of a final decision or disposition by the agency of the petition for rehearing, or the day after the final disposition by operation of the law of a petition for rehearing. The date of mailing of this Final Decision and Order is shown above.

The petition shall state the nature of the petitioner's interest, the facts showing that the petitioner is a person aggrieved by the decision, and the grounds specified in section 227.57, Wisconsin Statutes, upon which the petitioner contends that the decision should be reversed or modified. The petition shall be entitled in the name of the person serving it as Petitioner and the Respondent as described below.

SERVE PETITION FOR REHEARING OR JUDICIAL REVIEW ON:

STATE OF WISCONSIN REAL ESTATE BOARD
1400 East Washington Avenue
P.O. Box 8935
Madison WI 53708-8935