REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between Junction 138, LLC, a Wisconsin limited liability company ("Buyer") and the City of Stoughton, a municipality in the State of Wisconsin ("Seller"), as of the date of the last of the parties' signatures hereto (the "Effective Date").

RECITALS:

A. Seller owns fee simple title to certain real estate located in the City of Stoughton, Dane County, Wisconsin, described herein.

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer such property in accordance with the terms and conditions set forth herein.

AGREEMENT:

1. Agreement to Purchase. Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller certain real property located in the City of Stoughton, Dane County, Wisconsin, as more fully described on Exhibit A attached hereto, consisting of approximately 10.683 acres, together with all other rights and interests appurtenant thereto (collectively, the "Property").

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Four Hundred Eighty Thousand and No/100 Dollars ($480,000.00). The Purchase Price shall be payable as follows:

(a) Deposit. Within Ten (10) business days of acceptance of the Agreement, Buyer shall deposit the sum of Five Thousand and No/100 Dollars ($5,000.00) ("Deposit") with the Madison, Wisconsin office of First American Title Insurance Company (the "Title Company"). The Deposit shall be held in an interest bearing escrow account, with all interest accruing to Buyer, pursuant to the escrow agreement attached hereto as Exhibit B. The Deposit shall be credited to the Purchase Price at the Closing (as hereinafter defined) and shall be nonrefundable except in the event: (i) Buyer terminates this Agreement before the expiration of the Investigation Period pursuant to Section 5 below or (ii) the Closing does not occur due to Seller's default.

(b) Balance. Buyer shall pay the balance of the Purchase Price, subject to the adjustments and prorations set forth in Section 7 below, on or before the Closing Date by depositing with Title Company the balance of the Purchase Price in cash, or by certified or cashier's check or federal wire transfer.

3. Property Documents. Within ten (10) business days following the Effective Date, Seller shall deliver to Buyer for Buyer's review, copies of all documents in Seller's possession or control which a reasonable person may deem material in evaluating whether to proceed to purchase the Property, including, without limitation: (i) all title reports, surveys, environmental

studies, geotechnical studies, and appraisals reports; (ii) all leases affecting the Property (iii) any notices received by the Seller from any applicable governmental authority concerning the Property; and (iv) any other information reasonably requested by Purchaser in connection with the acquisition of the Property (all of the above, collectively, the "Property Documents"). If Buyer fails to consummate the transaction contemplated by this Agreement, Buyer shall return all Property Documents to Seller upon Seller's request.

4. Buyer's Access to the Property. From and after Seller's acceptance of this Agreement, up to and including the date of Closing, Buyer shall have full and complete access to the Property at reasonable times and upon reasonable notice for the purpose of making such investigations, studies, assessments and the like that Buyer deems necessary or desirable, consistent with good commercial practice. Buyer agrees to indemnify, defend and hold Seller harmless from and against claims, loss, damage or expense resulting from damage to property or injury or death to persons directly caused by actions of Buyer or Buyer's agents at the Property, except as may arise from discovery of a preexisting condition at the Property and/or the negligence or wrongful act of Seller.

5. Buyer's Investigation Period. Buyer's obligations under the Agreement are contingent upon the satisfaction or waiver, in the exercise of Buyer's sole discretion, of the contingencies set forth in this Section 5 within Three Hundred Sixty-Five (365) days of the Effective Date (the "Investigation Period"). During the Investigation Period, Buyer shall be permitted to investigate the Property for Buyer's intended development ("Buyer's Intended Use"), including the rights to: (i) enter upon the Real Property to perform inspections and a geotechnical evaluation of the Property; (ii) make investigations with regard to zoning, road access and other legal requirements; (iii) perform environmental site assessments; (iv) make or obtain market studies and real estate development analyses; (v) analyze the financial feasibility of ownership of the Property; (vi) analyze the Property Information; (vii) negotiate a pre-annexation agreement with the municipality; (viii) confirm that the Property is within the Urban Service Area or seek an amendment to include the Property within the USA; (ix) explore any necessary amendment to the existing comprehensive land use plan concerning the Property; (x) completing a roadway design and obtaining preliminary and final plat approval for Buyer's Intended Use; (xi) completing a stormwater management plan and construction documents for any public and private infrastructure necessary to implement Buyer's Intended Use; (xii) entering into a municipal development agreement for the installation of such infrastructure, as reasonably determined by Buyer, in the exercise of Buyer's sole discretion; and (xiii) obtaining financing, the terms of which are acceptable to Buyer.

Buyer shall have the right to extend the Investigation Period for two (2) additional periods of Ninety (90) days, provided Buyer: (i) delivers written notice to Seller of Buyer's intent to exercise any such extension prior to the expiration of the Investigation Period, as may be extended, and (ii) deposits with the Title Company, simultaneous with Buyer's written notice to Seller, an additional deposit of Five Thousand Dollars ($5,000.00). The additional deposit for any extension shall be added to and become part of the Deposit and shall be credited to the Purchase Price at closing.

If any of the foregoing contingencies are not satisfied or waived by Buyer on or before the expiration of the Investigation Period, as determined by Buyer in the exercise of Buyer's sole discretion, Buyer shall have the option of terminating this Agreement by delivering written notice of termination to Seller on or before the expiration of the Investigation Period, in which event this Agreement shall be terminated and of no further force and effect and the Deposit shall be immediately returned to Buyer. In the event that Buyer does not elect to terminate this Agreement prior to the expiration of the Investigation Period, all items set forth in this Section 5 shall be deemed satisfied and/or waived and (ii) the Deposit shall become nonrefundable (except in the event of a Seller default) but shall be applied to the Purchase Price at Closing.

6. Title Insurance. Within fifteen (15) days following the Effective Date of this Agreement, Seller shall deliver to Buyer a commitment ("Commitment") prepared by the Title Company to issue a standard form ALTA owners' policy of title insurance, including gap coverage, for the Property in the amount of the Purchase Price naming Buyer as the insured, showing all liens, encumbrances and other matters of record. The Commitment shall be delivered to Buyer together with legible copies of all documents that appear as exceptions to title. Within thirty (30) days of Buyer's receipt of the last of: (i) the Title Commitment, (ii) copies of all underlying documents, and (iii) the Survey, Buyer shall notify Seller, in writing ("Buyer's Title Notice"), of any objections to the Title Commitment and Survey. Seller shall use diligent good faith efforts to remove any objections Buyer has with respect to the Title Commitment and for Survey. If one or more of such objections cannot be removed, Seller shall notify Buyer in writing ("Seller's Notice"), within fifteen (15) days after Seller's receipt of Buyer's Title Notice, of which objections cannot be removed. Buyer shall elect, in writing within ten (10) days thereafter, either to: (i) terminate and cancel the Agreement, in which case all Deposit shall be returned to Buyer and, except as set forth in this Agreement, neither party shall have further obligations hereunder; or (ii) waive the title and/or survey objections and proceed to Closing. If Seller fails to deliver Seller's Notice within such fifteen (15) day period, Seller shall be deemed to have agreed to cure all of Buyer's objections. Notwithstanding anything to the contrary contained herein, Seller shall be obligated to remove all monetary encumbrances from title at or before Closing. Exceptions to title approved by Buyer hereunder shall be deemed to be "Permitted Exceptions."

7. Closing.

(a) *Closing Date*. Except as otherwise set forth herein, the "Closing" shall occur at the offices of the Title Company within thirty (30) days following the satisfaction or waiver of Buyer's Investigation Period, on a date to be designated by Buyer (such date, the "Closing Date").

(b) *Closing Documents*. On or prior to the Closing Date, the parties shall execute the following documents: (i) Seller will execute and deliver to Buyer a general warranty deed (the "Deed") conveying the Property to Buyer subject only to the Permitted Exceptions; (ii) both parties will complete a Wisconsin Real Estate Transfer Return in the form that is required by state statute in order to record the Deed; (iii) both parties will execute and deliver a closing statement setting forth the Purchase Price and any adjustments thereto as provided for in this Agreement; (iv) Seller will execute and deliver to Buyer a Non-Foreign Person Affidavit

confirming that Seller is not a foreign person subject to certain federal withholding requirements; (v) both parties will execute and deliver any other documents that are necessary to consummate the transaction contemplated by this Agreement, including such documents as are necessary to cause title to be conveyed to Buyer in the form approved by Buyer pursuant to the terms of this Agreement.

(c) *Costs and Expenses*. Seller shall be responsible for paying the Wisconsin real estate transfer fee, the cost of providing title insurance to Buyer and any recording fees related to satisfying any existing mortgages against the Property. Buyer will pay any recording fees related to recording the Deed and to record any mortgages it grants on the Property. The parties shall evenly share any cost of the Title Company to act as the closing agent. Each party will be solely responsible for paying its respective attorney's fees.

(d) *Prorations and Adjustments*. The following items shall be prorated and adjusted between Buyer and Seller as of 12:01 a.m. on the date of Closing as follows:

(i) All rents and charges payable under any leases affecting the Property, if any.

(ii) All utility charges, including, but not limited to, electricity, gas, water, sewer, steam and telephone shall be determined by actual meter readings, if available; otherwise they shall be estimated on the basis of the last billing available from the respective utilities. Any utility deposits, standby charges or other prepayments, if assignable, shall be assigned to Buyer, who shall reimburse Seller therefor.

(iii) General real estate taxes levied against the land. The proration shall be based on the net general real estate taxes for the year of Closing, if known, otherwise on the net general real estate taxes for the year prior to Closing.

(iv) Assessments, either general or special, for improvements completed prior to Closing, whether matured or unmatured, shall be paid in full by Seller (including all principal and interest). All other assessments shall be paid by Buyer.

(v) As between Seller and Buyer, Seller shall be responsible for all operating expenses for the Property allocable to the period prior to the date of Closing, and shall pay all such expenses when due; and Buyer shall be responsible for all operating expenses for the Project allocable to the period on and after the date of Closing.

(vi) Such other items as are required to be prorated pursuant to the terms hereof, or as are customarily prorated upon the transfer of ownership and possession of commercial rental real estate in Dane County.

(vii) Any penalty for converting agricultural land to non-agricultural use (the "Use-Value Penalty"), as set forth in Wisconsin Statutes Section 74.485, imposed on the Property as a result of a change in use prior to Closing or which will be imposed on the Property after Closing due to Buyer's intended change in use of the Property, shall be paid in full by Seller at Closing or, in the event the Use-Value Penalty is not known or due and payable at Closing, an

amount equal to the Title Company's estimate of the Use-Value Penalty shall be escrowed from Seller's proceeds at Closing and Title Company shall pay the Use-Value Penalty using the escrowed funds when such penalty becomes due and payable. If the aforementioned escrowed funds exceed the actual Use-Value Penalty, the excess funds shall be refunded to Seller and if the escrowed funds are insufficient to pay the Use-Value Penalty, then upon written notice to Seller by Buyer or Title Company, Seller shall provide such additional funds, in a timely manner, as, together with the escrowed funds, are sufficient to pay the Use-Value Penalty.

The parties agree to make such post-closing adjustments and readjustments as may be required due to errors and omissions in the closing adjustments. If information is not available or if the parties agree that it is impracticable to make a particular adjustment on the date of Closing, that adjustment shall be made as soon as practicable after such information is available.

8. Seller's Representations and Warranties. In order to induce Buyer to submit this Agreement, Seller hereby makes the following representations and warranties to Buyer, each of which shall be deemed to be independently material and relied upon by Buyer, regardless of any investigation made by, or information known to, Buyer, and upon which Buyer has relied and without which Buyer would not have submitted this Agreement. Seller covenants and agrees that each of the representations are true and correct on the date hereof and, as a condition precedent to Buyer's obligation to close, Seller shall affirm that each of these representations continue to be true and correct on the date of Closing, and that such representations and warranties shall survive Closing:

(a) *Authority*. The sale of the Property pursuant to this Agreement is not in violation of any provision of any agreement to which Seller is bound. Seller has complete power and authority to enter into and perform the transaction contemplated by this Agreement according to its terms, and the execution and delivery of this Agreement and the consummation thereof have been duly authorized by all required action. The person or those persons signing below on behalf of Seller personally warrant that they have the authority to act as Seller's agent or agents in the sale, transfer and conveyance of the Property to Buyer.

(b) *Litigation, Court Orders*. There are no legal actions, condemnation proceedings, suits or other legal administrative proceedings, pending, or to the knowledge of Seller, threatened, against the Property, and there are no governmental agency or court orders requiring repairs, alterations or corrections of any existing conditions on the Property.

(c) *No Commitment to Governmental Authority*. Seller has made no commitment to any governmental authority, utility body, neighborhood association or other organization, group or individual relating to the Property which would impose an obligation upon Buyer to install or maintain any improvements of a public or private nature on or off the Property, or which would limit or adversely affect the permitted uses of the Property. Except as specifically identified on the title commitment to be furnished to Buyer, Seller has no knowledge or notice of any planned or commenced public improvements which may result in special assessments or which may otherwise directly and materially affect the Property.

(d) *Hazardous Wastes*. To the best of Seller's knowledge, no portion of the Property has been used for the generation, storage, transportation, disposal or treatment of hazardous or toxic wastes and there exists no groundwater or soil contamination upon the Property resulting from such wastes.

(e) *Environmental Compliance*. Seller and the Property have been and are in compliance with all Environmental Laws applicable to the Property. Seller has not received any communication (either written or oral) from any party that alleges that Seller or the Property is not in compliance with any applicable Environmental Laws. Seller has not received any notice of any past, present or future event, condition, circumstance, activity, practice, incident, action or plan which may interfere with or prevent continued compliance with all applicable Environmental Laws. Seller is not under investigation for the failure to comply with any Environmental Laws. Seller is not required to take any remedial action by any governmental authority or Environmental Laws. With regard to the Property, Seller has not made any statements, warranties, or representations in any documents containing any untrue statement of material fact or omitting any statement of material fact that would render the statements made misleading in connection with any Environmental Laws.

As used herein, "Environmental Laws" mean any legal requirement that relates to or otherwise imposes liability, obligations, responsibility, or standards with respect to zoning, land use, pollution, or the restoration, repair, remediation or protection of natural resources, human health or the environment (including ambient air, surface water, groundwater, land surface, subsurface soil strata), including without limitation, any legal requirement relating to the presence, use, manufacture, processing, distribution, production, generation, handling, transport, storage, disposal, labeling, discharge, release, threatened release, treatment, control or cleanup of any Environmental Materials. "Environmental Materials" means, collectively, any material, substance, chemical, waste, contaminant or pollutant which is regulated, listed, defined as or determined to be hazardous, extremely hazardous, toxic, dangerous, restricted or a nuisance, or otherwise harmful to human health or the environment, under any Environmental Laws.

9. Seller's Covenants.

(a) *Access*. Prior to the Closing Date, Seller shall give Buyer and its agents and representatives reasonable access to the Property during normal business hours. Seller agrees to furnish to Buyer such additional and further information concerning the ownership, management, operation and condition of the Property as Buyer may reasonably request.

(b) *Cooperation*. Upon the execution of this Agreement by both parties, Buyer may commence any proceedings that are necessary to obtain any government approvals necessary for Buyer to develop the Property for Buyer's Intended Use. Seller agrees to cooperate with Buyer in obtaining the governmental approvals sought by Buyer.

(c) *Continued Operation*. Following the Effective Date and up to and including date of Closing, Seller shall maintain the Property in good condition and repair, reasonable wear and tear excepted and shall continue to operate the Property in its ordinary and normal course of business, provided, however, Seller shall not, without Buyer's prior written

consent: (i) amend, extend, renew or enter into any new leases affecting the Property; (ii) permit any additional liens or encumbrances to be recorded against the Property, (iii) enter into or modify any service contracts or other agreement with respect to the Property, or (iv) initiate or consent to the change in any zoning and/or any other governmental law, permit, license, ordinance or regulation applicable to the use, occupation or operation of the Property.

(d) *Condemnation*. If, between the Effective Date and the Closing Date, any proceeding (judicial, administrative or otherwise) is instituted or commenced, which relates to the proposed taking of all or any portion of the Property by condemnation or eminent domain or otherwise, or the taking or closing of any right of access to the Property, Seller shall furnish Buyer with written notification of such proceeding within forty-eight (48) hours after the earlier of Seller's receipt of such notice or Seller's actual knowledge of such proceeding. In such event, Buyer shall have the option to terminate this Agreement by giving Seller written notice of termination within thirty (30) days after Buyer's receipt of such notice from Seller, in which case, this Agreement shall be null and void and all Deposit shall be returned to Buyer immediately. If Buyer does not terminate this Agreement, Seller shall give Buyer a credit and/or assign all of Seller's rights to any proceeds therefrom on the Closing Date, and Buyer shall have the right, prior to the Closing Date, to fully participate in such condemnation proceedings.

(e) *Casualty*. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If, prior to Closing, the Property suffers any damage from fire or other casualty equal to or in excess of One Hundred Thousand and no/100 Dollars ($100,000.00), Buyer may either at or prior to Closing (a) terminate this Agreement, in which event the Deposit shall be refunded to Buyer, and neither party shall have any further right or obligation hereunder, or (b) consummate the Closing, in which latter event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage, and including any and all rent loss insurance proceeds relating to the period from and after the Closing Date, shall be assigned to Buyer at the Closing and Buyer shall receive a credit against the Purchase Price in an amount equal to the sum of (i) Seller's deductible under its insurance policy and (ii) the amount of any uninsured loss. If the Property suffers any damage less than the applicable aforesaid amount prior to the Closing, Buyer agrees that it will consummate the Closing and accept the assignment of the proceeds of any insurance covering such damage, including any and all rent loss insurance proceeds relating to the period from and after the Closing Date (plus receive a credit against the Purchase Price in an amount equal to the sum of (i) Seller's deductible under its insurance policy and (ii) the amount of any uninsured loss) and there shall be no other reduction in the Purchase Price.

10. Buyer's Representations and Warranties. Buyer covenants and agrees that the Buyer is a limited liability company duly organized, validly existing and in current status under the laws of the State of Wisconsin. The purchase of the Property pursuant to this Agreement is not in violation of any provision of Buyer's articles of organization, operating agreement or any other agreement to which Buyer is bound. Buyer has complete power and authority to enter into and perform the transaction contemplated by this Agreement according to its terms, and the execution and delivery of this Agreement and the consummation thereof have been duly authorized by all required company action. The person (or those persons) signing below on

behalf of Buyer personally warrant that they have the authority to act as Buyer's agent or agents in the sale, transfer and conveyance of the Property from Seller.

11. Notices. All notices or directions desired or required to be given under this Escrow Agreement shall be in writing and personally delivered, sent by commercial overnight courier, email or confirmed facsimile transmission and directed as follows:

If to Buyer: Forward Development Group, LLC
161 Horizon Drive, Suite 101A
Verona, Wisconsin 53593
Attention: David M. Jenkins
Telephone: 608.848.9050
Facsimile: 608.848.9051
Email: dmj@forwarddevgroup.com

With a copy to: Forward Development Group, LLC
161 Horizon Drive, Suite 101A
Verona, Wisconsin 53593
Attention: Dennis Steinkraus
Telephone: 608.848.9050
Facsimile: 608.848.9051
Email: dgs@forwarddevgroup.com

With a copy to: Forward Development Group, LLC
161 Horizon Drive, Suite 101A
Verona, Wisconsin 53593
Attention: Reijo Wahlin
Telephone: 608.848.9050
Facsimile: 608.848.9051
Email: rhw@forwarddevgroup.com

If to Seller: City of Stoughton
381 East Main Street
Stoughton, WI 53589
Attn: Tim Swadley
Telephone: 608.873.6677
Facsimile:
Email: tswadley@ci.stoughton.wi.us

With a copy to: Stafford Rosenbaum, LLP
161 Horizon Drive, Suite 101A
Verona, Wisconsin 53593
Attention: Mathew Dregne
Telephone: 608.259.2618
Facsimile:
Email: mdregne@staffordlaw.com

Notices personally delivered shall be deemed received when given. Notices sent by email or confirmed facsimile transmission shall be deemed received when given, if prior to 5 PM, recipient's local time, on a business day, otherwise on the next occurring business day. Notices or demands sent by commercial overnight courier shall be deemed received on the next business day following deposit.

12. Default and Remedies. In the event the transaction contemplated herein shall not be consummated due to default by Seller, the Deposit and interest shall be returned to Buyer, and Buyer may pursue any remedy available to Buyer at law or in equity, including an action for specific performance of this Agreement. In the event the transaction contemplated herein shall not be consummated due to default by Buyer hereunder, then Seller, as its sole remedy, may keep the Deposit as liquidated damages.

13. Brokers. Seller acknowledges that an affiliate of Buyer, Forward Development Group, LLC, is a licensed real estate broker in the State of Wisconsin. Buyer and Seller represent and warrant that neither Buyer nor Seller have retained the services of any real estate broker or agent, with the exception of Forward Development Group, LLC, which shall be owed a commission of three percent (3%) of the purchase price, paid by Seller at Closing. The Parties agree to indemnify and hold the other harmless from and against any and all liability or damages, including costs and attorney's fees, resulting from any claim brought by any other real estate broker or agent for any real estate commission or finder's fee due, or alleged to be due, as the result of the actions of such person.

14. Adequacy of Consideration. Buyer and Seller acknowledge that Buyer will expend material sums of money in reliance on Seller's obligations under this Agreement, in connection with negotiating and executing this Agreement, conducting the investigation activities contemplated by this Agreement and preparing for Closing, and that Buyer would not have executed the Agreement without the availability of the contingencies for Investigation Period activities described herein. Buyer and Seller, therefore agree that adequate consideration exists to support each of the party's obligations under this Agreement, and Seller and Buyer each waive any and all rights to challenge the enforceability of this Agreement on the basis that any of the conditions or contingencies set forth herein are at Seller's or Buyer's sole discretion or that any of the agreements contained herein are illusory.

15. Miscellaneous.

(a) *Dates and Deadlines*. Unless otherwise specifically provided herein, in the computation of any period of time which shall be required or permitted hereunder or under any law for any notice or other communication or for the performance of any term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

(b) *Assignment*. Buyer may assign its rights and obligation under this Agreement at any time to an entity that is related to, and/or controlled by, Buyer. This

Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

(c) *Modifications*. This Agreement may only be modified in writing signed by both Seller and Buyer.

(d) *Further Assurances*. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out the terms of this Agreement and to fully consummate the transaction contemplated hereby.

(e) *Captions*. The captions at the beginning of the several paragraphs and subparagraphs, respectively, are for convenience in locating the context only, and are not part of the text.

(f) *Governing Law*. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin without giving effect to principles of conflicts of law thereof.

(g) *Severability*. In the event any term or provision of this Agreement shall be held illegal, invalid or unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby but each such term and provision shall be valid and shall remain in full force and effect.

(h) *Attorney's Fees*. If either party commences an action to enforce the terms of, or to resolve a dispute concerning, this Agreement, the substantially prevailing party in any such action shall be entitled to recover from the substantially non-prevailing party all costs and expenses incurred in connection with such action, including, but not limited to, reasonable attorney's fees and court costs.

(i) *Counterparts; Facsimile*. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one original instrument. Signatures transmitted by facsimile or PDF by electronic mail (i.e., email) shall be deemed to be original signatures for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

JUNCTION 138, LLC

By:_____
David M. Jenkins, Manager

Date: _____

SELLER:

CITY OF STOUGHTON

By:_____
Name: _____
Title: _____

Date: _____

<u>EXHIBIT A</u>

PROPERTY DESCRIPTION

Part of Parcel Address: 3201 MCCOMB ROAD

City of Stoughton, Dane County, WI

Acreage: approximately 10.683 acres

Parcel No: 281/0510-121-8105-2

EXHIBIT B

EARNEST MONEY ESCROW AGREEMENT

THIS EARNEST MONEY ESCROW AGREEMENT (this "Escrow Agreement") is made by and among Junction 138, LLC ("Buyer"), the City of Stoughton ("Seller"); and First American Title Insurance Company ("Escrowee") as of the date of final signature to this Escrow Agreement.

RECITALS

A. Seller and Buyer are the parties in interest in and to a Real Estate Purchase and Sale Agreement dated _____ ("Contract") concerning the purchase and sale of approximately 10.683 acres located in the City of Stoughton, Dane County, Wisconsin ("Property"), as more fully described therein.

B. Escrowee desires to provide title insurance on this transaction and has offered to hold the earnest money in trust to be paid by Buyer against the purchase price for the Property upon the terms and conditions of this Escrow Agreement.

AGREEMENT

NOW, THEREFORE, Seller, Buyer and Escrowee agree as follows:

1. Deposit. On or about the date of execution of this Escrow Agreement, Buyer shall deposit with Escrowee the sum of Five Thousand and No/100 Dollars ($5,000.00) ("Deposit"), representing the earnest money contemplated under the Contract.

2. Receipt. Upon Escrowee's receipt of the Deposit, Escrowee agrees to be responsible for holding, investing and disbursing the Deposit, and Escrowee agrees to accept such appointment and hold the Deposit in trust, subject, however, to the terms and conditions of this Escrow Agreement.

3. Interest. Escrowee shall place the Deposit in an account with a federally insured bank at interest. All interest earned upon the Deposit shall be added to and included in the principal sum of the Deposit and be the property and income of the Buyer.

4. Disbursement. At closing on the sale of the Property from Seller to Buyer, Escrowee shall deliver the Deposit to become part of the proceeds due Seller, unless otherwise directed by joint written instruction, signed by both Buyer and Seller. If the transaction contemplated by the Contract fails to close, Escrowee shall disburse the funds as directed in a joint instruction signed by both Seller and Buyer. If, at any time prior to closing, Escrowee shall receive a demand for Deposit ("Demand") by either Seller or Buyer, Escrowee shall immediately transmit a copy of such Demand to the other party to this Escrow Agreement. If Escrowee does not receive an objection ("Objection") to the release of Deposit to the party making Demand from the other party within three (3) business days, commencing

on such other party's deemed receipt of a copy of such Demand, Escrowee shall remit the Deposit to the party making Demand and this Escrow Agreement shall terminate and no party shall have further obligations hereunder. If during the three (3) business day period, the other party objects to disbursement of Deposit to the party making Demand, Escrowee shall have an election to either: (i) continue to hold the Deposit at interest pending Escrowee's receipt of joint instructions from Seller and Buyer or Escrowee's receipt of an order of a court of competent jurisdiction directing disbursement or (ii) deliver the Deposit, including interest, to a clerk of court of competent jurisdiction.

5. Reliance. In performing its duties hereunder, Escrowee shall be entitled to rely, in good faith, on written notice or direction received from either or both of Buyer or Seller and without duty of inquiry as to authenticity of signature or authority of the person or persons acting or purporting to act on behalf of either Seller or Buyer. Escrowee shall not be liable for acts or omissions taken in good faith and in conformance with the terms of this Escrow Agreement. Prior to any disbursement of the Deposit or its application to the purchase price at closing, Escrowee shall be entitled to collect its reasonable out-of-pocket expenses incurred by Escrowee in accordance with this Escrow Agreement. Except for such out-of-pocket expenses, Escrowee acknowledges that it will not charge a fee for serving as the holder of the earnest money escrow under the Contract.

6. Notices. All notices or directions desired or required to be given under this Escrow Agreement shall be in writing and personally delivered, sent by commercial overnight courier or facsimile transmission and directed as follows:

If to Buyer: Forward Development Group, LLC
161 Horizon Drive, Suite 101A
Verona, Wisconsin 53593
Attention: David M. Jenkins
Telephone: 608.848.9050
Facsimile: 608.848.9051
Email: dmj@forwarddevgroup.com

with a copy to: Forward Development Group, LLC
161 Horizon Drive, Suite 101A
Verona, Wisconsin 53593
Attention: Dennis Steinkraus
Telephone: 608.848.9050
Facsimile: 608.848.9051
Email: dgs@forwarddevgroup.com

with a copy to: Forward Development Group, LLC
161 Horizon Drive, Suite 101A
Verona, Wisconsin 53593
Attention: Reijo Wahlin
Telephone: 608.848.9050
Facsimile: 608.848.9051
Email: rhw@forwarddevgroup.com

If to Seller: City of Stoughton
381 East Main Street
Stoughton, WI 53589
Attn: Tim Swadley
Telephone: 608.873.6677
Facsimile:
Email: tswadley@ci.stoughton.wi.us

With a copy to: Stafford Rosenbaum, LLP
161 Horizon Drive, Suite 101A
Verona, Wisconsin 53593
Attention: Mathew Dregne
Telephone: 608.259.2618
Facsimile:
Email: mdregne@staffordlaw.com

If to Escrowee: First American Title Insurance Company
Attn: Cathleen Heath
10 W. Mifflin St., Ste 302
Madison, WI 53703
Telephone: 608.204.7409
Facsimile: 608.204.7414

Notices or Demands personally delivered shall be deemed received when given. Notices or Demands sent by confirmed facsimile transmission shall be deemed received when given, if prior to 5 PM, recipient's local time, on a business day, otherwise on the next occurring business day. Notices or Demands sent by commercial overnight courier shall be deemed received on the next business day following deposit.

7. Counterparts. All parties agree that this Escrow Agreement may be signed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument. The parties agree that signed facsimile transmissions of this Escrow Agreement shall be valid and binding.

[Signature page follows.]

This Escrow Agreement shall be deemed made as of the date of final signature hereto.

BUYER:
JUNCTION 138, LLC

By:_____ Date: _____
Name: David M. Jenkins
Title: Manager

SELLER:
CITY OF STOUGHTON

By:_____ Date: _____
Name: _____
Title: _____

ESCROWEE:
FIRST AMERICAN TITLE INSURANCE COMPANY

By:_____ Date: _____
Name: _____
Title: _____