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**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

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Document No. RIGHT OF FIRST REFUSAL
2

See Attached Exhibit "A" & "B"

Recording Area

Name and Return Address

Stroud, Willink & Howard, LLC
ATTN: JOSEPH P. BARTOL
PO BOX 2236
Madison, WI 53703

251/0710-064-1207-8

See Attached for Additional Parcels

Parcel Identification Number

Drafted by: ATTORNEY DIANA M. EISENBERG

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL (the "Agreement") is entered into this 5th day of January, 2017, by and between Robert J. Hanson ("Hanson"), and Miller Mason Real Estate Holdings LLC or its successors or assigns ("MMREH").

RECITALS

A. WHEREAS, Hanson owns certain real property located at 2118-2120 Atwood Avenue, in the City of Madison, Dane County, Wisconsin, more particularly described on Exhibit A (the "Property");

B. AND WHEREAS, pursuant to the terms of that certain WB-16 Offer to Purchase – Business With Real Estate dated October 21, 2016 (the "Purchase Agreement"), Hanson agreed to sell and MMREH agreed to purchase certain real property located at 2114-2116 Atwood Avenue, in the City of Madison, Dane County, Wisconsin, more particularly described on Exhibit B (the "MMREH Property");

C. AND WHEREAS, pursuant to the Purchase Agreement, Hanson agreed to grant a right of first refusal with respect to the Property to MMREH, and MMREH desires such a right of first refusal.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including, but not limited to, the transaction and consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Hanson hereby grants MMREH, for as long as MMREH owns the MMREH Property, an exclusive and irrevocable right of first refusal to acquire all or any portion of the Property on the following terms and conditions:

1. For purposes of this Agreement, the word "Transfer" shall mean any transaction in which Hanson intends to transfer, exchange, or assign the Property, or any portion of the Property, or any interest in the Property, including, but not limited to, a transfer by gift, by sale to a related party or with seller financing, by part sale and part gift, by condemnation or eminent domain, by lease for a term (including any options to extend) in excess of five (5) years, by easement, by deed in lieu of foreclosure, or by exchange for property or services, but shall not include a sale of all of the Property for cash to an unrelated third party pursuant to a bona fide purchase agreement.

2. Within three (3) business days of entering into a bona fide purchase agreement (the "Purchase Agreement") with an unrelated third party (the "Buyer") for the sale of all of the Property for cash (the "Proposed Sale"), Hanson shall give MMREH written notice of the Proposed

Sale (the "Sale Notice"). To be effective, the Sale Notice shall include a certification from Hanson that (i) identifies the Buyer, (ii) confirms that the Buyer is not related to Hanson, and (iii) that the transaction depicted by the Purchase Agreement is bona fide. Hanson shall attached an exact and complete copy of the Purchase Agreement to the Sale Notice. MMREH shall then have thirty (30) calendar days, beginning with the date of delivery of the Sale Notice (the "Sale Election Period") in which to notify Hanson in writing of MMREH's election to enter into an agreement containing terms substantially the same as those in the Purchase Agreement.

(a) If MMREH exercises its right of first refusal by written notice to Hanson within the Sale Election Period, then Hanson and MMREH shall close on the purchase and sale of the Property in accordance with the provisions of the agreement entered into between MMREH and Hanson.

(b) If MMREH does not exercise its right of first refusal by written notice to Hanson within the Sale Election Period, then Hanson may sell the Property to the Buyer identified in the Sale Notice upon the same terms and conditions stated in the Purchase Agreement attached to the Sale Notice and delivered to MMREH, provided that such transaction shall close no later than the one hundred eightieth (180th) day after the termination of the Sale Election Period. If Hanson fails to close on the sale of the Property on the same terms and conditions presented to MMREH in the Sale Notice on or before the one hundred eightieth (180th) day after the termination of the Sale Election Period, then Hanson shall provide MMREH with written notice that the Property was not sold pursuant to the Sale Notice and MMREH shall have another thirty (30) day Sale Election Period in which it may exercise its right of first refusal as set forth in this Paragraph 2 under substantially the same terms and conditions identified in the Sale Notice.

(c) In the event MMREH fails to exercise its right of first refusal and Hanson closes on the sale of the Property to the Buyer identified in the Sale Notice upon the same terms and conditions stated in the Purchase Agreement on or before the one hundred eightieth (180th) day after the termination of the Sale Election Period, then this Agreement shall terminate and MMREH's right of first refusal shall be void unless Hanson re-acquires the Property prior to the second anniversary of the closing of the sale to the Buyer in which case this Agreement and MMREH's rights hereunder shall be reinstated.

(d) For the purpose of clarity, the process described in this Paragraph 2 shall continue until (i) the Proposed Sale closes, (ii) MMREH exercises its right of first refusal and closes on the Property, or (iii) the Purchase Agreement is terminated, in which case, MMREH retains its right of first refusal until Hanson enters into a new Proposed Sale and provides MMREH with a new Sale Notice.

3. In the event Hanson decides to Transfer the Property (or any part of the Property or any interest in the Property) to any third party, whether related or unrelated to Hanson, Hanson shall give MMREH written notice of such intent to effect such Transfer (the "Transfer Notice"). To be effective, the Transfer Notice shall include a certification from Hanson that

(i) identifies the prospective transferee, (ii) sets forth the complete terms and conditions of the contemplated Transfer, (iii) identifies the date on which the Transfer is to be effective (the "Effective Date"), and (iv) be delivered to MMREH no more than one hundred twenty (120) days before the Effective Date and no less than ninety (90) days before the Effective Date. MMREH shall then have thirty (30) calendar days, beginning with the date of delivery of the Transfer Notice (the "Transfer Election Period") in which to notify Hanson in writing of MMREH's election to purchase all of the Property.

(a) If MMREH exercises its right to purchase the Property by written notice to Hanson within the Transfer Election Period, then MMREH and Hanson shall enter into an agreement by which Hanson agrees to sell the Property to MMREH on the following terms and conditions: (i) a purchase price equal to the assessed value of the Property as reflected on the most recent real estate tax bill for the Property, (ii) title transferred free of any liens, leases, or encumbrances, other than easements reflected as of the date of this Agreement, (iii) purchase price paid in cash or certified funds (unless the parties agree on terms of seller financing), (iv) closing within sixty (60) days, and (v) terms otherwise consistent with the standard WB-15 Commercial Offer to Purchase Wisconsin State Bar form.

(b) If MMREH does not exercise its right to purchase the Property by written notice to Hanson within the Transfer Election Period, then Hanson may Transfer the part of the Property or the interests in the Property described in the Transfer Notice to the prospective transferee on the terms and conditions set forth in the Transfer Notice. If Hanson fails to effect the Transfer of the Property (or part thereof or interest therein) on the same terms and conditions presented to MMREH in the Transfer Notice on or before the one hundred eightieth (180th) day after the termination of the Transfer Election Period, then Hanson shall provide MMREH with written notice that the Property (or part thereof or interest therein) was not Transferred pursuant to the Transfer Notice and MMREH shall have another Transfer Election Period in which it may exercise its right to purchase the Property as set forth in this Paragraph 3.

(c) In the event MMREH fails to exercise its right to purchase the Property as set forth in this Paragraph 3 and Hanson effects the Transfer of the Property (or part thereof or interest therein) to the prospective transferee identified in the Transfer Notice upon the same terms and conditions stated in the Transfer Notice on or before the one hundred eightieth (180th) day after the termination of the Transfer Election Period, then this Agreement shall terminate as to the part of the Property or the interest in the Property that was Transferred, but this Agreement and MMREH's rights under this Agreement shall survive with respect to the part of the Property or the interests in the Property that Hanson did not Transfer.

(d) For the purpose of clarity, the process described in this Paragraph 3 shall continue until (i) Hanson effects the Transfer pursuant to the Transfer Notice, (ii) MMREH exercises its right to purchase the Property, or (iii) the Transfer is terminated, in which

case, MMREH retains all rights provided in this Agreement.

4. All notices and demands hereunder shall be in writing and shall be given by registered or certified mail, return-receipt requested. Notices and demands shall be deemed given when deposited into the United States Mail with sufficient prepaid postage and shall be addressed as follows:

To MMREH: Miller Mason Real Estate Holdings LLC
Attention: Kevin Miller
2116 Atwood Avenue
Madison, Wisconsin 53704

With a copy to: Joseph P. Bartol
Stroud, Willink & Howard, LLC
25 W. Main Street, Suite 300
Madison, Wisconsin 53703

To Hanson: Robert J. Hanson
4279 Severson Drive
Madison, Wisconsin 53718

With a copy to: Dennis J. Sieg
Sieg Law Offices
4710 E. Broadway, Suite 110
Madison, Wisconsin 53716

The above names and addresses may be changed at any time or from time to time by notice as provided above.

5. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their successors and assigns with respect to the Property and the MMREH Property, provided, however, that MMREH may assign its right of first refusal with respect to the Property as provided in this Agreement to a related entity ("Assignee") if a majority of the owners of Assignee are the same as the owners of MMREH.

6. In the event of a lawsuit by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its legal costs and reasonably incurred attorneys' fees from the other party.

[SIGNATURE PAGE FOLLOWS]

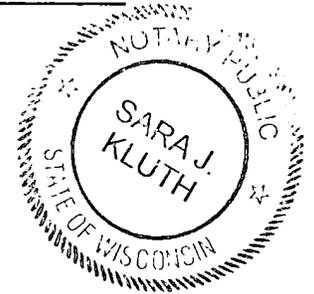
IN WITNESS WHEREOF, MMREH and Hanson have executed this Agreement as of the date written above.

MILLER MASON REAL ESTATE HOLDINGS LLC

ROBERT J. HANSON, INDIVIDUALLY

Brian R. Mason
By: Brian R. Mason, Authorized Member

Robert J. Hanson
Robert J. Hanson



STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 5 day of January, 2017, the above-named Brian R. Mason, to me known to be the person who executed the foregoing instrument for the purposes therein indicated, and acknowledged the same.

Sara J. Kluth
Sara J. Kluth
Notary Public, State of Wisconsin
My commission: 1/8/2017

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 5 day of January, 2017, the above-named Robert J. Hanson, to me known to be the person who executed the foregoing instrument for the purposes therein indicated, and acknowledged the same.

Sara J. Kluth
Sara J. Kluth
Notary Public, State of Wisconsin
My commission: 1/8/2017

Drafted by:
Attorney Diana M. Eisenberg
Madison, Wisconsin



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that part of Lot Ten (10), Farwell's Addition to the Village of Madison, in the City of Madison, Dane County, Wisconsin, described as follows: Beginning at the Southwest corner of said lot on the North line of Atwood Avenue; thence East on the North line of Atwood Avenue, 40 feet; thence Northerly, 132 feet to a point 100 feet Westerly of the Westerly line of Division Street; thence Westerly at right angles to Division Street, 71.3 feet to the Westerly line of said lot; thence Southerly along the Westerly line of said lot, 150.5 feet to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF MMREH PROPERTY

Lot One (1), Block Two (2) and the northeasterly 4 feet, 4 inches of the southeasterly 80 feet of Lot Two (2), Block Two (2), Sommers Replat of Lots 11 and 12 of Farwell's Addition to the Village, now City of Madison, in the City of Madison, Dane County, Wisconsin.

Subject to a right of way over the above described part of Lot 2 and together with a right of way over the Southwesterly 4 feet 4 inches of the Northeasterly 8 feet 8 inches of the Southeasterly 80 feet of said Lot 2, Block 2, Sommers Replat in the City of Madison, Dane County, Wisconsin, all of which was granted and conveyed in deed recorded in Volume 436, page 456, as Document No. 674809, dated July 28, 1943.