PRESALE ADDENDUM TO OFFER TO PURCHASE

New Construction Condominium — Zenith Condominiums

701 E. Kilbourn Avenue, Milwaukee, Wisconsin

Date of Offer:	**[DATE OF OFFER]**
Development:	Zenith Condominiums
Unit Address:	701 E. Kilbourn Avenue, Unit No. [___], Milwaukee, WI 53202
Seller:	Zenith Condominiums LLC, a Wisconsin limited liability company
Developer:	Zenith Condominiums LLC, a Wisconsin limited liability company
Buyer(s):	**[BUYER NAME(S)]**

THIS PRESALE ADDENDUM ("Addendum") is entered into by and between the Seller and Buyer identified above and is attached to and incorporated into the Wisconsin WB-14 Residential Condominium Offer to Purchase bearing the Date of Offer set forth above (the "Offer"). In the event of any conflict between the terms of the Offer and this Addendum, the terms of this Addendum shall govern and control in all respects. All capitalized terms used but not defined herein shall have the meanings set forth in the Offer. The parties acknowledge that the Unit is a new-construction presale condominium unit that has not yet been completed as of the Date of Offer, and that this Addendum establishes the specific rights, obligations, milestones, and deposit structure applicable from the date of Mutual Acceptance through Closing.

SECTION 1. DEFINITIONS

For purposes of this Addendum, the following terms have the meanings set forth below:

"Anticipated Completion Date" means the estimated date by which Seller expects the Unit to be Substantially Complete, as communicated to Buyer in writing. This date is Seller's good-faith estimate only and is not a guarantee or warranty of completion by any specific date.

"Change Order" means a written instrument signed by both Buyer and Seller specifying any requested modification, upgrade, or customization to the Unit that deviates from the Standard Finishes, including the agreed price for such modification.

"Closing Date" means the date established under Section 10 on which the transfer of title to the Unit shall occur.

"Construction Commencement Deposit" means the additional deposit described in Section 5.2.

"Declaration" means the Condominium Declaration for Zenith Condominiums recorded or to be recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as the same may be amended from time to time.

"Developer" means Zenith Condominiums LLC, the declarant of Zenith Condominiums.

"Earnest Money Deposit" means the initial deposit described in Section 5.1.

"Escrow Agent" means **Focus Title LLC**, or such other licensed title/escrow company as Seller may designate in writing prior to the date of Mutual Acceptance.

"Force Majeure Event" means any delay caused by acts of God, fire, flood, earthquake, tornado, pandemic (including but not limited to COVID-19, Ebola, Hantavirus, and variants thereof), war (including but not limited to the war in Iran and the war in Ukraine), epidemic, quarantine orders, changes in the interest rate environment that delay the start of construction, unforeseen conditions underground, construction delays outside of Seller's control, governmental action, labor strikes or shortages, material shortages, supply chain disruptions, utility failures, or any other cause or circumstance beyond Seller's reasonable control.

"Mutual Acceptance" means the date on which the last party signs the Offer and this Addendum without modification, or countersigns any final counteroffer accepted by the other party.

"Purchase Price" means the total consideration for the Unit as set forth in the Offer, including the Standard Finishes but excluding Upgrade Payments unless expressly included.

"Rescission Period" has the meaning set forth in Section 2.1 and Section 2.2 below.

"Selections" means Buyer's chosen interior finishes from the limited palette made available by Seller pursuant to Section 6.

"Selections Deadline" has the meaning set forth in Section 6.2.

"Standard Finishes" means the base-level finishes, fixtures, cabinetry, flooring, and appliances (if any) included in the Purchase Price, as established by Seller for units in Zenith Condominiums.

"Substantial Completion" / "Substantially Complete" has the meaning set forth in Section 7.4 below.

"Total Deposits" means all amounts paid by Buyer to Seller or Escrow Agent pursuant to this Addendum, including the Earnest Money Deposit, the Construction Commencement Deposit, Upgrade Payments (if any) and any interest earned on the Total Deposits.

"Upgrade Payment" means any amount paid by Buyer for Selections that exceed the Standard Finishes or for any Change Order.

SECTION 2. WISCONSIN CONDOMINIUM DISCLOSURE REQUIREMENTS

Pursuant to Wis. Stat. § 703.33, Seller shall deliver to Buyer, not later than 15 days prior to the Closing Date, complete, accurate, and current copies of all required condominium disclosure materials, including without limitation, the materials listed in Exhibit A attached hereto ("the Disclosure Materials").

2.1 Rescission Period. Buyer shall have five (5) business days following receipt of the Disclosure Materials (the "Recission Period"), to rescind the Offer, without penalty and without stating any reason, and receive a full refund of Total Deposits (as defined below) paid prior to expiration of the Rescission Period. Buyer's election to rescind the Offer must be made in writing delivered to Seller or Seller's agent. "Receipt" shall be deemed to occur on the date Buyer signs an acknowledgment of delivery, or three (3) calendar days after mailing or electronic transmission, whichever is earlier.

2.2 Condo Documents; Amendments by Developer. Seller will use commercially reasonable efforts to provide copies Disclosure Materials within 120 days of Mutual Acceptance. Because Zenith Condominiums is a new-construction project in the development and sales phase, the Declaration, Bylaws, budget, and other condominium documents may be amended by Seller or Developer prior to the sale of all units. Buyer acknowledges that Seller and Developer retain the right, as declarant and developer, to amend condominium instruments as necessary, provided that no amendment shall materially and adversely impair Buyer's ownership interest in the Unit purchased hereunder. In the event of any amendment or modification to the Disclosure Materials after the expiration of the initial Recission Period that would materially affect in an adverse way the rights of Buyer, Seller or Seller's agent shall deliver to Buyer the amended or modified version of the Disclosure Materials, and the Buyer shall have five (5) business days following receipt of such amendment or modification (this five (5) business day period is also considered a ("Recission Period")to rescind the Offer, without penalty and without stating any reason, and receive a full refund of Total Deposits paid prior to expiration of this new Rescission Period.

2.3 Developer's Right to Terminate; Condition of Construction Commencement. Notwithstanding anything in the Offer to the contrary, the Offer and this Addendum are contingent upon Seller's election, in Seller's sole and absolute discretion, to proceed with the construction of Zenith Condominiums (the "Project"). Seller makes no representation or warranty that construction of the Project or the Unit will commence or be completed. If Seller determines, for any reason or no reason, not to proceed with construction of the Project or the Unit, Seller shall provide written notice of such determination to Buyer, whereupon: (a) the Offer and this Addendum shall automatically become null and void; (b) all Total Deposits paid by Buyer to Seller or the Escrow Agent shall be refunded to Buyer in full within fourteen (14) days of such notice, including any Upgrade Payments; and (c) neither party shall have any further liability or obligation to the other arising from or relating to the Offer or this Addendum. Buyer expressly acknowledges and agrees that Seller's election not to proceed with construction shall not constitute a breach or default under the Offer or this Addendum and shall not entitle Buyer to any damages, compensation, or remedy beyond the refund of Total Deposits described herein.

2.4 Buyer's Acknowledgment. Buyer represents that Buyer has had the opportunity to consult with independent legal counsel regarding this Addendum and the Offer.

SECTION 3. PURCHASE PRICE AND MATERIAL SUBSTITUTION

The Purchase Price for the Unit is set forth in the Offer. The Purchase Price includes the Standard Finishes. Upgrade Payments are separate from and in addition to the Purchase Price.

3.1 No Price Reduction for Substitution. Seller reserves the right, in Seller's sole discretion, to substitute materials of equal or greater quality for any Standard Finish item when the specified item is unavailable due to supply chain constraints, discontinuation, or other causes outside Seller's control. No such substitution shall constitute a breach of the Offer or this Addendum, and Buyer shall not be entitled to any reduction in the Purchase Price as a result thereof. Seller shall notify Buyer of any material substitution prior to installation.

SECTION 4. FINANCING CONTINGENCY

4.1 Financing Pre-Approval and Firm Commitment. If the Offer is contingent on Buyer obtaining financing pursuant to lines 379-400 of the Offer, then:

(a) Within ninety (90) days after Mutual Acceptance but in no event later than sixty (60) days prior to the scheduled Closing Date ("Financing Contingency Period"), Buyer shall provide Seller with written evidence of a conditional mortgage pre-approval letter from a licensed financial institution for a loan amount sufficient to close the purchase at the Purchase Price ("Buyer Loan").

(b)No later than sixty (60) days prior to the scheduled Closing Date, Buyer shall obtain a firm written mortgage commitment for the Buyer Loan, without conditions other than standard pre-closing conditions.

4.2 Failure to Obtain Financing. If Buyer fails to obtain a pre-approval letter or a firm mortgage commitment by the deadlines set forth in section 4.1 for reasons within Buyer's control (including any adverse change in Buyer's financial condition, employment, or creditworthiness after Mutual Acceptance), such failure shall constitute a Buyer default under Section 11, and the forfeiture provisions of Section 11.2 shall apply. Buyer's inability to obtain financing shall not entitle Buyer to any refund of refundable deposits.

4.3 Cash Purchase. If the Offer is not contingent on Buyer obtaining financing, Buyer shall provide Seller with written proof of sufficient liquid funds (bank statement, brokerage statement, or equivalent) within ninety (90) days after Mutual Acceptance but in no case less than sixty (60) days prior to the scheduled Closing Date. Failure to timely provide such proof shall constitute a default under Section 11.

4.4 Expiration of Financing Contingency. Upon satisfaction or expiration of the Financing Contingency Period, the Offer shall remain in full force and effect without any financing contingency. Buyer's inability to obtain financing after expiration of the Financing Contingency Period shall not excuse Buyer's obligation to close and shall not entitle Buyer to a refund of any deposits.

SECTION 5. DEPOSIT STRUCTURE

The parties agree to the following three-tier deposit structure. TIME IS OF THE ESSENCE with respect to each deposit obligation. All Earnest Money Deposits (defined below) and Construction Commencement Deposits (defined below) shall be held by the Escrow Agent in a segregated trust account in accordance with Wisconsin law pending Closing or termination of the Offer. Upgrade Payments are excluded from the foregoing and may be used by Seller to purchase upgrades without limiting Seller's obligation to return the same in accordance with Section 5.5.

5.1 Earnest Money Deposit. Concurrently with Mutual Acceptance of the Offer, Buyer shall deposit Fifty Thousand**[$5,000 for 1 bedroom Units, $10,000 for 2 bedroom Units, $50,000 for penthouse and 3 bedroom Units]** Dollars ($**[_______________]**) (the "Earnest Money Deposit") with the Escrow Agent by certified check, cashier's check, or wire transfer. The Earnest Money Deposit shall be held in escrow and credited toward the Purchase Price at Closing.

5.2 Construction Commencement Deposit. Within thirty (30) days after Seller's written notice to Buyer that construction of the Unit has commenced or is scheduled to commence within one hundred thirty (130) days, Buyer shall deposit an additional amount that when combined with the Earnest Money Deposit shall equal 8% of the Purchase Price (the "Construction Commencement Deposit") with the Escrow Agent by certified check, cashier's check, or wire transfer. In the event the Offer is made following the date commencement of construction has started (or within the 130 day period prior to the scheduled commencement of construction), the Construction Commencement Deposit shall be due at the same time as the Earnest Money Deposit. The Construction Commencement Deposit shall be held in escrow and credited toward the Purchase Price at Closing. Failure to timely deliver the Construction Commencement Deposit shall constitute a Buyer default under Section 11.

5.3 Escrow Instructions. All Earnest Money Deposits and Construction Commencement Deposits shall be held by the Escrow Agent pursuant to joint escrow instructions consistent with this Addendum. Escrow Agent shall not release any such deposit without written authorization signed by both Buyer and Seller or pursuant to a final court order, except as otherwise expressly provided in this Addendum. Upgrade Payments are excluded from the foregoing and may be used by Seller to purchase upgrades without limiting Seller's obligation to return the same in accordance with Section 5.5.

5.4 Non-Refundable Status of Earnest Money Deposit and Construction Commencement Deposit. Upon expiration of the Rescission Period and the Financing Contingency Period, as applicable, the Earnest Money Deposit and the Construction Commencement Deposit shall immediately and automatically become non-refundable, except solely in the circumstances described in Section 5.5 below. In the event of a Buyer default, the Earnest Money Deposit and the Construction Commencement Deposit shall be forfeited to Seller as liquidated damages pursuant to Section 11.2.

5.5 Circumstances Under Which Deposits Are Refundable. Notwithstanding Section 5.4, Buyer shall be entitled to a refund of the Total Deposits in the following strictly limited circumstances: (a) Seller chooses not to proceed with the project and terminates the Offer pursuant to Section 2.3 above, (b) Buyer timely and properly rescinds the Offer during the Rescission Period pursuant to Section 2.1 or Section 2.2; (c) Seller fails to Substantially Complete the Unit on or before the Outside Completion Date (as defined in Section 8.2 below), and Buyer elects to terminate pursuant to Section 8.2 within the time period specified therein; or (d) Seller materially defaults under the Offer or this Addendum and fails to timely cure such default, and Buyer elects to terminate pursuant to Section 11.3. No other circumstance shall entitle Buyer to a refund of any non-refundable Earnest Money Deposit or Construction Commencement Deposit or Upgrade Payment.

5.8 Interest on Earnest Money. At Buyer's Request Earnest Money and Construction Commencement Deposits shall be placed into an interest-bearing money market (or similar) Escrow Account with Escrow Agent for the benefit of the Buyer. Interest accrues to the Buyer and will be applied to the Purchase Price at closing. Interest rates will be determined at the time of Escrow Account set up and may fluctuate based. Upgrade Payments are excluded from the foregoing and may be used by Seller to purchase upgrades without limiting Seller's obligation to return the same in accordance with Section 5.5.

The following table summarizes the deposit structure for the convenience of the parties:

Deposit / Payment	Amount	Due Date / Trigger	Refundable?
Earnest Money Deposit	[$5,000 1 br] [$10,000 2 br] [$50,000 penthouse]	At signing of Offer	See Section 5.5
Construction Commencement Deposit	**[$ adequate to reach 8% of the Purchase Price]**	Within 30 days of Seller's notice of commencement of construction	See Section 5.5
Upgrade Payments	Per pricing schedule	The later of (a) the time the Construction Commencement Deposit is made and (b) the Selection Deadline.	See Section 5.5

SECTION 6. SELECTIONS AND UPGRADES

The Purchase Price includes the Standard Finishes. Buyer shall have the limited opportunity to make Selections from Seller's pre-approved palette. Seller makes no representation that any particular Selection will be available throughout the construction period. All Selections are subject to availability and Seller's construction schedule.

6.1 Available Selections.

(a) Buyer will make Selections from categories made available by Seller in Seller's current selections guide, which will include in most cases 2 standard choices ("Standard Finishes") and a number of upgrade choices and options ("Upgrade Choices") for finish options such as flooring materials/colors; cabinet finishes/colors; countertop materials/colors; plumbing fixture finishes; appliances (two standard and one option), and paint colors (two standard). Seller reserves the right to modify available categories and options based on material availability and construction schedule without liability to Seller. If selections are not timely made, the Seller will select from Standard Finishes.

(b) If Mutal Acceptance occurs prior to commencement of construction of the Project, all Selections must be completed by Buyer no later than ninety (90) days from the date of Buyer's receipt of the Seller's selections guide, which shall include the Standard Finishes and Upgrade Choices, from Seller. If Mutual Acceptance occurs post commencement of construction of the Project, all Selections must be completed by Buyer no later than thirty (30) days after Mutual Acceptance.

(c) The Buyer recognizes and accepts that there are natural variations in materials (die lots, seams, variations in pattern especially in natural materials) that may vary from the original sample shown and included as a part of the Selection.

6.2 Selections Deadline. Buyer shall complete and submit all Selection forms to Seller in writing in accordance with Section 6.1 (the "Selections Deadline"). TIME IS OF THE ESSENCE. Selections submitted after the Selections Deadline may not be accommodated, and Seller may, in Seller's sole discretion, proceed with Standard Finishes without obligation to Buyer.

6.3 Failure to Make Selections. If Buyer fails to submit complete Selection forms by the Selections Deadline, Seller shall be entitled, in Seller's sole discretion, to make all or any remaining Selections on Buyer's behalf from Seller's

Standard Finishes, in which case Buyer shall be bound by such selections and shall have no claim against Seller with respect thereto.. Seller shall notify Buyer in writing of its election within ten (10) days after the Selections Deadline.

6.4 Upgrade Payments. Upgrade Payments are determined from Seller's then-current upgrade pricing schedule. All Upgrade Payments must be paid in full directly to Seller, by certified check, cashier's check, or wire transfer, at the time Buyer submits the Construction Commencement Deposit, or if this Offer is made following the date commencement of construction has started (or within the 130 day period prior to the scheduled commencement of construction), then such payments shall be made at the time Selections are made. Upgrade Payments are refundable to Buyer in accordance with Section 5.5. The Purchase Price shall be increased by an amount equal to the Upgrade Payments, and the Upgrade Payments made by Buyer shall be credited toward the Purchase Price at Closing, provided Closing occurs. Notwithstanding anything to the contrary, no commissions will be paid by Seller or Buyer on the increase in Purchase Price caused by Upgrade Payments.

6.5 Change Orders. Requests for modifications after the Selections Deadline must be submitted in writing and require a fully executed Change Order signed by both parties. Seller is under no obligation to accommodate any request for modification or Change Order and may deny any such request at Seller's sole discretion. If Seller approves a Change Order, Buyer shall pay directly to Seller the full cost of the Change Order plus an administration fee of 5% per Change Order at the time the Change Order is signed. Change Order costs are non-refundable once work has commenced or materials have been ordered.

6.6 No Verbal Authorizations. No sales agent, construction manager, subcontractor, or other representative of Seller is authorized to approve any Selection, upgrade, or modification verbally. Only a written Selection form or executed Change Order shall constitute Seller's agreement to any Buyer-requested modification.

6.7 Appraisal. Buyer acknowledges that Selections and upgrades may not increase the appraised value of the Unit by a corresponding dollar amount. Seller makes no representation regarding the appraised value of the Unit following completion of upgrades. The Purchase Price shall not be adjusted on account of any appraisal shortfall attributable to Buyer's Selections or Change Orders.

SECTION 7. CONSTRUCTION TIMELINE

7.1 Anticipated Completion Date. Seller anticipates that construction of the Unit will be Substantially Complete on or about May 1, 2029 extendable by Seller upon ninety (90) days with notice to Buyer (as may be extended, the "Anticipated Completion Date"). This date is Seller's good-faith estimate only, based on current construction and permitting schedules, and does not constitute a guarantee or warranty of any kind.

7.2 Construction Commencement Notice. Seller shall provide Buyer with written notice upon commencement of construction of the Unit (or within one hundred thirty (130) days prior to anticipated commencement). Such notice shall trigger Buyer's obligation to deliver the Construction Commencement Deposit pursuant to Section 5.2.

7.3 Substantial Completion Notice. Upon Substantial Completion, Seller shall deliver to Buyer a written notice of Substantial Completion specifying: (a) the date of Substantial Completion; and (b) the proposed Closing Date, which shall be not fewer than ten (10) nor more than thirty (30) days after the date of the notice (the “Substantial Completion Notice”). Seller shall endeavor to provide a preliminary estimate of the Closing Date at least thirty (30) days prior to the formal Substantial Completion notice, but failure to provide preliminary notice shall not affect Buyer's obligation to close. Buyer shall not be obligated to close until the Unit has reached Substantial Completion.

7.4 Substantial Completion Defined. Substantial Completion shall be deemed to have occurred on the date that: (a) the Unit has been constructed in material conformance with the plans and specifications, as evidence by a written certification by Seller's architect or general contractor, and (b) a Certificate of Occupancy (or equivalent) has been issued or is obtainable from the applicable governmental authority. Punch List items shall not constitute failure to achieve Substantial Completion.

7.5 Construction Modifications. Seller reserves the right to make changes to the building or the Unit required by any authority having jurisdiction over such requirement. Subject to the preceding sentence, Seller further reserves the right to make reasonable modifications to the floor plans, specifications, design details, unit layouts, and common elements of the Project other than the Unit without Buyer's consent, provided that the overall livability, character, and quality of the Project are not materially diminished. Notwithstanding anything to the contrary, the dimensions provided on the Unit may vary nominally based on final drawings and construction materials without notice to Buyer. No such modification shall constitute a breach of the Offer or this Addendum or entitle Buyer to any price reduction.

SECTION 8. DELAYS IN COMPLETION

8.1 Force Majeure Extension. The Anticipated Completion Date shall be automatically extended, day-for-day, for any period of delay resulting from a Force Majeure Event. Seller shall provide Buyer with written notice of any Force Majeure Event within thirty (30) days after Seller becomes aware that such event will delay Substantial Completion. Buyer shall not be entitled to terminate the Offer or receive any refund of deposits solely on account of a delay attributable to a Force Majeure Event.

8.2 Outside Completion Date; Buyer's Termination Right. If the Unit has not been Substantially Completed within One Hundred Eighty (180) calendar days after the Anticipated Completion Date (as may be extended by Seller or due to Force Majeure Events) (the "Outside Completion Date"), Buyer shall have the right, as Buyer's sole and exclusive remedy for non-completion, to terminate the Offer by delivering written notice to Seller within ten (10) calendar days after the Outside Completion Date. Upon such termination, the Total Deposits shall be refunded to Buyer in full, and both parties shall be released from all further obligations under the Offer and this Addendum. If Buyer fails to deliver written notice of termination within the ten (10) day window, Buyer's right to terminate on account of non-completion shall be deemed permanently waived, and the Offer shall remain in full force and effect.

8.3 Waiver of Consequential Damages for Delay. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR SELLER'S FAILURE TO COMPLETE THE UNIT BY THE ANTICIPATED COMPLETION DATE OR THE OUTSIDE COMPLETION DATE IS THE RIGHT OF TERMINATION SET FORTH IN SECTION 8.2. BUYER EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR DAMAGES, CARRYING COSTS, RENT DIFFERENTIALS, LOST OPPORTUNITY, FINANCING COSTS, MOVING EXPENSES, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES ARISING FROM ANY DELAY IN SUBSTANTIAL COMPLETION.

SECTION 9. PRE-CLOSING WALK-THROUGH AND PUNCH LIST

9.1 Walk-Through. Prior to Closing, Seller shall afford Buyer (and, if desired, Buyer's representative) a single pre-closing walk-through of the Unit ("Walk-Through"), to be scheduled at a mutually convenient time during Seller's normal business hours, not less than five (5) nor more than ten (10) days prior to the scheduled Closing Date.

9.2 Punch List. During the Walk-Through, the parties shall jointly prepare a written punch list identifying any items of construction that materially deviate from the plans and specifications ("Punch List"). The Punch List shall not include: (a) normal manufacturing variations, color or texture variations within industry tolerances, or minor cosmetic blemishes; (b) damage caused by Buyer's Selections or Change Orders; (c) items attributable to normal settling; or (d) matters caused by Force Majeure Events. Seller shall use commercially reasonable efforts to complete Punch List items within sixty (60) days after Closing.

9.3 Punch List Does Not Delay Closing. The existence of Punch List items, regardless of number, shall not delay the Closing Date or reduce the payment due from Buyer at Closing. Buyer's refusal to close based solely on uncompleted Punch List items shall constitute a default under Section 11.

9.4 Third-Party Inspection. Buyer may, at Buyer's sole expense, engage a licensed home inspector to conduct an independent inspection of the Unit. Any such inspection must be scheduled and completed prior to the Walk-Through. Inspection findings shall not give Buyer the right to terminate the Offer, but Buyer may identify any material construction defects to be included on the Punch List.

9.5 Site Access. The Unit and construction site are private property belonging to Seller through the Closing Date. Buyer shall not enter the Unit or the construction site without prior written authorization from Seller and must be accompanied by an authorized Seller representative at all times. Unauthorized entry shall be a material breach of this Addendum and may, at Seller's election, constitute a default under Section 11.

SECTION 10. CLOSING

10.1 Closing Date. Closing shall occur on the date specified in Seller's Substantial Completion Notice (as described in Section 7.3), which shall be not fewer than ten (10) nor more than thirty (30) days after the date of such notice, or on such other date as the parties mutually agree in writing. Buyer acknowledges that Buyer's mortgage interest rate lock period should be structured to accommodate this range of possible Closing Dates, and that Seller shall have no liability for any rate lock extension fees, lender fees, or other costs incurred by Buyer in connection with the Closing Date.

10.2 Buyer's Closing Obligations. At Closing, Buyer shall: (a) deliver the balance of the Purchase Price (after crediting all Total Deposits other than Upgrade Payments, which shall be credited as applicable) plus Buyer's share of prorations and closing costs, by wire transfer or certified funds; (b) execute all documents reasonably required to consummate the transaction; and (c) provide Seller with evidence of homeowner's insurance for the Unit effective as of the Closing Date.

10.3 Seller's Closing Obligations. At Closing, Seller shall: (a) deliver a duly executed special warranty deed conveying marketable title to the Unit, in accordance with lines 533-536 of the Offer; (b) pay the base premium for an Owner's Policy of Title Insurance in favor of Buyer in the amount of the Purchase Price; (c) deliver all keys, access cards, fobs, and parking passes for the Unit; and (d) provide copies of all transferable manufacturer warranties and operating manuals.

10.4 Prorations. Real estate taxes, condominium association dues, and assessments shall be prorated as of the Closing Date based on the most recent available tax bill and the Association's budget. Buyer shall be responsible for the cost of recording the deed and for all standard Buyer closing costs.

10.5 Association Startup Assessments. At Closing, Buyer shall pay to the Association: (a) a working capital contribution equal to one month's association dues; plus (b) the first full month's association dues; plus (c) any other lawfully adopted Association startup fees. These amounts are separate from and in addition to the Purchase Price.

10.6 Possession. Buyer shall receive possession of the Unit at Closing.

SECTION 11. DEFAULT, REMEDIES, AND DEPOSIT FORFEITURE Lines 626-640 of the Offer are hereby deleted and replaced with the provisions of Section 11.

11.1 Events of Buyer Default

Each of the following shall constitute a "Buyer Default" under the Offer and this Addendum:

(a) Failure to deliver the Earnest Money Deposit within five (5) business days of Mutual Acceptance;

(b) Failure to deliver the Construction Commencement Deposit within the time specified in Section 5.2, following written notice from Seller and five (5) business days to cure;

(c) Failure to satisfy the financing obligations of Section 4 within the applicable deadlines, for reasons within Buyer's control;

(d) Failure to appear and close on the Closing Date, for any reason not excused in writing by Seller;

(e) Unauthorized entry onto the construction site or Unit as described in Section 9.5; or

(f) Breach of any other material obligation of Buyer under the Offer or this Addendum that remains uncured for ten (10) days after written notice from Seller.

11.2 Seller's Remedies — Liquidated Damages; Forfeiture of Deposits

BUYER AND SELLER EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A BUYER DEFAULT AFTER EXPIRATION OF THE RESCISSION PERIOD, SELLER'S ACTUAL DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE WITH CERTAINTY, INCLUDING WITHOUT LIMITATION COSTS OF REMARKETING, REAL ESTATE COMMISSIONS, CARRYING COSTS, CONSTRUCTION LOAN INTEREST, LOST OPPORTUNITY, LEGAL FEES, AND THE RISK OF A LOWER RESALE PRICE. THE PARTIES THEREFORE AGREE THAT THE FOLLOWING LIQUIDATED DAMAGES PROVISION IS A FAIR AND REASONABLE PRE-ESTIMATE OF SELLER'S DAMAGES AND NOT A PENALTY:

(a) Upon a Buyer Default following expiration of the Rescission Period, ALL TOTAL DEPOSITS (INCLUDING THE EARNEST MONEY DEPOSIT, THE CONSTRUCTION COMMENCEMENT DEPOSIT, AND ALL UPGRADE PAYMENTS) SHALL BE FORFEITED TO SELLER AS LIQUIDATED DAMAGES. Seller shall have the right to instruct the Escrow Agent to release all Total Deposits to Seller upon written certification of Buyer's Default, and the Escrow Agent is hereby authorized and directed to do so.

(b) Forfeiture of the Total Deposits shall be Seller's sole and exclusive monetary remedy for Buyer's failure to close, except that Seller expressly reserves: (i) the right to seek specific performance compelling Buyer to complete the purchase; and (ii) the right to recover from Buyer any amounts paid by Seller to third parties specifically to fulfill Buyer's Selections or Change Orders that exceed the corresponding Upgrade Payments.

(c) Upon forfeiture and release of all Total Deposits to Seller, the Offer and this Addendum shall terminate and neither party shall have any further obligation to the other, except as provided in subsection (b) above.

11.3 Seller Default; Buyer's Remedies

If Seller materially defaults under the Offer or this Addendum and fails to cure such default within sixty (60) days after written notice from Buyer, Buyer's sole remedies shall be limited to: (a) termination of the Offer and refund of all Total Deposits (including Upgrade Payments to the extent materials ordered pursuant to such Upgrade Payments can be reasonably cancelled or redirected by Seller without loss); or (b) an action for specific performance compelling Seller to complete the Unit and convey title.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECULATIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, FINANCING COSTS, CARRYING COSTS, RELOCATION EXPENSES, LOST APPRECIATION, OR ANY OTHER INDIRECT LOSSES ARISING FROM ANY BREACH OF OR DEFAULT UNDER THE OFFER OR THIS ADDENDUM.

SECTION 12. CONDOMINIUM ASSOCIATION

12.1 Membership. At Closing, Buyer shall become a member of the Zenith Condominium Association (the "Association") and shall be bound by the Declaration, Bylaws, and Rules and Regulations as in effect from time to time. Until the Developer Control Period ends pursuant to Wis. Stat. § 703.15, Developer shall retain management and voting control of the Association.

12.2 Monthly Association Dues. The estimated monthly association assessment is **[$________per month]** per month. This is an estimate based on the projected operating budget and is subject to change. The monthly assessment is not part of the Purchase Price and may increase after Closing.

12.3 Reserves. The Association's reserve fund is being established concurrently with the Project. Buyer shall contribute to reserves from and after the Closing Date as required by the Association's budget and the Declaration.

SECTION 13. LIMITED WARRANTY

Lines 231 – 304 of the Offer are hereby deleted. In place of any other warranty established or implied by any statute or law, Seller will provide the warranty set forth in this Section 13. NO ADDITIONAL EXPRESS OR IMPLIED WARRANTIES, UNLESS REQUIRED BY LAW, ARE MADE OR WILL BE MADE BY SELLER AND, SUBJECT TO THIS SECTION 13, BUYER AGREES TO ACCEPT THE PROPERTY “AS IS, WHERE IS”. Seller warrants that the Unit shall be free from Structural Defects and defects in materials and workmanship for a period of Two (2) year(s) from the Closing Date. "Structural Defects" means defects in load-bearing elements of the Unit that materially impair its structural soundness. This warranty does not cover: (a) normal wear and tear; (b) damage caused by Buyer's neglect, misuse, or improper maintenance; (c) damage caused by third parties or casualty events; (d) cosmetic variations within industry-standard manufacturing tolerances; or (e) defects resulting from damage for which Buyer, another Unit Owner, the Association or a third party is responsible. All transferable manufacturer warranties for appliances, mechanical systems, windows, and roofing materials shall be assigned to Buyer or Association as applicable at Closing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSONS, THE UNIT, ANY UNIT, THE COMMON ELEMENTS, OR ANY OTHER REAL OR PERSONAL PROPERTY, RESULTING FROM A DEFECT.

SECTION 14. GENERAL PROVISIONS

14.1 Entire Agreement; No Verbal Representations. This Addendum, together with the Offer and all attached exhibits, constitutes the entire agreement of the parties with respect to the subject matter hereof. No sales agent, employee, subcontractor, or representative of Seller has authority to make any representation, warranty, or promise not expressly set forth in writing in this Addendum or the Offer. Buyer has not relied on any oral representation in executing this Addendum.

14.2 Time is of the Essence. Time is strictly of the essence with respect to every deadline and date in this Addendum, including without limitation the Selections Deadline, all financing deadlines, all deposit delivery dates, the Walk-Through date, and the Closing Date.

14.3 Assignment. Buyer shall not assign this Addendum, the Offer, or any of Buyer's rights hereunder without Seller's prior written consent, which may be withheld in Seller's sole and absolute discretion. Any purported assignment without such consent shall be void ab initio and shall constitute a Buyer Default under Section 11. Seller may freely assign its rights and obligations hereunder to any affiliate, successor entity, or lender without Buyer's consent.

14.4 Governing Law; Venue. This Addendum is governed by the laws of the State of Wisconsin, including Wis. Stat. Ch. 703. Any dispute arising hereunder shall be brought exclusively in the state or federal courts sitting in Milwaukee County, Wisconsin, and the parties consent to the personal jurisdiction of such courts.

14.5 Severability. If any provision of this Addendum is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force without modification.

14.6 Counterparts; Electronic Signatures. This Addendum may be executed in counterparts, each deemed an original. Electronic signatures shall be valid and binding to the same extent as original wet ink signatures.

14.7 Attorney's Fees. The prevailing party in any dispute arising from or relating to this Addendum shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

14.8 Notices. All notices shall be in writing and delivered by: (a) personal delivery; (b) certified U.S. mail, return receipt requested; (c) nationally recognized overnight courier; or (d) email with written confirmation of receipt. Notices shall be effective upon personal delivery; three (3) days after mailing; one (1) business day after overnight courier delivery; or upon confirmed email receipt.

14.9 Conflict with WB-14. In the event of any conflict between the WB-14 Offer and this Addendum, this Addendum shall control. WB-14 provisions not addressed herein remain in effect.

14.10 Page Initials Required. Buyer and Seller shall initial the footer of each page of this Addendum as a condition of its validity and enforceability.

[Signatures Follow]

ACKNOWLEDGMENT AND SIGNATURES

BY EXECUTING BELOW, EACH PARTY ACKNOWLEDGES THAT: (1) SUCH PARTY HAS READ THIS ADDENDUM IN ITS ENTIRETY; (2) SUCH PARTY HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL OF SUCH PARTY'S CHOICE; (3) SUCH PARTY FULLY UNDERSTANDS AND AGREES TO ALL TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING THE DEPOSIT FORFEITURE AND NON-REFUNDABLE PROVISIONS; AND (4) THE DEPOSIT FORFEITURE PROVISIONS CONSTITUTE A FAIR AND REASONABLE LIQUIDATED DAMAGES PROVISION.

BUYER NO. 1:

____

Signature

[Printed Name]

[Date]

[Address / City / State / Zip]

[Phone]

[Email Address]

BUYER NO. 2 (if applicable):

____

Signature

[Printed Name]

[Date]

[Address / City / State / Zip]

[Phone]

[Email Address]

SELLER:

Zenith Condominiums LLC, a Wisconsin limited liability company

By: _________________________________

____ *its Authorized Agent*

____

[Date]

EXHIBIT A

Condominium Disclosure Materials Delivery Checklist

Pursuant to Wis. Stat. § 703.33 and Section 2 of this Addendum, Seller shall deliver to Buyer, and upon receipt, Buyer acknowledges receipt of the following materials. Check each item upon delivery.

☐	Proposed or existing Condominium Declaration	*Date Provided _____* *Buyer's Initials _________*
☐	Proposed or existing Condominium Bylaws	*Date Provided _____* *Buyer's Initials _________*
☐	Proposed or existing Condominium Rules and Regulations	*Date Provided _____* *Buyer's Initials _________*
☐	Articles of incorporation of the Association	*Date Provided _____* *Buyer's Initials _________*
☐	Proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the Condominium to which the Association will be a party following closing	*Date Provided _____* *Buyer's Initials _________*
☐	Current or Projected Annual Operating Budget of the Association	*Date Provided _____* *Buyer's Initials _________*
☐	Description of any contemplated expansion of the condominium	*Date Provided _____* *Buyer's Initials _________*
☐	Description of Common Elements and Limited Common Elements	*Date Provided _____* *Buyer's Initials _________*
☐	Floor Plan / Plat of the Unit (as-proposed or as-built)	*Date Provided _____* *Buyer's Initials _________*
☐	Summary / Executive Description of the Condominium Project	*Date Provided _____* *Buyer's Initials _________*

Date of Delivery of Disclosure Materials (as noted above):

Buyer Acknowledgment: By initialing below, Buyer acknowledges receipt of all checked materials above, and the five (5) business-day Rescission Period has commenced as of the date stated above.

____ *Buyer No. 1 Initials / Date*

____ *Buyer No. 2 Initials / Date (if applicable)*

____ *Seller's Representative Initials / Date*