BURNET TITLE

EARNEST MONEY ESCROW AGREEMENT

Property Address: W215N5353 Ada Ct Menomonee Falls WI 53051

Earnest Money (the "Funds"): $ ______________________

SELLER (the "Seller"): Bonnie Grober

BUYER (the "Buyer"): ______________________

1. The undersigned Buyer and Seller, parties to the Offer to Purchase dated ________________, and as amended (the "Offer"), hereby agree that the Funds shall be delivered to Burnet Title (the "Company") and held in escrow by the Company until the first to occur of the following:

   a. Upon written notice to the Company that negotiations did not result in an accepted offer, the Funds will be disbursed to the party who paid the Funds (after clearance from payer's depository institution if paid by check).

   b. Upon the closing of the sale of the Property as described in the Offer, the Funds will be delivered to Seller as part of Buyer's purchase money, according to the final closing statement (which will be reflected as a Buyer credit against the purchase price on the final closing statement).

   c. If the closing on the sale of the Property does not occur, upon receipt by the Company of a joint written notice of cancellation of the Offer and disbursement agreement in the form of the Notice of Cancellation and Earnest Money Disbursement Agreement (the "Notice"), signed by Seller and Buyer, which authorizes and directs the Company to disburse the Funds to Buyer or Seller or other named party.

   d. If the Notice has not been received by the Company within 60 days after the date set for closing in the Offer, the Company may disburse the Funds:

      i. As directed in a joint written disbursement agreement signed by Buyer and Seller and delivered to and received by the Company, which instructs the Company to deliver the Funds to a named party; or

      ii. As advised by an attorney who has reviewed the transaction and who does not represent Buyer or Seller; or

      iii. Into a court that is hearing a lawsuit involving the Funds and all parties to the Offer; or

      iv. As directed by an order of a court of competent jurisdiction received by the Company which orders the Company to deliver the Funds to a named party; or

      v. If there is a dispute between Buyer and Seller regarding the Funds, the Company may, at its sole discretion, deliver the Funds to a court of competent jurisdiction.

   Before disbursing the Funds under paragraph 1.a, d.ii or d.v, where the Company has actual knowledge that either Buyer or Seller disagrees with the disbursement, the Company shall, at least 30 days before disbursement, attempt to notify the Buyer and Seller of the intent to disburse by written notice to include to whom and when the disbursement will be made, and the disbursement will not occur until 30 days after the date on which the notice is sent.

   Any delivery of the Funds by the Company to a court of competent jurisdiction under this paragraph may be by interpleader or other writ or petition. Buyer and Seller agree that after the Funds are delivered to a court under this paragraph 1, the Company shall have no further liability hereunder and shall not be a necessary or permitted party in any action brought regarding the Funds.

2. Buyer and Seller further understand and agree as follows:

   a) The Company is a disinterested, neutral third party holding the Funds under the terms of this Agreement solely at the request of and for the convenience of the Seller and Buyer, and that in carrying out its functions and duties under this Agreement, the Company has not and shall not provide any advice, legal or otherwise, to Seller or Buyer.

   b) The Company deposits funds received in a Trust Account. The financial institution holding the deposits may charge the Company for related transaction and account fees. The Company and its affiliates may receive direct or indirect benefits from deposits, such as bank credits, bank services or interest on funds held. Buyer and Seller acknowledge and agree that no interest will accrue and be due to them on the Funds.

c) The Company shall not be liable for any acts or omissions done in good faith under this Agreement. Buyer and Seller agree to jointly and severally hold the Company harmless for all reasonable actions taken in accordance with this Agreement, including but not limited to the good faith disbursement of the Funds in accordance with this Agreement or applicable law. Seller and Buyer agree to indemnify and hold harmless the Company from any loss, cost or damage it may sustain, including, but not limited to reasonable attorney fees, all court costs, and all out-of-pocket expenses incurred by the Company in connection with the Company being a party to this Agreement and acting under the terms and conditions hereof.

3. All notices, documents, demands or requests required or permitted under this Agreement shall be in writing and shall be deemed duly served if and when delivered by: a) hand or by recognized overnight courier to the address of each party set forth below or to such other address as a party may designate in writing to the other; or b) by electronically transmitting said notice, document, demand or request to the party at their respective facsimile or email address as set forth below.

4. This Agreement may be executed in counterparts. When each party has executed a copy of the Agreement, the executed copies taken together shall have the same force and effect as if executed in one document.

Dated this 24 **day of** September, **20**26

Print Seller(s) /Company Name below:

* BONNIE L. GROBER

Signature:
Print here>

Signature:
Print here>

Dated this ___ day of________________, 20____

Print Buyer(s) /Company Name below:

* ____________________

Signature:
Print here>

Signature:
Print here>

BURNET TITLE

By ________________________

Date received ______________________

11649 N. Port Washington Road
Suite 207
Mequon, WI 53092
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Main: 262-243-5200
Fax: 888-485-3428