

CLOSING AND DISCLOSURE ADDENDUM

At request of Seller, this addendum accompanies the WB-11 Offer to Purchase and is hereby attached and made a part of the Offer To Purchase for 2028 W Van Beck Way Milwaukee, WI.

This property was managed by my deceased wife and she was in charge of during our marriage and as such, I have little to no actual knowledge of the condition for the property and never lived in the property. Property is being sold "as is, where is", without any warranty or representation as to condition or fitness of any portion of the premises. Closing of the sale and payment of the purchase price by Buyer shall constitute acceptance of the condition of the premises in "as is, where is" condition with no recourse to Seller or Seller's agents regarding property condition or any alleged or actual defects. Buyer shall rely on buyer's due diligence and inspections to determine condition/fitness of property. Seller is exonerated from honoring third party warranties.

All Tenants are Month to Month tenancy with 60 day notice from either party for termination. Rents/Security Deposits as follows: Unit 1 Rent \$1010 per mo/Sec Deposit \$850 Unit 2 Rent \$1010 per mo/Sec Deposit \$975; Unit 3 Rent \$1010 per mo/Sec Deposit \$850; Unit 4: Rent \$1010 per month/Sec Deposit \$790. All appliances are tenant owned. Tenants pay Gas/Heat and Electrical Utilities for their respective unit. All units have water/sewer paid by landlord. All other utilities are tenant responsibility.

If the agent's email address appears in the delivery section of the offer to purchase or other transaction on document and the consumer has not provided electronic consent, the consumer authorizes the use of the agent's email address on the consumer's behalf.

Per lines 55-65 of the WB-11 Offer to Purchase, shall read "other as identified; "Land Title & Closing Srvs; earnest money shall be sent to Land Title, 7700 W Bluemound Rd, Wauwatosa, WI 53213 with funds made out to Land Title Trust Account.

Seller:

John C Fox Date: 10/17/26
 John C Fox
 Seller:

Date: _____

Buyer:

Date: _____

Buyer:

Date: _____

4801 Forest Run Road
Madison, Wisconsin 53704

Premier Point Realty LLC

DISCLOSURE OF MATERIAL ADVERSE FACTS

I am a Wisconsin real estate licensee. Wisconsin law, per Wis. Stat. § 452.133 and Wis. Admin. Code § REEB 24.07(2), requires real estate licensees to make prompt written disclosure of material adverse facts to buyers and sellers. In other words, the law requires that I disclose to you in writing any material adverse facts of which I am aware and that you do not know or could not discover through reasonably vigilant observation.

This disclosure pertains to the real property located at: 2028 W Van Beck Way
County of Milwaukee, in the City of Milwaukee, Wisconsin (the "Property").

An adverse fact is a condition or occurrence that is generally recognized by a competent real estate licensee as significantly and adversely affecting the value of the Property, significantly reducing the structural integrity of the Property, or presenting a significant health risk to the Property's occupants. An adverse fact also includes information that indicates that a party is not able or does not intend to fulfill his or her contractual obligations under the offer to purchase or other contract.

An adverse fact is material if a party indicates that it is significant to that party, or if a competent real estate licensee would generally recognize it as significant to a reasonable party, such that it would affect the party's decision to enter into a contract, such as an offer to purchase, or the party's decision regarding the terms and conditions of such a contract.

As a Wisconsin real estate licensee, I am required by law to disclose the following material adverse fact(s) of which I am aware: Vertical crack is evident in basement wall near water main entry in basement; some cracks on basement floor. Vertical crack on exterior brick from first floor to second floor by second floor window; gutter downspout missing extension in same area; staining evident on basement walls; back porch supports are sitting on deteriorated corner concrete stoop; screens on some windows damaged/missing; some peeling paint in interior.

(State only the facts. Do not draw conclusions or make predictions. Attach supporting reports or documentation, if any.)

It is recommended that the sellers and buyers in this transaction obtain professional assistance to conduct appropriate property inspections, testing and other investigations regarding this information. The licensees in this transaction will draft inspection, testing or investigation contingencies, amendments, notices and other documents pertaining to the offer to purchase according to the parties' instructions.

Sellers and buyers should contact their attorneys with any questions concerning their legal rights and obligations.

DocuSigned by:

Carol Nigh
Licensee Signature ▲

Carol Nigh

Print Licensee Name Here ▲

Premier Point Realty

Firm Name ▲

October 15, 2026

Date ▲

By initialing and dating below, I acknowledge that I have received and read this disclosure form.

Party Initials ▲

Date ▲

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

Premier Point Realty LLC, N85W16110 Appleton Ave Unit 94 Menomonee Falls WI 53052
Phone: 2627513147 Fax: Carol Nigh

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2028 W Van Beck

ESCROW AGREEMENT
Earnest Money

To: Land Title Services, Inc.
7700 West Bluemound Road,
Wauwatosa, Wisconsin 53213-3440
Phone: 414-259-5060
Escrow Fax: 414-259-5067

Seller: John C Fox

Buyer: _____

Escrow Agent: Land Title Services, Inc.

Property Address: 2028 W Van Beck Way Milwaukee WI

Commitment No. _____ Escrow No. _____

The sum of \$ _____ ("Escrow Funds") is handed herewith to the Escrow Agent. Escrow Agent is instructed to deposit the Escrow Funds into a non-interest bearing account with any bank and to administer the Escrow Funds pursuant to the purpose and terms specified in this Escrow Agreement.

The purpose of this Escrow Agreement is to hold the Escrow Funds as earnest money for the purchase of the Subject Property,

Land Title Services will deposit the funds in a non-interest-bearing account and will release the funds only in the following manner:

1. In connection with the closing of the transaction; or
2. As directed in a written instrument signed by both buyer and seller; or
3. As directed by a court of competent jurisdiction.

The Seller and Buyer, and each of them, agree that they will promptly reimburse the Escrow Agent for any expenses that it may reasonably and necessarily incur in prosecuting or defending any action to which it may be a party as a result of this agreement.

Land Title Services, Inc. shall be liable only as escrow holder herein.

Dated this _____ day of _____, 20____.

Seller John C Fox 10/17/26

Buyer _____

Seller _____

Buyer _____

Address _____

Address _____

City, State ZIP _____

City, State ZIP _____

Phone _____

Phone _____

Land Title Services, Inc.

By: _____

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

Premier Point Realty LLC

**OFFER ADDENDUM S - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

Page 1 of 3

1 **■ LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 2028 W Van Beck Way, Milwaukee
11 _____, Wisconsin.

12 **■ SELLER DISCLOSURE AND CERTIFICATION.**

Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except:
15 _____

16 *(Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")*

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:
20 _____

21 *(Identify the LBP record(s) and report(s) (e.g. LBP abatements,
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
24 knowledge, that the information provided by them is true and accurate.

25 (X) John C Fox
26 (ALL Sellers' signatures) ▲ Print Names Here ► John C Fox

10/17/24
(Date) ▲

27 **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**
28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)
30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) **Disclosure of Known LBP to Buyer.** The Seller shall disclose to the Buyer the presence of any known lead-based
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) **Disclosure of Known LBP & LBP Records to Agent.** The Seller shall disclose to each agent the presence of any
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) **Provision of Available LBP Records & Reports to Buyer.** The Seller shall provide the Buyer with any records or reports
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

Premier Point Realty LLC, N85W16110 Appleton Ave Unit 94 Menomonee Falls WI 53052
Phone: 2627513147 Fax: Carol Nigh

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2028 W Van Beck

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
57 Spanish);

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:
59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified

60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt
77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred**
93 **to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular**
110 **whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby
 115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -
 116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.
 117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their
 118 knowledge, that the information provided by them is true and accurate.

DocuSigned by:
 Carol Nigh
 119 (X) _____
 120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Carol Nigh, Premier Point Realty 10/15/2026
 (Date) ▲
 121 (X) _____
 122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ (Date) ▲

123 **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
 124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
 125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
 126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity
 127 to conduct the risk assessment or inspection by so indicating in writing.

128 BUYER INSPECTION CONTINGENCY. ACKNOWLEDGMENT AND CERTIFICATION.

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is
 130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]
 131 ☐ **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
 132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
 133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency
 134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
 135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
 136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
 137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.
 138 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** have a right to cure [if neither struck, Seller shall have the right to
 139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
 140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
 141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that
 142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
 143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will
 144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the
 145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
 146 in conformance with the requirements of all applicable law.
 147 ☐ Buyer elects the LBP contingency Buyer has attached to this Addendum S.
 148 ☐ Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **EPA LEAD HAZARD INFORMATION PAMPHLET:** If Buyer has provided electronic consent, a copy of the LBP pamphlet, *Protect Your*
 150 *Family from Lead in Your Home*, may be found at <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>.
 151 Note: More information about electronic consent can be found at <https://www.wra.org/ecommerce/>.

152 (3) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
 153 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received
 154 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
 155 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

156 (4) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their
 157 knowledge, that the information provided by them is true and accurate.

158 (X) _____
 159 (Buyers' signatures) ▲ Print Names Here ▶ (Date) ▲
 160 (X) _____
 161 (Buyers' signatures) ▲ Print Names Here ▶ (Date) ▲