Authentisign ID: B1433566-21CC-F111-BF5B-000D3A4FF82A

Closing and Disclosure Addendum

At Seller's request, this addendum accompanies the WB-11 Offer to Purchase and is hereby attached and made a part of the Offer To Purchase for N85W17007 Lee Pl, Menomonee Falls, WI.

Seller discloses property improvements which may increase the assessed value may have been performed under the Seller's ownership and Seller did not pull permits for improvements completed under their ownership, if applicable.

Owner of LLC holds an active Wisconsin Real Estate Broker License.

Per lines 55-65 of the WB-11 Offer to Purchase, earnest money shall delivered to and held by Prism Title, 16620 W Bluemound Rd #500 Brookfield, WI 53005 with funds made to Prism Title Trust Account.

If the agent's email address appears in the delivery section of the offer to purchase or other transaction 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.

Seller Signature: AuthentiSIGN Nancy Harlan, manager _____ **Date:** 10/19/26 8:06 PM CDT

Printed: Manager, SNW Holdings LLC

Buyer Signature: _____ **Date:** _____

Printed:

Buyer Signature: _____ **Date:** _____

Printed:

Drafted By John Newland/TerraNova Real Estate

Authentisign ID: B1433566-21CC-F111-BF5B-000D3A4FF82A

AS-IS, WHERE-IS ADDENDUM

This addendum is incorporated in and made part of the offer to purchase the Property located at N85W17007 Lee Pl Menomonee Falls, Wisconsin, entered into between SNW Holdings LLC ("Seller," whether one or more) and _____("Buyer," whether one or more).

The Property is being sold "as-is, where-is" without any warranty or representation as to the condition or fitness of any portion of the Property, except any warranty or representation made by Seller to Buyer in writing, provided, however, that Seller makes no representation or warranty regarding any written report, survey, analysis or any other document that Seller delivers to Buyer that was created by a person or entity other than Seller Buyer waives the right to receive a condition report and rescission rights pursuant to Wis. Stat. § 709.08. No covenant shall be implied that any improvement to the Property was performed in a workmanlike manner or was reasonably adequate to equip the Property for Buyer's use or occupancy, and Buyer waives all rights and claims under Wis. Stat. § 706.10(7). Closing of the sale and payment of the purchase price by Buyer shall constitute acceptance of the condition of the Property in "as-is, where-is" condition, including but not limited to the condition of any work done to the Property before closing, with no recourse to Seller or Seller's agents regarding the condition of the Property, any alleged or actual defects, or any statements made by Seller concerning the Property, provided, however, that Buyer shall have the right to receive an assignment of any cause of action arising from defective construction work that Seller may have against any contractor, subcontractor, material supplier, design professional, or other person or entity who performs work or provides materials to make improvements to the Property before closing (collectively, "Construction Workers"). Notwithstanding the foregoing, Buyer shall not have a right to be assigned any cause of action that Seller may have against any Construction Workers for personal injury suffered by Seller or Seller's agent(s).

Buyer expressly waives any tort claim Buyer may have now or in the future against Seller arising out of or relating to the sale of the Property, including but not limited to claims involving the physical condition of the Property or statements made by Seller. If any party institutes any legal suit, action, or proceeding against the other party to enforce this Agreement arising out of or relating to this Agreement, including, but not limited to, contract, equity, tort, fraud, and statutory claims, and Seller is the prevailing party in the action or proceeding, then Seller is entitled to receive, and Buyer shall pay, in addition to all other remedies to which Seller may be entitled, the costs and expenses incurred by Seller in conducting or defending the suit, action, or proceeding, including actual attorneys' fees and expenses, court costs and other expenses, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

Buyer shall rely on Buyer's own due diligence to assess the merchantability of title per the evidence of title delivered by Seller to Buyer. Buyer warrants and represents that in assessing the condition and fitness of the Property, Buyer has not and will not rely on any statement made by Seller about the condition of the Property. Seller is exonerated from honoring any third-party warranty.

Buyer:

Signature ▲ Print Name ► Date▲

Seller:

Authentisign
Nancy Harlan, manager

10/19/26 8:06 PM CDT

Signature ▲ Print Name ► **Manager, SNW Holdings LLC** Date▲

This instrument was drafted by: Attorney Taylor Rens, State Bar No.: 1098258

Authentisign ID: B1433566-21CC-F111-BF5B-000D3A4FF82A

PRISM TITLE

Earnest Money Escrow Agreement

File No.: _____ Date of Offer to Purchase: _____

Seller(s): SNW Holdings LLC Buyer(s): _____

Address of Property: N85W17007 Lee Pl, Menomonee Falls, WI

Earnest Money ($ Amount): _____

The undersigned Seller(s) and Buyer(s) hereby authorize Escrow Agent to hold the Earnest Money for the above-referenced real estate transaction. The Buyer shall deliver earnest money in accordance with lines 59-60 of the Offer to Purchase and earnest money shall be held by Prism Title Midwest, LLC ("Escrow Agent"). Escrow Agent shall hold the Earnest Money in a non-interest bearing account and shall release the Earnest Money at the first of the following events:

- If negotiations do not result in an accepted offer for the property, on request the Escrow Agent shall promptly disburse the Earnest Money (after clearance from payer's depository institution if Earnest Money is paid by check) to the person(s) who paid the Earnest Money;
- At closing, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to the Offer;
- By joint written instructions from Seller(s) and Buyer(s) to disburse the Earnest Money;
- If there's a dispute between Seller(s) and Buyer(s) regarding the Earnest Money, then at Escrow Agent's sole discretion delivery of the Earnest Money to a court of competent jurisdiction; or
- As directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; or
- Entry and receipt by Escrow Agent of an order of a court of competent jurisdiction ordering Escrow Agent to deliver the Earnest Money to a named party.

The Parties agree that the Escrow Agent may deduct from the earnest money any and all costs and reasonable attorney's fees incurred for utilizing one of the above-mentioned procedures prior to issuing a disbursement.

The Escrow Agent's disbursement of earnest money will never determine the legal rights of the Parties in relation to the Offer. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one to four units. Buyer and Seller should consider consulting attorneys regarding their legal rights under the Offer in case of a dispute. Seller(s) and Buyer(s) agree to jointly and severally hold Escrow Agent harmless for all reasonable actions taken by Escrow Agent in accordance with this Agreement and for good faith disbursement of earnest money in accordance with either the Offer or the applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

Seller(s) and Buyer(s) further agree that any action in relation to an alleged breach of this Agreement by Escrow Agent shall be commenced within two years of the date of the breach, without regard to the date the breach is discovered. Any action not brought against Escrow Agent within that two-year time period shall be barred, without regard to any other limitations period set forth by law or statute, and Seller(s) and Buyer(s) hereby waive any statute of limitations to the contrary.

Authentisign Nancy Harlan, manager 10/19/26 8:06 PM CDT

SELLER (print name): Date BUYER (print name): Date

Manager, SNW Holdings LLC

SELLER (print name): Date BUYER (print name): Date

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

Authentisign ID: B1433566-21CC-F111-BF5B-000D3A4FF82A

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

OFFER ADDENDUM S - LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGMENTS

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

Disclosures and Acknowledgments made with respect to the Property at N85W17007 Lee Pl, Menomonee Falls , Wisconsin.

■ **SELLER DISCLOSURE AND CERTIFICATION.** **Note: See Seller Obligations at lines 27 - 54 and 55 - 112.**

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

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

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

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

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

(X) AuthentiSIGN' Nancy Harlan, manager 10/19/26 8:06 PM CDT

(ALL Sellers' signatures) ▲ Print Names Here ▶ Manager, SNW Holdings LLC (Date) ▲

Seller Obligations under the Federal Lead-Based Paint Disclosure Rules

(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, 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.) **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

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

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

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

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

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

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Authentisign ID: B1433566-21CC-F111-BF5B-000D3A4FF82A

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

(1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

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

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

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

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

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

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

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

■ **DEFINITIONS:**

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

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

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

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

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

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

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

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

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

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

Authentisign ID: B1433566-21CC-F111-BF5B-000D3A4FF82A

■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

(1) ACKNOWLEDGMENT: All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 - 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

(2) CERTIFICATION: The undersigned agents have reviewed the information above and certify, to the best of their knowledge, that the information provided by them is true and accurate.



10/19/26 8:03 PM CDT

(X) _____

(Agent's signature) ▲ Print Agent & Firm Names Here ▶ **John Newland/TerraNova Real Estate** (Date) ▲

(X) _____

(Agent's signature) ▲ Print Agent & Firm Names Here ▶ (Date) ▲

■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION** (LBP Inspection Contingency). (a) Before a Buyer is obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. (b) Not withstanding lines 123 - 126, a Buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

(1) LEAD-BASED PAINT INSPECTION CONTINGENCY: [Buyer to check one box at lines 131, 147 or 148. If no box is checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

☐ **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

RIGHT TO CURE: Seller (shall)(shall not) [STRIKE ONE] have a right to cure [if neither struck, Seller shall have the right to cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and 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 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP, in conformance with the requirements of all applicable law.

☐ Buyer elects the LBP contingency Buyer has attached to this Addendum S.

☐ Buyer waives the opportunity for a LBP inspection or assessment.

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

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

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

(X) _____

(Buyers' signatures) ▲ Print Names Here ▶ (Date) ▲

(X) _____

(Buyers' signatures) ▲ Print Names Here ▶ (Date) ▲

Copyright © 2021 by Wisconsin REALTORS® Association
Drafted by Attorney Debra Peterson Conrad
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.