

WB-1 RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: 8832 W Lynx
3 _____ in the
4 City of Milwaukee, County of Milwaukee, Wisconsin.

5 Insert additional description, if any, at lines 353-373 or attach as an addendum per lines 374-379.

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 11-13,
7 and the following items: Stove; Refrigerator; Washer; Dryer; Dishwasher
8 _____
9 _____

10 _____
11 ■ **NOT INCLUDED IN LIST PRICE:** Seller's personal property
12 _____
13 _____

14 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
15 **lessor. (See lines 233-247).**

16 ■ **LIST PRICE:** One Hundred Ninety-Five Thousand Dollars (\$195,000.00).

17 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
18 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 7-10 during the term
19 of this Listing. The marketing may include: At the discretion of the Listing Agent: Open Houses; Yard
20 Sign; Reverse Prospecting on MLS; Website promotion; and such other marketing techniques
21 that are selected by the Listing firm.

22 The listing firm representing the Seller shall do all of the following:

- 23 (a) Share information on the Property with any licensees representing prospective buyers or tenants;
24 (b) Respond to inquiries from any licensees representing prospective buyers or tenants;
25 (c) Make the Property available for showing to prospective buyers or tenants; and
26 (d) Within one business day from the start date of any agency agreement authorizing the listing firm to sell or lease
27 the Property, advertise or market the Property for sale or lease on one or more internet platforms or websites
28 accessible to the general public and any real estate licensees representing prospective buyers or tenants.

29 Seller is aware of the benefits of marketing to increase exposure and attract interest from prospective buyers and of the
30 consumer brochure created by the Wisconsin Real Estate Examining Board explaining those benefits.

31 See the brochure at <https://dsps.wi.gov/Pages/BoardsCouncils/RealEstate/ContractualForms/Forms.aspx>.

32 The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller: _____

33 Listing Agent may tell cooperating brokers and buyer's agents that the Seller will
34 compensate a portion of the final sale proceeds, as defined below, for a successful sale.

35 _____, which are in addition to and separate from any Offer of Compensation. See lines 82-97.

36 **NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention**
37 **of or payment to a cooperating firm, buyer's firm or other buyer's representative.**

38 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 47-53 regarding the Firm's
39 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the
40 Firm and its agents may market other properties during the term of this Listing.

41 **OPT OUT OF MARKETING: Seller acknowledges that opting out of advertising or marketing may**
42 **negatively impact the exposure of the Property and potential offers. A listing firm must market the**
43 **property on one or more internet platforms or websites accessible to the general public and real**
44 **estate licensees representing prospective buyers or tenants unless the Seller opts out. If Seller is**
45 **opting out, Seller shall complete the WB-55 Public Marketing Opt-Out Agreement. If Seller**
46 **completes the WB-55 Public Marketing Opt-Out Agreement, it is made part of this Listing.**

47 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
48 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
49 which are required in connection with the sale. Seller authorizes the Firm and its agents to do those acts reasonably
50 necessary to effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple
51 listing service, internet advertising or a lockbox system on the Property. Seller shall promptly refer all persons making
52 inquiries concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller
53 negotiates or who view the Property with Seller during the term of this Listing.

LISTING FIRM COMMISSION Seller and the Firm agree the Firm's commission shall be 4% if the listing firm procures the buyer without the assistance of a co-broke or buyer's agent; and 5% if there is a co-broke or buyer's agent, from which Lister will receive 2.6% and the buyers agent shall receive no more than 2.4% or as is negotiated.

■ **EARNED**: Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-11 Residential Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer.

The Firm's commission shall be earned if, during the term of the Listing, one seller of the Property sells, conveys, exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce judgment.

■ **DUE AND PAYABLE**: Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

■ **CALCULATION**: A percentage commission shall be calculated based on the following, if earned above:

- Under 1) or 2) the total consideration between the parties in the transaction.
- Under 3) or 4) the list price if the entire Property is involved.
- Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for which there was an effective change in ownership or control.
- Under 5) the total offered purchase price.

NOTE: If a commission is earned for a portion of the Property, it does not terminate the Listing as to any remaining Property.

There is no standard market commission rate. Commissions and types of service may vary by firm. Commissions are not set by law and are fully negotiable.

OFFER OF COMPENSATION State law prohibits real estate firms from paying compensation, excluding referral fees, to another firm. Seller may offer compensation to another firm as an incentive but is not obligated to do so.

There is no standard Offer of Compensation. Offers of Compensation, if any, are not set by law and are fully negotiable.

NOTE: An Offer of Compensation, if any, is separate from the Listing Firm Commission at lines 54-81.

■ Seller (does) ~~(does not)~~ **STRIKE ONE** ("does not" if neither is stricken) offer compensation to another firm. If Seller is offering compensation to another firm, Seller shall state the terms: See above. Up to 2.4% for a successful closing in which a co-broke or buyer's agent has procured the successful buyer.

■ Seller (does) (does not) **STRIKE ONE** ("does" if neither is stricken) authorize Firm to disclose Seller's Offer of Compensation, as described at lines 88-92.

NOTE: Consistent with Wis. Stat. § 452.19, any compensation to be paid to another firm by Seller must be documented in the offer to purchase or option to purchase.

NOTE: Seller acknowledges that an offer to purchase may include a request for Seller to compensate another firm.

BUYER FINANCIAL CAPABILITY The Firm and its agents are not responsible under Wisconsin statutes or regulations to qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any offer to purchase or contract.

DISPUTE RESOLUTION The Parties understand that if there is a dispute about this Listing or an alleged breach, and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration. Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the Parties add such in Additional Provisions or in an Addendum.

NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.

FAIR HOUSING Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

DISCLOSURE TO CLIENTS

Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a transaction:

- (a) The duty to provide brokerage services to you fairly and honestly.
- (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 248-251.)
- (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 180-197.)
- (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

**BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.
A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the firm from this duty.
 - (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that are within the scope of the agency agreement.
 - (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.
- If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may apply.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

- A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple representation relationship.
- Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your confidential information to another party unless required to do so by law.
- If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the same agent may represent more than one client in a transaction.
- If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

- ☒ The same firm may represent me and the other party as long as the same agent is not representing us both. (multiple representation relationship with designated agency)
- ☐ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different agents are involved. (multiple representation relationship without designated agency)
- ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple representation relationships)

NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have any questions about the

168 commission or fees that you may owe based upon the type of agency relationship you select with your firm, you
169 should ask your firm before signing the agency agreement.

170 **SUBAGENCY**

171 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
172 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
173 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
174 other parties if doing so is contrary to your interests.

175 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
176 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
177 **advisor, or home inspector.**

178 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
179 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

180 **■ CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
181 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
182 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose
183 particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no
184 longer providing brokerage services to you.

185 The following information is required to be disclosed by law:

- 186 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 248-251).
187 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
188 the property or real estate that is the subject of the transaction.

189 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
190 information below (see lines 192-194). At a later time, you may also provide the Firm with other information you consider
191 to be confidential.

192 **CONFIDENTIAL INFORMATION:** None at this time

193 _____

194 _____.

195 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): None at this
196 time.

198 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
199 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
200 subagents (other firms engaged by the Firm - see lines 170-174) and firms representing buyers. Cooperation includes
201 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
202 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
203 attend showings, and the specific terms of offers which should not be submitted to Seller: **N/A**

206 **CAUTION:** Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.

207 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
208 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
209 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

210 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

211 The following other buyers None

212 _____ are excluded from this Listing until October 17, 2026 [INSERT DATE].

213 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,
214 Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

215 **DEFINITIONS**

216 ■ ADVERSE FACT: An "Adverse Fact" means any of the following:

- 217 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 218 1) Significantly and adversely affecting the value of the Property;
- 219 2) Significantly reducing the structural integrity of improvements to real estate; or
- 220 3) Presenting a significant health risk to occupants of the Property.
- 221 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
- 222 under a contract or agreement made concerning the transaction.

223 ■ **BUYER CLIENT:** A "Buyer Client" is a buyer who has an agency agreement with a firm for brokerage services and
224 who receives client level services.

225 ■ **BUYER CUSTOMER:** A "Buyer Customer" is a buyer who is provided brokerage services by a firm and any licensees

226 associated with the firm, but who is not a client and who does not receive client level services.

227 ■ **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
228 event occurred and by counting subsequent calendar days.

229 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
230 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
231 replaced would significantly shorten or adversely affect the expected normal life of the premises.

232 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

233 ■ **FIXTURE:** A "Fixture" is defined as an item of property which is physically attached to or so closely associated with
234 land, buildings or improvements so as to be treated as part of the real estate, including, without limitation, physically
235 attached items not easily removable without damage to the premises, items specifically adapted to the premises and
236 items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and
237 storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters and
238 available remote(s); central heating and cooling units and attached equipment; water heaters, water softeners and
239 treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas and satellite dishes (but
240 not the component parts); audio/visual wall mounting brackets (but not the audio/visual equipment); garage door opener
241 and available remote(s); installed security systems; central vacuum systems and accessories; in-ground sprinkler
242 systems and component parts; built-in appliances; ceiling fans and any remote(s) if required for operating; fences; in-
243 ground pet containment systems including receiver components; storage buildings on permanent foundations and
244 docks/piers on permanent foundations.

245 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**
246 **treatment systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 11-13 and in**
247 **the offer to purchase.**

248 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
249 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
250 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
251 or would affect the party's decision about the terms of such a contract or agreement.

252 ■ **OFFER OF COMPENSATION:** An "Offer of Compensation" means an amount of compensation, offered as an
253 incentive by Seller, to firms working with a Buyer Client or Buyer Customer, subject to any terms set by Seller as
254 performance standards for entitlement to receive the Offer of Compensation, if any.

255 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
256 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
257 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
258 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
259 whole or in part whether created before or after expiration of this Listing.

260 ■ **PROPERTY:** Unless otherwise stated, "Property," means all property included in the list price as described on lines 2-5.

261 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
262 this Listing:

- 263 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 264 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
265 terms upon which the buyer might acquire an interest in the Property; or
- 266 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
267 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
268 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (see
269 lines 313-321) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
270 follows:
 - 271 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
272 individuals in the Listing; or
 - 273 b) If the buyer's name has not been provided, by delivery of a written notice identifying the firm or agents with whom the
274 buyer negotiated and the date(s) of any individual showings or other negotiations.

275 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a
276 Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 277-281.

277 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
278 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
279 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
280 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
281 Protected Buyers, on the same terms, for one year after the Listing is terminated (see lines 313-321).

282 **OCCUPANCY** Unless otherwise provided, Seller agrees to give the buyer occupancy of the Property at time of closing
283 and to have the Property in broom swept condition and free of all debris and personal property except for personal
284 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

LEASED PROPERTY If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants.

CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless released by tenants.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

REAL ESTATE CONDITION REPORT ~~Seller agrees to complete the real estate condition report provided by the Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute the report to all interested parties and agents inquiring about the Property. Seller acknowledges that the Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.~~

SELLER REPRESENTATIONS REGARDING DEFECTS ~~Seller represents to the Firm that as of the date of this Listing, Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the real estate condition report.~~

WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.

OPEN HOUSE AND SHOWING RESPONSIBILITIES Seller is aware that there is a potential risk of injury, damage and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 353-373 or in an addendum per lines 374-379.

TERMINATION OF LISTING Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 381 shall be effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 330-352 and effective by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 330-352.

CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to potentially be liable for damages.

EARNEST MONEY If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm shall not terminate this Listing.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Listing, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 333-352.

(1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 335 or 336.

Seller's recipient for delivery (optional): _____

Firm's recipient for delivery (optional): _____

(2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: (____) _____

Firm: (____) _____

(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 335 or 336, for delivery to the party's delivery address at line 345 or 346.

(4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 335 or 336, for delivery to the party's delivery address at line 345 or 346.

Delivery address for Seller: _____

Delivery address for Firm: _____

(5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line 351 or 352. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically as required by federal law.

Email address for Seller: rogerawargula@gmail.com or swargula@hotmail.com

Email address for Firm: sgovern@wi.rr.com or smg@dewittllp.com

ADDITIONAL PROVISIONS Seller has not lived in the property and therefore will not provide a Real Estate Condition Report. Thus Seller shall complete the Refusal to provide Real Estate Condition Report. The Seller has no notice or knowledge about lead paint, although the home is of the age that it is likely that there may be lead paint in the home. Accordingly the Seller agrees to complete the Lead Paint Addendum (Addendum S) which is required by the Federal HUD.

ADDENDA The attached addenda Addendum S and the Refusal to Complete RECR.

_____ is/are made part of this Listing.

TERM OF THE CONTRACT From the 28th day of October, 2026,
up to the earlier of midnight of the 30th day of April, 2027,
or conveyance of the entire Property.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 8 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

(x) _____ Date ▲
Seller's Signature ▲
Print Name Here ► Sue Wargula

(x) _____ Date ▲
Seller's Signature ▲
Print Name Here ► Roger Wargula

(x) _____ Date ▲
Seller's Signature ▲
Print Name Here ►

(x) _____ Date ▲
Seller's Signature ▲
Print Name Here ►

Seller Entity Name (if any): _____

(x) _____ Date ▲
Authorized Signature ▲
Print Name & Title Here ►

Perfection Plus Real Estate Services, Inc
Firm Name ▲

(x) _____ Date ▲
Agent's Signature ▲
Print Name Here ► Shawn M. Govern

**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 8832 W Lynx, 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) _____ **10/21/2026**
26 (ALL Sellers' signatures) ▲ Print Names Here ► Sue Wargula, Roger Wargula (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.

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.

119 (X) _____ 10/21/2026
 120 (Agent's signature) ▲ Print Agent & Firm Names Here ► **Shawn Govern, Perfection Plus RE Serv Inc.** (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) ▲

SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT

1 Seller's/Owner's Name(s): Sue Wargula, Roger Wargula
2 Entity Name (if any): _____
3 Name & Title of Authorized Representative for Seller Entity: _____
4 Property Address: 8832 W Lynx, Milwaukee, WI 53225

5 Listing Agent and Listing Firm: Shawn M. Govern Perfection Plus Real Estate

6 Wis. Admin. Code § REEB 24.07(1) requires Listing Agent to make inquiries of Seller regarding the condition of
7 the Property and request that Seller provide a written response to the inquiry. Wis. Stat. § 709.02 indicates that a
8 property owner shall provide a Real Estate Condition Report (RECR) when the property includes 1-4 dwelling
9 units and a Vacant Land Disclosure Report (VLDR) when the property does not include any buildings.

10 Listing Agent provided Seller with the following condition/disclosure report(s) and asked Seller to complete
11 it/them: (Real Estate Condition Report) (~~Vacant Land Disclosure Report~~) (~~Seller Disclosure Report - Commercial~~)
12 (Other: _____) **STRIKE AND COMPLETE AS APPLICABLE**

13 **CHECK LINE 14 OR LINE 20, AS APPLICABLE:**

14 ☒ **SELLER REFUSAL TO COMPLETE**

15 I hereby acknowledge that Seller has refused to provide Listing Agent with a completed RECR, VLDR or
16 other seller's disclosure report for the Property. Seller understands this refusal may be disclosed to potential
17 purchasers and has been advised that Seller's refusal to provide this report does not release Seller from any
18 disclosure obligations under the Wisconsin Statutes or common law. Seller should consult with legal counsel
19 regarding Seller's disclosure obligations in an "as-is" sale.

20 ☐ **SELLER NOT REQUIRED TO COMPLETE REPORT**

21 Seller hereby asserts that Seller is not required to complete a condition or disclosure report for the Property
22 because **CHECK BELOW AS APPLICABLE**:

- 23 ☐ Seller is a personal representative of an estate and has never occupied the Property.
24 ☐ Seller is a trustee and has never occupied the Property.
25 ☐ Seller is a conservator and has never occupied the Property.
26 ☐ Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the Property.
27 ☐ The Property includes 1 to 4 dwelling units but has not been inhabited.
28 ☐ The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

29 Wisconsin real estate licensees have a legal duty to disclose material adverse facts and information suggesting
30 the possibility of material adverse facts to all parties. Listing Agent shall accordingly disclose any condition Listing
31 Agent becomes aware of to prospective purchasers.

32 This form was delivered to Seller by Shawn M. Govern on _____.
33 Agent for Firm Print Name ▲ Date ▲

34 Seller's/Owner's Signature: _____ Sue Wargula Date: _____
35 Seller's/Owner's Signature: _____ Roger Wargula Date: _____
36 Seller's/Owner's Signature: _____ Date: _____
37 Seller's/Owner's Signature: _____ Date: _____

38 This form was delivered to Buyer by _____ on _____.
39 Agent for Firm Print Name ▲ Date ▲

40 Acknowledgment of Receipt by Buyers: _____
41 Initials ▲ Date ▲

42 Buyer's acknowledgment of receipt of this form does not constitute waiver of any right that Buyer may have based
43 on not receiving a completed condition or disclosure report from Seller.