Authentisign ID: C76E8151-36D3-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 S77W15886 Woods Rd, Muskego, WI.

Lines 94-111 of WB-11 are deleted. No Real Estate Condition Report to be provided; Seller has not occupied property. Buyer waives the right to receive a Real Estate Condition Report and rescission rights per Wis Stat Chap 709.

Property is being sold "as is, where is", without any warranty or representation as to condition or fitness of any portion of the premises. Seller has not occupied 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.

Seller discloses: Improvements which may increase property's assessed value have been performed under Seller's ownership. Kitchen and bathroom remodels were done without permits. Seller pulled permits for foundation repair/drain tile (building permit), second floor and lower level finish and third bedroom (building permit), electrical permit (second floor and lower level finish), plumbing permit (new bathroom in lower), HVAC permit (new furnace, ductwork to second floor and lower level finished areas), new water service and well abandonment, and new gas service. Propane heater in garage is not connected to a fuel source.

Per lines 55-65 of the WB-11 Offer to Purchase, earnest money shall delivered to and held by Members Title, 15850 W Bluemound Rd #205, Brookfield, WI 53005 with funds made to Members 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 Natalia Kishner, member _____ **Date:** 10/28/26 8:32 PM CDT

Printed: Member, NPV Homes LLC

Buyer Signature: _____ **Date:** _____

Printed:

Buyer Signature: _____ **Date:** _____

Printed:

Drafted By John Newland/TerraNova Real Estate

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

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MEMBERS TITLE GROUP
CLOSE WITH CONFIDENCE

15850 W. Bluemound Rd. Ste. 205
Brookfield, WI 53005
info@memberstitlegroup.com
262-229-2261 | 888-600-0979

EARNEST MONEY ESCROW AGREEMENT

(non interest bearing)

THIS AGREEMENT, entered into on this _____ day of _____, 2024, by and between _____ ("Depositor"); and Members Title Group, LLC ("Company") as follows:

WHEREAS, Depositor desires to purchase real property described in Schedule A of Title Insurance Commitment No. _____ and more commonly known as **S77W15886 Woods Rd, Muskego, WI** ("Property"); and

WHEREAS, Depositor desires Company to hold the earnest money for the purchase of the Property;

NOW, THEREFORE, It is agreed hereby that the sum of _____and 00/100 Dollars ($_____) shall be held in escrow by the Company under the following terms and conditions:

1. Company shall hold the escrowed funds in its trust account pending closing. Buyer acknowledges that this account does not bear interest.

2. Company shall be entitled to an escrow fee of $150.00, which will be deducted from the escrowed funds upon release unless sooner paid. This fee will be waived if the escrowed funds are applied to the closing of the Property.

3. Upon the closing of the Depositor's purchase of the property, Company shall disburse the escrowed funds in accordance with the written instructions provided to Company by Depositor not less than 24 hours prior to the closing.

4. In the event that Depositor does not purchase the Property within thirty (30) days after the closing date specified in the Offer to Purchase and any subsequent Amendments, Company shall disburse the escrowed funds, less the escrow fee, to the Depositor or pursuant to joint written instructions signed by the depositor and the parties to the Offer to Purchase.

5. In the event of any disagreement or controversy pertaining to the escrowed funds, the Company will not disburse said funds until it receives written instructions signed by both the Buyer and Seller, or an order from a court of competent jurisdiction, directing payment of the escrowed funds. Should any dispute cause Company to hold the escrowed funds beyond the date when this Agreement would have terminated but for the dispute, Company shall be entitled to an annual maintenance fee of $25.00, to be borne equally by all parties to this Agreement other than the Company. In the alternative, in the event of litigation involving the escrowed funds in whole or in part, the Company is authorized to deposit said funds with the Clerk of Courts for the jurisdiction where the litigation is pending. Upon such deposit, Buyer and Seller shall dismiss Company from all litigation and Company shall be released from any further liability under this agreement.

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6. In the event that the check(s) used to fund this Escrow Agreement do not clear the Company's account for any reason, the Company may, at its sole option, declare this Escrow Agreement null and void. In such event, the Company's sole duty under this Escrow Agreement shall be to notify the parties in writing that the Escrow Agreement has been terminated due to the failure of funding.

The parties hereto expressly agree that the Company assumes no liability or responsibility to Depositor as to the completion of the purchase of the Property, the state of title to the Property, the adequacy of the funds deposited, or for any other matter except for the disbursement of funds pursuant to the terms hereof.

IN WITNESS WHEREOF, the parties set their hands and seals on the date set forth above.

DEPOSITOR

_____	_____
Signature	Signature
_____	_____
Print name	Print name

Address: _____

_____

Phone: _____

Email: _____

MEMBERS TITLE GROUP, LLC

_____

Brandi Monreal, President

NOTE: Please send executed Earnest Money Escrow Agreement and your check for earnest money payable to Members Title Group, LLC to the address listed above.

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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 S77W15886 Woods Rd, Muskego , 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 Natalia Kishner, member 10/28/26 8:32 PM CDT

(ALL Sellers' signatures) ▲ Print Names Here ▶ Member, NPV Homes 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.

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■ **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.

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■ **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.



10/28/26 8:19 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) ▲

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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.