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

SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT

Seller's/Owner's Name(s): Michael J Pankau, Jeffery J Pankau
Entity Name (if any): _____
Name & Title of Authorized Representative for Seller Entity: _____
Property Address: 3303 S 123rd St, West Allis, WI 53227

Listing Agent and Listing Firm: Carol Nigh — Premier Point Realty LLC

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

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

CHECK LINE 14 OR LINE 20, AS APPLICABLE:

[XX] **SELLER REFUSAL TO COMPLETE**

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

[ ] **SELLER NOT REQUIRED TO COMPLETE REPORT**

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

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

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

This form was delivered to Seller by Carol Nigh on 10/29/2026.
Agent for Firm Print Name ▲ Date ▲

Signed by: Michael J Pankau
Seller's/Owner's Signature: _____ Michael J Pankau Date: 10/29/2026 | 10:36 PM CDT
Signed by: Jeffery J Pankau
Seller's/Owner's Signature: _____ Jeffery J Pankau Date: 10/29/2026 | 10:42 PM CDT
Seller's/Owner's Signature: _____ Date: _____
Seller's/Owner's Signature: _____ Date: _____

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

Acknowlegment of Receipt by Buyers: _____
Initials ▲ Date ▲

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

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

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CLOSING AND DISCLOSURES ADDENDUM

At request of Sellers, this addendum accompanies the WB-11 Offer to Purchase and is hereby attached and made a part of the Offer To Purchase for 3303 S 123rd St West Allis WI. Lines 94-111 of WB-11 are deleted. No Real Estate Condition Report to be provided; Sellers have not had residence at the property which was a transfer from estate . 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. 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 Sellers or Sellers' agents regarding property condition or any alleged or actual defects. Improvements, permitted and or unperimitted, may have been performed under any owners' ownership. Buyer shall rely on buyer's due diligence and inspections to determine condition/fitness of property. Sellers are exonerated from honoring third party warranties. Appliances (kitchen: stove, microwave, dishwasher, refrigerator, basement: refrigerator freezer) remaining at home are left for buyer convenience in AS-IS condition with no warranty. Sellers will not be held responsible for the maintenance, repair, or replacement of these items during the listing and through closing.
Drain tile test was completed; targeted drain tiles were remediated; beaming was done along sections of the front and rear walls of the home. The rubber roof of the home was replaced;attic AC ducts were insulated/encapuslated with remediation completed. Sellers are the heirs of the estates prior owners, who owned home for more than 20 years. Sellers have limited personal knowledge of its history/condition. Evidence of a prior fire was recently found in the attic space above the garage. Sellers were not previously aware of this fire. To the best of Sellers' knowledge and belief, the fire occurred before their deceased family members' ownership. Sellers obtained a structural engineering inspection of the affected area which concluded that no structural repairs are necessary for the roof framing to continue performing satisfactorily. The roof covering appears to have been replaced at some point after the fire. The soot and char discoloration has not been cleaned, sealed or otherwise remediated and remains visible. The report found no visible signs of structural distress, such as sagging, excessive deflection, bowing, splitting or cracking. The report in its entirety is shared as an additional disclosure document.

Absent the consumer's electronic consent, listing the agent's email in a transaction document's delivery section authorizes its use on the consumer's behalf.
Earnest Money Per lines 55-65 of the WB-11 Offer to Purchase, shall read ''other as identified; ''Land Title & Closing Srvs;. Box at line 592 of the Offer to Purchase to be checked and include: ADD S, Closing/Disclosures ADD, RECR Ref, Land Title Escrow Agreement.

Signed by:
Jeffery J Pankau 10/29/2026 | 10:42 PM CDT
E70255D053EF4AD...
Seller: Jeffery J Pankau

Signed by:
10/29/2026 | 10:36 PM CDT
[redacted]
Seller: Michael J Pankau

Buyer:

Buyer:

Docusign Envelope ID: 8715E985-7905-82C3-833E-AC6E0071B314

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 3303 S 123rd St, West Allis , 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) Signed by: CE7CA1DBC8864A0... 10/29/2026 | 10:36 PM CDT Signed by: Jeffery J Pankau E70255D053EE4AD... 10/29/2026 | 10:42 PM CDT

(ALL Sellers' signatures) ▲ Print Names Here ▸ Michael J Pankau, Jeffery J Pankau (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.

■ **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.

DocuSigned by:

(X) Carol Nigh 10/29/2026

(Agent's signature) ▲ Print Agent & Firm Names Here ▸ **Carol Nigh, Premier Point Realty** (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.

Berns Infrastructure
525 Main Street, Suite 200
Delafield, WI 53018

Date: 10/27/2026

Address: 3303 S 123rd Street
West Allis, WI 53227

Subject: Engineering Inspection of Fire Damage in Garage Attic Space

Background

This report is being provided in response to a request for engineering inspection of prior fire damage in the attic space above the garage for the subject project at the address noted above. The subject property is a single family, wood-framed structure, common for the area. The goal of the inspection was to determine if the existing fire damage requires structural repair. The inspection occurred on 10/27/2026 and consisted of a visual-only inspection – no sampling or testing was deemed necessary nor performed.

Inspection Summary

The fire damage was visible in the east half of the garage attic space, with the most significant impact visible in the southeast corner. The damage consisted of a soot and smoke coating to the existing rafter framing members (combination of 2x4, 2x6, and 2x8 sizes) and the underside of the roof sheathing boards, Surficial charring of some structural elements was also visible. A majority of the surface area of discolored framing and sheathing did not contain char. Maximum char depths were found to be approximately 3/16" on the bottoms of the the 2x8 ridge rafter and 2x6 rafters, with 1/8" max char depths on the sides. 2x4 members were found to have 1/8" max char on bottoms with 1/16" max char on the sides.

It was evident that the roof had been replaced at some point in time after the fire. Non-discolored roofing nails were visible throughout the area. At certain locations where nails were installed near a sheathing or rafter edge, resulting in a small piece wood "blow-out" from the rest of the member, char depths (or altogether lack of char) was able to be viewed and inspected. Additionally, non-discolored areas were visible in many of the corners where sheathing and framing members adjoin, helping to further substantiate the depth and severity, or lack thereof, of structural impact.

It was reported that the fire event is not known to have occurred in recent years, and likely occurred several decades ago. The observed damage appeared to support this timeline.

Strength Reduction Checks

Shear and bending (moment) strength reductions were checked for each of the three framing sizes. Shear capacity reduction compares only the cross-sectional area and bending capacity reduction compares only the section modulus. Comparison of these values alone, without determining actual element capacity (i.e.

by continuing calculations using shear and bending stress values, incorporation of resistance factors, etc) is acceptable for helping to quantitatively check capacity reductions since these values are directly and proportionally related to the corresponding capacities.

Shear Capacity:

2X4: pre-damage cross-sectional area, A_0 = 1.5"x 3.5" = 5.25 in^2
post-damage cross-sectional area, A_1 = (1.5" - 2 x 1/16") x (3.5" – 1/8") = 4.64 in^2
current shear capacity as % of original, C = A_1/A_0 = **88%**

2X6: pre-damage cross-sectional area, A_0 = 1.5"x 5.5" = 8.25 in^2
post-damage cross-sectional area, A_1 = (1.5" - 2 x 1/8") x (5.5" – 3/16") = 6.64 in^2
current shear capacity as % of original, C = A_1/A_0 = **80%**

2X8: pre-damage cross-sectional area, A_0 = 1.5"x 7.5" = 11.25 in^2
post-damage cross-sectional area, A_1 = (1.5" - 2 x 1/8") x (7.5" – 3/16") = 9.14 in^2
current shear capacity as % of original, C = A_1/A_0 = **81%**

Bending Capacity:

2X4: pre-damage section modulus, S_0 = (1.5" x 3.5"^2)/6 = 3.06 in^3
post-damage section modulus, S_1 = ((1.5" - 2 x 1/16") x (3.5" – 1/8")^2)/6 = 2.61 in^3
current bending capacity as % of original, C = S_1/S_0 = **85%**

2X6: pre-damage section modulus, S_0 = (1.5" x 5.5"^2)/6 = 7.56 in^3
post-damage section modulus, S_1 = ((1.5" - 2 x 1/8") x (5.5" – 3/16")^2)/6 = 5.88 in^3
current bending capacity as % of original, C = S_1/S_0 = **78%**

2X8: pre-damage section modulus, S_0 = (1.5" x 7.5"^2)/6 = 14.06 in^3
post-damage section modulus, S_1 = ((1.5" - 2 x 1/8") x (7.5" – 3/16")^2)/6 = 11.14 in^3
current bending capacity as % of original, C = S_1/S_0 = **79%**

Results:

Shear capacities are at least 80% of the original value while bending capacities are at least 78% of their original value. Note these checks are for the absolute worst-case conditions observed, with the majority of the fire-damaged area having lesser impact. Load spread effects can help to disperse roof loads over adjacent, less/non-damaged members, resulting in load-carrying capacities comparable to non-affected members.

Conclusions

The visual inspection indicated that no structural repairs are necessary for the structural roof elements to continue performing satisfactorily.

The section-property comparisons indicate that the observed surface charring resulted in relatively minor reductions in gross cross-sectional area and section modulus. These calculations support the visual

observations that the fire damage was superficial and did not substantially reduce the load-carrying characteristics of the affected framing members.

These conclusions are based upon the engineer's experience with fire-damaged structures and are based upon the type and extent of damage with regard to their location within the structural system, and the types of internal stresses experienced within those members at the varying locations along each individual structural member.

Additionally, the ongoing satisfactory performance of the existing roof structure over the years since the fire occurred, with no visible signs of structural distress such as excessive deflection, sagging, bowing, splitting, cracking, or other indications of structural inadequacy, help to confirm the inspection and calculation findings of no structural repairs deemed necessary.

Based upon the limited observed char depths, the absence of deep charring, the absence of visible distortion or degradation of the wood fibers, and the apparent long-term satisfactory performance of the roof framing following the fire event, no evidence was observed to suggest structural impairment requiring repair or strengthening.

Limitations

This report is limited to structural inspection and performance only. Discussion of potential cosmetic repair/correction are outside the scope of this report.

This evaluation was limited to a visual inspection of readily accessible portions of the attic framing. No destructive investigation, material sampling, moisture testing, laboratory testing, or removal of finishes was performed. Char depths were estimated from visible and accessible surfaces.

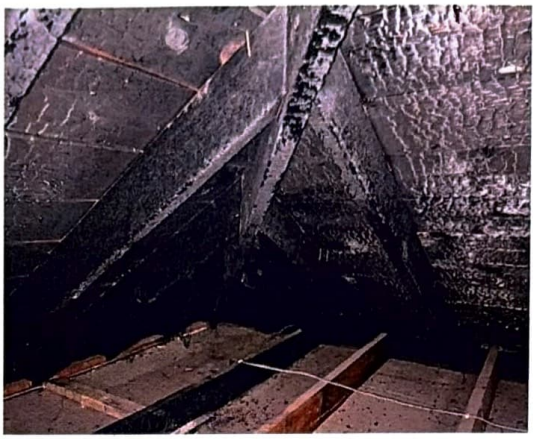
This report addresses only the structural implications of the observed fire damage. The report does not address code compliance, fire-resistance characteristics, environmental conditions, smoke contamination, air quality, cosmetic conditions, insurance coverage matters, or other non-structural considerations.

Please contact me if there are any questions regarding this report.

Mark Berns, PE
Berns Infrastructure



SEALED: 10/27/2026
EXPIRES: 7/31/2028

Photos: Exterior southeast corner of garage (above left) and same corner from inside (above right).




Photos: Southern ridge end (above left) and "sliver" breakoff of sheathing edge (above right).

Docusign Envelope ID: D8A963D8-5784-8D80-82A5-B2295DF7D151

ESCROW AGREEMENT
Earnest Money

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

Seller: Michael J Pankau; Jeffrey J Pankau

Buyer: _____

Escrow Agent: Land Title Services, Inc.

Property Address: 3303 S 123rd St West Allis WI

Commitment No. _____ Escrow No. _____

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

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

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

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

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

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

Dated this _____day of _____, 20___.

Signed by:
10/29/2026 | 10:45 PM CDT
CF7CA1DBC8804A0...
Seller

Buyer

Signed by:
Jeffery J Pankau 10/29/2026 | 10:43 PM CDT
E70255D053EF4AD...
Seller

Buyer

Address

Address

City, State ZIP

City, State ZIP

Phone

Phone

Land Title Services, Inc.

By: