ADDENDUM A TO OFFER TO PURCHASE
dated November _____, 2026
by KML RE Holdings LLC and/or assigns, Buyer

The following terms and conditions shall be deemed to be a part of the foregoing attached Offer to Purchase dated November ____, 2026, ("Offer") for the real estate described in the Offer ("Property"). The terms of this Addendum shall supersede any conflicting provisions in the Offer. The Offer and this Addendum may be collectively referred to herein as the "Agreement"

I. Contingencies: Buyer's and Seller's obligation to conclude this transaction shall be contingent upon the following:

A. Buyer's Due Diligence Contingency (Review Period): Buyer shall have until the date that is 180 days from City Approval Date (the "Review Period") to conduct physical inspections of the Property, to obtain all financing and governmental and other approvals and permits deemed necessary by Buyer to allow the Buyer to use the Property for Buyer's intended use, to review the title insurance commitment, survey and Seller Documents, (as defined in II C. below), as well as to conduct any and all other due diligence, studies, and review of the Property, economic feasibility of its intended development, or any other matter related to the purchase and future development and ownership of the Property it desires to conduct as determined in Buyer's sole and absolute discretion (collectively "Buyer's Due Diligence"). If Buyer is dissatisfied for any reason with the Property, its Due Diligence, or any of Seller Documents or is unable to obtain such approvals or permits for any reason whatsoever as determined in its sole discretion, Buyer may terminate this Offer by giving written notice of termination to Seller at any time during the Review Period, and Buyer's obligation to close on the transaction contemplated herein shall be contingent upon Buyer's satisfaction with Buyer's Due Diligence, as determined in Buyer's sole and absolute discretion. If Buyer so terminates this Offer during the Review Period, Seller shall promptly return all earnest money to Buyer and this Agreement shall be null and void and of no further effect, and neither party shall have any further obligation to the other, except for any provisions which expressly survive termination hereof.

B. Financing: Appropriate financing will be identified in the development agreement at the discretion of the Buyer. ALTA Survey: Buyer may obtain, at Buyer's expense, on or before the end of the Review Period, an ALTA boundary survey of the Property dated and stamped within 6 months prior to closing, prepared by a certified Wisconsin surveyor showing all property lines, improvements, encroachments, easements, alleys and adjoining roadways, cross-parking easements, and utility installations located therein. Such survey shall be in satisfactory foam, as determined in Buyer's discretion, and accompanied by any required surveyor's report sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy at no additional cost to Buyer. If the Survey shows the existence of conditions that would be detrimental to the Buyer's intended use on the Property, as determined by Buyer in its discretion, Buyer shall have the right to terminate the Offer by written notice to Seller whereby this Agreement shall be null and void and all earnest money paid hereunder shall be returned to Buyer forthwith, and the Agreement shall be null and void and of no further effect, and neither party shall have any further obligation to the other than any provision which expressly survives termination hereof.

C. Environmental/Soils Inspection: Buyer's obligation to close upon the transaction contemplated herein is contingent upon Buyer obtaining, at Buyer's sole cost and expense, a written report from a qualified environmental consultant and a geotechnical soil investigation, on or before the end of the Review Period, for the purpose of detecting the presence of air pollutants, water pollutants, processed waste water, solid and hazardous wastes, soil conditions, or any other toxic substance or environmental condition that would have a material adverse impact on Buyer's anticipated use of the Property. Such tests may include a Phase I and/or Phase II environmental audit of the Property. In the event such Phase I and/or Phase II environmental audit is conducted and yields results that indicate the existence of levels of environmental contamination or other Recognized Environmental Conditions (as defined in the Offer) on the Property, Buyer may, in Buyer's sole discretion, terminate this Agreement in writing, in which case this Agreement shall be null and void and all earnest money paid hereunder shall be returned to Buyer forthwith, and neither party shall have any further obligation to the other, other than any provision which expressly survives termination hereof. .

D. Governmental/Developers Agreement/Zoning Approvals: Buyers obligation to close upon the transaction contemplated herein is contingent upon Buyer obtaining all necessary municipal consents and approvals for the Project from all applicable governmental entities that have jurisdiction over the property including, but not limited to,

rezoning the property, participation of public infrastructure improvements of at least $500,000 to include grading, utilities, stormwater, roadway improvements access improvements and site preparation from source of TID #11 under a PAYGO format, entering into a mutually acceptable developer's agreement and obtaining required governmental or municipal approvals within on or before the end of the Review Period. In the event Buyer is dissatisfied with the results of such governmental/zoning approvals for any reason whatsoever, Buyer may terminate this Agreement by delivering written notice of termination to Seller at any time during the Review Period. If Buyer so terminates this Agreement during the Review Period, Seller shall promptly return all earnest money to Buyer, and this Agreement shall be null and void, with neither party having any obligation to the other, other than any provision which expressly survives termination hereof. The parties understand and agree that the Buyer's intent is to develop the Property and lease the improvements on the Property to third parties consistent with the intended use stated in the Offer, however, Buyer shall be free to change the use after closing consistent with the mutually acceptable developer's agreement and subject to applicable zoning restrictions which affect the Property.

E. Commercial Leases. Buyer's obligation to close upon the transaction contemplated herein is contingent upon Buyer entering into commercial leases with tenants for the Buyer's intended use of the Property, upon terms acceptable to Buyer, in Buyer's sole discretion.

Contingency Satisfaction:

If Buyer does not provide Seller written express notice of its waiver and/or satisfaction of all of its contingencies on or before the end of the Review Period, then this Agreement shall be automatically deemed null and void, all earnest money shall be returned to Buyer, and neither party shall have any further obligation to the other, excepting any provision which expressly survives termination hereof.

II. Additional Provisions:

A. Access to Property: Seller agrees that Buyer shall have full and complete access to the Property to go upon the Property for the purpose of completing physical inspections, soil borings and testings, environmental audits, excavation and engineering testing, surveying and topography measurements, and conducting any more of Buyer's Due Diligence and any work related thereto ("Buyer's Due Diligence Activities"), all at Buyer's sole cost. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer or Buyer's contractors shall maintain liability insurance for all such activities on the Property. At the conclusion of Buyer's Due Diligence Activities, any material damage to the Property caused thereby shall be repaired, and the Property shall be restored to substantially the condition existing prior to Buyer's Due Diligence Activities at the sole cost and expense of Buyer. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims or liability arising from Buyer's Due Diligence Activities, except that such indemnification shall not apply to claims and liabilities related to Property conditions discovered during performance of said Due Diligence Activities.

B. Earnest Money Escrow Payment: Buyer shall deliver to the Title Company any and all earnest money deposits as required in the Offer.

Title Company shall hold and disburse these funds in accordance with the terms of the Offer and shall rely upon a good faith decision based upon advice of an attorney not representing any party to the Offer. In addition, in the event of a dispute and Title Company's inability to comply with any of the foregoing provisions for payment, Title Company may deposit the funds into the Circuit Court for Walworth County where the Property is located, and thereafter be relieved from responsibility. On any disbursement to which the Buyer and Seller do not agree, Title Company shall send written notice to all parties of the intent to disburse. The notice shall state to whom, the amount and when the disbursement will be made, and the disbursement shall not occur until at least ten (10) days after mailing the notice.

Title Company shall not be liable for any acts or omissions performed in good faith pursuant to this Offer. Also, the undersigned parties shall hold Title Company harmless from all reasonable actions taken in accordance with this Offer and agree to share all out-of-pocket expenses incurred by Title Company, which may arise out of this Offer.

C. Seller Documents: Buyer acknowledges that Seller has provided, copies of any documents available to or in Seller's possession relating to a survey of the property, environmental reports, floor plans, proposed construction plans, leases or other property related data.

D. Insulation, Asbestos, Lead, Radium and Radon Gas: The parties are aware that newspaper and other public information indicated that urea-formaldehyde foam insulation, asbestos, lead, radium, toxic substances and naturally occurring radon gas pollution, within a structure, or in soils or water supplies, could represent a serious health hazard. Seller states to the best of Seller's knowledge that this Property does not contain urea-formaldehyde foam insulation or asbestos and has not had a history of radon gas pollution or abnormal concentrations of lead, radium or toxic substances.

E. Closing: If Buyer affirmatively gives notice to proceed to the closing and otherwise waives and/or satisfies all contingencies on or before the end of the Review Period, closing of the purchase and sale of the Property, shall occur within fifteen (15) days after the date Buyer waives or satisfies all of its contingencies set forth in this Offer. Buyer may, at its sole option, elect to close the purchase of the Property at any time prior to said date, upon five (5) days prior written notice to Seller. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

F. Assignment of Offer to Purchase: Buyer may assign this Offer by one or more successive assignments at any time prior to the closing of this transaction without any consent from Seller, provided it is to an entity under common control with the named Buyer. Upon any such assignment, the assignee shall have all the rights and obligations of Buyer hereunder. Any other assignment to a person or entity not under common control of the named Buyer hereunder shall be subject to the consent of Seller, which may not be unreasonably withheld, conditioned, or delayed.

G. Authorization to Sign Documents: Buyer and Seller represent and warrant to each other that the individuals signing this Offer and Addendum on behalf of Buyer and Seller are duly authorized and have full written authority to so sign and to bind the respective parties to the provisions hereof.

II. Electronic Signature/s: Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.

I. Legal Counsel: Anderson Commercial Group, LLC makes no representation as to the accuracy or completeness of the disclosures made in this Offer to Purchase. The Buyer and Seller are advised to be represented by their attorneys in the preparation, review and signing of this Offer to Purchase and all other legal documents associated with the purchase/sale of this Property.

J. Common Council Contingency Clause: This Agreement, and all rights, obligations, and duties arising hereunder, shall be expressly contingent upon the approval of both the Common Council of City of Whitewater, Wisconsin (the "Common Council") within forty-five (45) days of acceptance hereof. No party shall have any legal obligation of any kind with respect to the proposed transaction unless and until both the Common Council has granted their final approval of this Agreement in its entirety through a duly passed resolution in accordance with applicable Wisconsin municipal law (each a "City Approval"). If each of the City Approvals have not occurred within forty-five (45) days of execution hereof, Buyer shall have the right to terminate this Offer and in such case, all earnest money shall be immediately returned to Buyer, with neither party having any further obligation to the other, excepting any provisions which expressly survive termination hereof. Upon the occurrence of both of the City Approvals, Seller shall notify Buyer of such City Approval son the next business day after the occurrence of the final approval. The date of such notice of the final City Approval shall be deemed the "City Approval Date" for purposes of the commencement of the Review Period.

K. Property Condition Representations: The City is exempt from having to provide the vacant land disclosure report. The obligation to provide it arises from Wis. Stat. Sec. 709.01, which requires owners transferring real property to complete the disclosure report unless they are exempt from the real estate transfer fee under Wis. Stat. Sec. 77.25. The City qualifies for exemption from the fee under Wis. Stat. Sec. 77.25(2) as a subdivision of the state of Wisconsin. Notwithstanding anything to the contrary herein, Seller makes the following representations and warranties regarding the Property, all subject to the actual knowledge of the Signatory for the Seller:

1. Except as otherwise disclosed by Seller in writing as part of delivery of the Seller Documents, Seller has no knowledge that the Property has at any time been used for the purposes of storing, manufacturing, releasing or dumping Hazardous Materials (as hereinafter defined), and there are no Hazardous Materials located at, on or under the Property, and no underground storage tanks, pipelines or clarifiers have been or are located on the Property. As used in this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products (including crude oil or any fraction thereof), polychlorinated biphenyls and urea-formaldehyde insulation. As used in this Agreement, "Environmental Law" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or to releases or threatened releases of Hazardous Materials into the environment, including, without limitation, ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as now or hereafter in effect.
2. Seller has not granted, and there exist no, recorded or unrecorded options to purchase or rights of first refusal or first offer on the Property or any portion thereof
3. Except for what was or will be provided as a part of the Seller Documents, there is no agreement, in writing or otherwise, between Seller and any other person or persons for construction, service, supply, maintenance, management or the operation of the Property or any portion of the business conducted thereon, nor are there any leases, occupancy agreements, or any other agreement affecting the Property, which will survive closing
4. Seller has not received written notice of any uncured violation of any federal, state or local law relating to the use or operation of the Property which would adversely affect the Property or use thereof ("Violation"), nor has Seller received written notice that any federal, state, or local government authority or agency has taken or is contemplating any action in response to any Violation on the Property.
5. Seller has not received written notice of any litigation which has been filed against Seller, or the Property that arises out of the ownership of the Property that would affect the Property, ownership, or use thereof, or Seller's ability to perform hereunder ("Litigation"), and Seller has not received written notice that any such Litigation has been filed or is threatened.

L. Entire Agreement: This agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties.

M. Brokers: Seller shall be responsible for all commissions and brokerage fees payable to any real estate agent or broker associated with the sale of the Property. Anderson Commercial Group is acknowledged to be a broker involved in this transaction on behalf of Seller, and Seller shall be responsible for all such brokerage fees and commissions.

In witness whereof, Seller and Buyer have caused this Addendum A to be executed on the date written below, their respective signatures, to be effective as of the full executed date of the Offer.

KML RE Holdings LLC

By:_____ Date:_____

Matthew Mehring, Sole Member

Seller: City of Whitewater and/or assigns

By:_____ Date:_____

John Weidl

Title: _____