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## Addendum EM to the Offer to Purchase

Addendum attached to and made part of the Offer to Purchase dated _____ made by the Buyer, _____ with respect to the Property at **4125 S 5th St, Milwaukee** _____, Wisconsin.

**This addendum accompanies the WB-11 Offer to Purchase and is hereby attached and made a part of the Offer To Purchase for 4125 S 5th St, Milwaukee, 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.**

**Improvements which may increase property's assessed value have been performed under seller's ownership. Warranties for foundation work in 2020 & 2026 transferred to new owner at closing. All renovation work completed with City of Milwaukee permits. Listing agent is related to party with interest in selling LLC.**

**All specs unverified. Lines 60-61 of the WB-11 Offer to Purchase to read "other as identified as Merit Title, 13700 W Greenfield Ave, Brookfield, WI 53005." Check shall be made to Merit Title Trust Account.**

**Box at Line 592 to be checked & include: "Addendum S & EM, Refusal RECR, Merit Escrow Agreement."**

| | | | |
|---|---|---|---|
| (Buyer's Signature) | (Date) | (Seller's Signature) AuthentiSIGN' Doug Weston, Managing Member **Red Brick Home Buyers, LLC** | (Date) 10/14/2026 |
| (Buyer's Signature) | (Date) | (Seller's Signature) | (Date) |

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

**Premier Point Realty LLC**

# 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 **4125 S 5th St, Milwaukee** , 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' Doug Weston, Managing Member 10/14/2026
(ALL Sellers' signatures) ▲ Print Names Here ▶ **Doug Weston, Managing Member Red Brick Home Buyers** (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.

(X) AuthentiSIGN' Lisa Weston 10/14/26

(Agent's signature) ▲ Print Agent & Firm Names Here ▶ **Lisa Weston / 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.

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MERIT title
A Certified Women-Owned Business Enterprise
13700 West Greenfield Avenue
Brookfield, WI 53005
Phone: 414-257-0068 Fax: 414-257-0928

# Earnest Money Escrow Agreement

Seller(s): RED BRICK HOME BUYERS, LLC Buyer(s): _____

Property: 4125 S 5th St, Milwaukee, WI Earnest Money ($ Amount): $_____

Send Receipt to : LWeston@PremierPointRealty.com

The undersigned Seller(s) and Buyer(s) irrevocably authorize the escrow agent, Merit Title, LLC, to hold Earnest Money for the above referenced real estate transaction. Merit Title, LLC shall hold the earnest money in a non-interest bearing account and shall release the earnest money at the first of the following events:

1) At the closing of the transaction as described in the Offer to Purchase.

2) Upon Merit's receipt of joint written instructions from Buyer and Seller directing Merit Title, LLC to disburse the earnest money.

3) If there is a dispute between Seller(s) and Buyer(s) regarding the earnest money then Merit Title's sole discretion delivery of the earnest money to a court of competent jurisdiction; or

4) Entry and receipt by Merit Title, LLC of an order of a court of competent jurisdiction ordering Merit Title, LLC to deliver the earnest money to a named party.

Liability of Escrow Agent: Escrow Agent shall not be liable for: (i) any act or omission done in good faith under this Agreement, nor (ii) any loss arising out of loss or impairment of the Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension. Buyer(s) and Seller(s) agree to jointly and severally hold Merit Title, LLC harmless for all reasonable actions taken by Merit Title, LLC in accordance with this Agreement.

This Agreement may be executed in counterparts. When each party has executed a copy of this Agreement, the executed copies taken together shall have the same force and effect as if executed in one document. Facsimile signatures on this Agreement shall be deemed original signature.

**Earnest money can be certified mailed or delivered to the above address with a copy of this executed agreement. Please be sure to reference the purchasing property address so it can be assigned to the correct file.**

**SELLER:**

AuthentiSIGN
Doug Weston, Managing Member 10/14/26
RED BRICK HOME BUYERS, LLC Date
Doug Weston, Managing Member

_____
Date

**BUYER:**

_____
Date

_____
Date

Authentisign ID: AECDBBDA-27C8-F111-BF5B-000D3A4FF82A

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

**Premier Point Realty LLC**

# SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT

Seller's/Owner's Name(s): **Red Brick Home Buyers, LLC**
Entity Name (if any): **Red Brick Home Buyers, LLC**
Name & Title of Authorized Representative for Seller Entity: **Doug Weston, Managing Member**
Property Address: **4125 S 5th St, Milwaukee, WI 53207**

Listing Agent and Listing Firm: **Lisa Weston** **Premier Point Realty**

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:**

☒ **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 **Lisa Weston** on 10/14/26.
Agent for Firm Print Name ▲ Date ▲

Seller's/Owner's Signature: Authentisign Doug Weston, Managing Member **Red Brick Home Buyers, LLC** Date: 10/14/2026
Seller's/Owner's Signature: _____ Date: _____
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.