SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT

Seller's/Owner's Name(s): _____
Entity Name (if any): Estate of Kathryn J Chott, Wencel Chott
Name & Title of Authorized Representative for Seller Entity: Don Everest, Jr
Property Address: 1066 N MEADOW DR, Silver Lake, WI 53170

Listing Agent and Listing Firm: Felicia Pavlica RE/MAX Elite

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.

[X] **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.
- [X] 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 Felicia Pavlica on 10/8/2026.
Agent for Firm Print Name ▲ Date ▲

Signed by: Don Everest, Jr
BF2A324C5686482...

Seller's/Owner's Signature: _____ Date: 10/8/2026
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.

ADDENDUM TO LISTING CONTRACT

Seller and Broker/Agent agree that this Addendum to that certain listing contract by and between the undersigned Broker/Agent and the Estate of Kathryn Chott (Seller) for the exclusive listing of property at 1066 N Meadow Dr, Silver Lake WI 53170, shall be subject to the following terms. All terms and conditions of said listing contract remain the same as stated therein except as modified herein. In the event of conflict between this certain Addendum and said listing contract, this Addendum shall control. Seller and Broker/Agent hereby agree as follows:

A. **It is agreed that any Offer to Purchase shall contain substantially the following terms and provisions**:

1. That Buyer understands that the owner is deceased, that this Property is being sold by his estate, and the personal representative of said estate has not occupied the property. Therefore pursuant to Wisconsin law no Real Estate Condition Report will be provided to Buyer from Seller.

2. That the conveyance shall be by Personal Representative's Deed as the seller is an estate. Buyer acknowledges and understands that the Personal Representative is not the Seller and that he is selling this property in her capacity as the Personal Representative for said Estate.

3. That Buyer and Seller agree that this is an "AS IS" purchase and that Buyer does not rely upon and agrees that Seller has made no representations or warranties with respect to the property or the condition of the property or premises. Closing and payment of the purchase price by Buyer shall constitute acceptance of the condition of the premises in an "AS IS" condition with no recourse to Seller or Seller's agents regarding property condition or any alleged or actual defects. Buyer shall rely upon his/her right to inspect the property if provided for in the Offer. Any representations and warranties made by Seller or contained in the Offer are hereby stricken and shall have no binding force or effect. Buyer and Seller agree that any personal property (if any) being transferred to Buyer is being transferred in an "AS IS, WHERE IS" condition, except that any personal property transferred to Buyer shall be free from any liens and encumbrances.

Dated: October 15, 2026.

BROKER/AGENT:

DocuSigned by:
Felicia Pavlica
FD4EFBEDD57B4CD...
By: Felicia Pavlica

Dated: October 15, 2026.

ESTATE OF Kathryn Chott:

Signed by:
Don Everest, Jr
DF3A324C6688482...
Don Everest Jr, as Personal Rep.

Drafted by:
WOKWICZ LAW OFFICES, LLC
Paul B. Wokwicz, Attorney for Seller
6121 Green Bay Road, Suite 240
Kenosha, WI 53142
(262) 658-2181