

SALE & PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT

Received from _____ (Purchaser's Full Name)

_____ (S.S.#) of _____

(Address) the sum of _____

(\$ _____), with the deposit being 10% of the sale price (the "Deposit") and other valuable consideration, on account of the purchase of the following premises owned by Jean M. Boyajian and being sold through her Attorney-In-Fact, Victoria Lloyd, Esq. ("Seller"), whose address is 160 Palmer Court, Ste. A3, White River Junction, VT 05001. The property that is the subject of this Agreement is located at 127 Holland Lane, Unit 2, in the Town of Williston, County of Chittenden, State of Vermont, as more particularly described in SCHEDULE A, attached (the "Property").

It is hereby agreed that Purchaser shall purchase, and Sellers shall transfer the property in accordance with the following terms and conditions:

1. Purchase Price:

High Bid: \$ _____

+ 10% Buyers Premium \$ _____

= Purchase Price: \$ _____

10% Deposit: \$ _____

2. The Deposit will be held by Hirchak Brothers LLC in its auction account, which is non-interest-bearing.
3. Transfer of title to the Property shall be by a Vermont Warranty Deed.
4. The closing shall be conducted on or by September 25, 2026, that date being thirty-one days (31) days from date of auction (the "Closing Date"), at such place as mutually agreeable by the parties, unless otherwise extended by mutual agreement of the parties. At closing, the Deposit shall be credited toward the purchase price, and Purchaser shall pay the balance of the purchase price to Seller in the form of cash, certified check, or attorney's trust account check.
5. In the event the Purchaser shall fail to pay the balance of said purchase price on the Closing Date, Seller may either retain all of the deposit money, as agreed and as liquidated damages, or may pursue its rights to all legal and equitable remedies provided by law.
6. THERE ARE NO FINANCING OR PROPERTY INSPECTION CONTINGENCIES TO THE PURCHASE OF THE PROPERTY.

7. The Property is sold conveying marketable title but subject to all laws, ordinances and governmental regulations (including building and zoning ordinances) affecting the real property, and easements, rights of way, and restrictions of record, and permits, if any, including but not limited to any matters set forth on Schedule A. No representations are made as to boundaries or acreage or permits. Purchaser is solely responsible for determining whether the Property is suitable for Purchaser's intended uses.
8. Purchaser shall, at Purchaser's sole expense, immediately cause the title to the Property described herein to be examined. In the event that the Purchaser discovers title defects or encumbrances which are not excepted in this Agreement and which render title to the Property unmarketable as defined by Vermont Title Standards, the Purchaser shall notify the Sellers within (10) ten business days of said auction, in writing, of such title defects or encumbrances. Promptly following receipt of such notice, Sellers shall endeavor to remove the specified title defects or encumbrances. If at the expiration of thirty (30) days following the receipt of such notice or on the date originally set forth for closing, whichever is later, Sellers are unable to convey marketable title (as defined below) free and clear of all title defects or encumbrances which are not excepted in this Agreement, Purchaser may:
 - a. Accept such title to the Property as Sellers can convey, subject to the encumbrances specified herein and in the aforesaid notice of encumbrances or defects, without a reduction in the purchase price; or,
 - b. Rescind this Agreement, and, if so, receive back all of the Deposit.

It is understood and agreed that the title herein required to be furnished by the Sellers shall be marketable and the marketability thereof shall be determined in accordance with the Vermont Marketable Title Act (27 V.S.A. §601, et seq.) and Standards of Title of the Vermont Bar Association now in force to the extent applicable standards exist. It is also agreed that any and all defects in or encumbrances against the title which come within the scope of said Title Standards which are not excepted in this Contract shall not constitute a valid objection on the part of the Purchaser, if such Standards do not so provide; provided, the Sellers furnishes any affidavits or other instruments which may be required by the applicable Standards.

9. Purchaser shall pay any property transfer tax due.
10. All real estate taxes will be prorated at the time of the Closing. All utilities and municipal charges which are the obligation of the Seller will be prorated at the time of the Closing.
11. Purchaser states that, in entering into this Agreement, Purchaser is not relying on any representations made by Sellers or Seller's Agent, but, rather, is relying solely on Purchaser's own judgment, reached after an investigation made by Purchaser into the condition of the Property, and Purchaser's own personal inspection thereof. Purchaser has had an opportunity to inspect the real property which is the subject of this Agreement, is familiar with the condition of such Property and its occupancy status, and agrees to accept the same in its condition as of the date of closing, "AS IS" without warranty, expressed or implied.
12. Seller does not make, and have not made, any warranties or representations concerning the environmental condition of the Property to be conveyed herein. This Agreement and any subsequent conveyance are subject to this disclaimer. The subject property is sold in "AS IS"

condition and Purchaser agrees to accept same in its present condition, without representation or warranty of fitness for any particular use.

These provisions may be included in the Warranty Deed and shall survive the closing.

13. Seller shall bear the risk of loss or damage to the Property by fire or other casualty until the time of closing. In the event the property shall be damaged or destroyed by fire or other casualty and are not restored to their present condition by the date set for closing, Purchaser may either cancel this agreement upon written notice to Purchaser and the Escrow Agent shall return the deposit to Purchaser and neither party shall have any further rights or liabilities under this agreement or Purchaser may take title to the Property, and receive the benefit of all insurance monies recovered on account of such damage.
14. The personal property transferred in the sale includes the refrigerator and stove/oven. Purchaser acknowledges that any personal property will be transferred in "AS IS" condition.
15. Seller and Purchaser agree that Hirschak Brothers LLC as Auctioneers/Brokers of Seller brought about this sale and that Hirschak Brothers LLC acted solely as an AGENT of Seller in this transaction.
16. Possession and occupancy of the Property, shall be given to the Purchaser at the time of closing.
17. Purchaser acknowledges that this is a Condominium governed by the Finney Crossing Condominium Association and as such, Purchaser is responsible for all application processes required by the Association.
18. The parties agree that, with respect to the performance of their respective obligations hereunder, **time is of the essence.**
19. If it becomes necessary for Seller to enforce any of its rights under this Agreement, Seller shall be entitled to recover from Purchaser Seller's reasonable attorneys' fees, court costs and other expenses incurred by it in connection with the enforcement of those rights or in defending an action brought by the Purchaser.
20. This Agreement shall benefit and bind both the Sellers and Purchaser and their respective heirs, executors, administrators, successors and assigns and shall be governed by Vermont law.

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Purchaser has read this Agreement and understands the terms and is bound by its contents. Purchaser by executing this Agreement acknowledges that this Agreement is subject to the disclaimers as stated herein.

IN WITNESS WHEREOF, the Purchaser(s) have executed this agreement at Williston, Vermont, this 25th day of August, 2026.

IN THE PRESENCE OF:

Witness

Purchaser

Witness

Purchaser

IN WITNESS WHEREOF, the Seller has executed this agreement at Williston, Vermont, this 25th day of August, 2026.

IN THE PRESENCE OF:

Witness

Victoria Lloyd, Esq.
Attorney-in-Fact for Jean M. Boyajian

SCHEDULE A

Being Condominium Unit No. C6-2 (the "Unit") of the Finney Crossing Residential Condominium (the "Condominium") as described and depicted in the Declaration of Condominium for the Finney Crossing Residential Condominium, and all Exhibits thereto, dated June 6, 2016 and recorded in Volume 534 at Pages 113-173 of the Town of Williston Land Records, as amended by First Amendment to Declaration of Condominium dated March 27, 2017 and recorded in Volume 542 at Pages 824-835 of the Town of Williston Land Records, and by Second Amendment to Declaration of Condominium dated November 20, 2017 and recorded in Volume 549 at Pages 349-357 of the Town of Williston Land Records (the "Declaration"), together with the Unit's Allocated Interest in the Common Elements of the Condominium as depicted and described in Exhibit "D" of said Declaration (the Unit and its Allocated Interest are collectively referred to herein as the "Property"). The post office address of the Unit is 127 Holland Lane, Unit C6-2, Williston, Vermont 05495.

The location of the Unit and the land comprising the Common Elements of the Condominium are depicted on a plat entitled: "Finney Crossing, Subdivision Plat (South, Central, North and Footprint Lots), 5987 Williston Road, Williston, Vermont," Sheets 1 of 4 through 4 of 4, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated November 30, 2005 (Sheets 1-3) and June 27, 2008 (Sheet 4), last revised June 27, 2007 (Sheet 1) and July 6, 2007 (Sheets 2 and 3), and recorded as Map Slides 763B, 764A, 764B and 765A, respectively, of the Town of Williston Land Records, as amended by revisions to Sheets 2 and 3, last revised December 16, 2011, and to Sheet 4, last revised February 29, 2012, and recorded in Map Slides 021C, 020D and 020C of the Town of Williston Land Records, and by revision to Sheet 2, last revised October 18, 2012, and recorded in Map Slide 051D of the Town of Williston Land Records, by revision to Sheets 1-4 dated March 28, 2014 and recorded in Map Slides 099D, 100C, 100D and 101 C of the Town of Williston Land Records, and as further revised by revision to Sheet 4, last revised September 21, 2015, and recorded in Map Slide 130D of the Town of Williston Land Records (the "Plat"), and on a plan entitled: "Condominium Plan, Finney Crossing Residential Condominium, Kettlepond Lane, Williston, Vermont," prepared by Lamoureux & Dickinson Consulting Engineers, Inc. dated November 3, 2015 and recorded in Map Slide 139D of the Town of Williston Land Records, as amended by revision dated November 11, 2016 and recorded in Map Slide 183D of the Town of Williston Land Records, and by revision dated October 26, 2017 and recorded in Map Slide 21 OD of the Town of Williston Land Records (the "Condominium Plan").

The specific location of the Unit within the Building, its vertical boundaries and the floor plans of the Unit are described and depicted in Exhibit "C" of the Declaration, which floor plans are recorded in Map Slides 211C-211D of the Town of Williston Land Records (the "Floor Plans"). Also included herein is the Unit's interest in the Common Elements and Limited Common Elements of the Condominium, as depicted on the Condominium Plan and Floor Plans including, without limitation, the Unit's interest in the Unit 2 Garage depicted on the Floor Plans, subject to the terms set forth in the Declaration for the use of such areas.

Conveyed with the Property, appurtenant to and indivisible therefrom, is one (1) of the memberships in the Finney Crossing Residential Condominium Owners' Association, Inc., a non-profit corporation formed to operate and maintain, supervise and otherwise care for and manage the Common Elements of the Condominium (the "Condominium Association"). The Bylaws of the Association are attached as Exhibit "E" to the Declaration.

The Property is further conveyed subject to and with the benefit of the terms and conditions of the Declaration of Planned Community for Finney Crossing, and all Exhibits thereto, dated March 13, 2012 and recorded in Volume 480 at Pages 522-584 of the Town of Williston Land Records, as amended by First Amendment to Declaration dated May 10, 2012 and recorded in Volume 483 at Page 231 of the Town of Williston Land Records, by Second Amendment to Declaration dated February 4, 2013 and recorded in Volume 495 at Page 444 of the Town of Williston Land Records, by Third Amendment to Declaration dated July 10, 2013 and recorded in Volume 502 at Page 530 of the Town of Williston Land Records, by Fourth Amendment to Declaration dated January 10, 2014 and recorded in Volume 508 at Page 492 of the Town of Williston Land Records, by Fifth Amendment to Declaration dated February 18, 2014 and recorded in Volume 509 at Page 161 of the Town of Williston Land Records, by Sixth Amendment to Declaration dated October 24, 2014 and recorded in Volume 516 at Page 1038 of the Town of Williston Land Records, by Seventh Amendment to Declaration dated December 4, 2014 and recorded in Volume 518 at Page 141 of the Town of Williston Land Records, and by Eighth Amendment to Declaration dated June 6, 2016 and recorded in Volume 534 at Page 174 of the Town of Williston Land Records, and as further amended from time to time (the "Planned Community Declaration"), together with one (1) appurtenant and indivisible membership in the Finney Crossing Residential Master Association, Inc. (the "Master Association"), a non-profit corporation formed to operate and maintain, supervise and otherwise care for and manage the common areas and facilities located within Finney Crossing, a planned community, of which the Condominium is a part.

Grantees, by accepting and recording this Warranty Deed, acknowledge that prior to entering into a contract for the purchase of the Property, Grantees were provided with a copy of the Public Offering Statement for Finney Crossing, as amended, and all Exhibits thereto, including but not limited to the Declaration, the Planned Community Declaration and the Exhibits referred to therein, and do covenant for themselves and their heirs, successors and assigns to be bound by the provisions of the Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time as provided therein, including but not by way of limitation, the obligation to properly pay the assessments set forth in the Declaration. In particular, Grantees, by accepting and recording this Warranty Deed, acknowledge and consent to the alteration of the Property's Allocated Interest in the Common Elements of the Condominium as stated Section 3.3 of the Declaration, as the same may be amended from time to time pursuant to and consistent with the Vermont Common Interest Ownership Act, 27A V.S.A. § 1-101 et seq.

The Property is conveyed with the benefit of rights-of-way and easements, in common with Grantor and others, for ingress, egress and utilities through the Common Elements of the Condominium, all as more particularly described in the Declaration and with the benefit of easements and rights of way over all the streets shown on the Plat and easements for the utilities located therein until such streets and utilities are accepted by the municipality as public streets and utilities, and are conveyed with easements for water, wastewater and stormwater lines and improvements outside street boundaries which serve the Property as shown on the Plat. Reference is made to the Irrevocable Offer of Dedication from The Snyder Taft Comers LLC to the Town of Williston dated December 15, 2011 and recorded in Volume 477 at Page 250 of the Town of Williston Land Records (dedicating the public roadways and public infrastructure depicted on the Plat), and the Roadway and Easement Agreement with Village Associates, LLC dated December 16, 2011 and recorded in Volume 477 at Page 217 of the Town of Williston Land Records, and the Declaration.

Being a portion of the lands and premises conveyed to The Snyder Taft Comers LLC by Warranty Deed from Jean G. Pecor and RCP Realty, LLC dated December 15, 2011 and recorded in Volume 477 at Pages 225-230 of the Town of Williston Land Records.

The Property is conveyed subject to and with the benefit of: (a) all easements and rights-of-way depicted on the Plat and as of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. §§ 601-611, both inclusive; (b) the terms and conditions of the following permits: (i) Town of Williston Development Review Board Approval No. DP 09-01 dated September 9, 2008, as amended by Approval No. SUB 04-01/DP 09-01 dated August 23, 2011, and as further amended by Williston Development Review Board approvals of Discretionary Permit #DP 09-01 dated February 14, 2012 and recorded in Volume MS53 at Page 510 of the Town of Williston Land Records and dated May 13, 2014 and recorded in Volume 512 at Page 786 of the Town of Williston Land Records and dated May 2, 2016 and recorded in Volume 532 at Page 255 of the Town of Williston Land Records; (ii) State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-0415-2 dated December 8, 2008 and recorded in Volume 476 at Page 207 of the Town of Williston Land Records; (iii) State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-0415-3 dated October 4, 2011 and recorded in Volume 476 at Page 210 of the Town of Williston Land Records, and as further amended by Permit Amendment No. WW-4-0415-4 dated January 11, 2012 and recorded in Volume 479 at Page 104 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-6 dated December 13, 2012 and recorded in Volume 493 at Page 421, and re-recorded in Volume 494 at Page 136 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-8 dated January 14, 2014 and recorded in Volume 509 at Page 69 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-9 dated March 24, 2014 and recorded in Volume 510 at Page 808 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-10 dated July 11, 2014 and recorded in Volume 515 at Page 116 of the Town of Williston Land Records, as revised by WW-4-0415-IOR dated October 8, 2014 and recorded in Volume 538 at Page 46 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-11 dated September 26, 2014 and recorded in Volume 516 at Page 427 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-12 dated December 22, 2014 and recorded in Volume 519 at Page 128 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-13 dated October 9, 2015 and recorded in Volume 527 at Page 923 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-14 dated May 6, 2016 and recorded in Volume 533 at Page 606 and Page 731 of the Town of Williston Land Records, and by Permit Amendment No. WW-4-0415-15 dated August 22, 2016 and recorded in Volume 537 at Page 116 and Page 282 of the Town of Williston Land Records; (iv) State of Vermont Land Use Permit No. 4C0887-1R issued December 16, 2009 and recorded in Volume 451 at Page 27 of the Town of Williston Land Records, as amended by State of Vermont Land Use Permit No. 4C0887-1R-A dated October 19, 2011 and recorded in Volume 474 at Page 696 of the Town of Williston Land Records, by Land Use Permit Amendment No. 4C0887-1R-B dated March 30, 2012 and recorded in Volume 481 at Page 127 of the Town of Williston Land Records and re-recorded in Volume 481 at Page 212 of the Town of Williston Land Records, and as further amended by State of Vermont Land Use Permit Amendment No. 4C0887-1R-C dated October 16, 2012 and recorded in Volume 490 at Page 745 of the Town of Williston Land Records, by State of Vermont Land Use Permit Amendment No. 4C0887-1R-D dated December 24, 2012 and recorded in Volume 493 at Page 614 of the Town of The Property is conveyed subject to and with the benefit of: (a) all easements and rights-of-way depicted on the Plat and as of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. §§ 601-611, both inclusive; (b) the terms and conditions of the following permits: (i) Town of Williston Development Review Board Approval No. DP 09-01 dated September 9, 2008, as amended by Approval No. SUB 04-01/DP 09-01 dated August 23, 2011, and as further amended by Williston Development Review Board approvals of Discretionary Permit #DP 09-01 dated February 14, 2012 and recorded in Volume MS53 at Page 510 of the Town of Williston Land Records and dated May 13, 2014 and recorded in Volume 512 at Page 786 of the Town of Williston Land Records and dated May 2, 2016 and recorded in Volume 532 at Page 255 of the Town of Williston Land Records; (ii) State of

Vermont Wastewater System and Potable Water Supply Permit No. WW-4-0415-2 dated December 8, 2008 and recorded in Volume 476 at Page 207 of the Town of Williston Land Records; (iii) State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-0415-3 dated October 4, 2011 and recorded in Volume 476 at Page 210 of the Town of Williston Land Records, and as further amended by Permit Amendment No. WW-4-0415-4 dated January 11, 2012 and recorded in Volume 479 at Page 104 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-6 dated December 13, 2012 and recorded in Volume 493 at Page 421, and re-recorded in Volume 494 at Page 136 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-8 dated January 14, 2014 and recorded in Volume 509 at Page 69 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-9 dated March 24, 2014 and recorded in Volume 510 at Page 808 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-10 dated July 11, 2014 and recorded in Volume 515 at Page 116 of the Town of Williston Land Records, as revised by WW-4-0415-10R dated October 8, 2014 and recorded in Volume 538 at Page 46 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-11 dated September 26, 2014 and recorded in Volume 516 at Page 427 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-12 dated December 22, 2014 and recorded in Volume 519 at Page 128 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-13 dated October 9, 2015 and recorded in Volume 527 at Page 923 of the Town of Williston Land Records, by Permit Amendment No. WW-4-0415-14 dated May 6, 2016 and recorded in Volume 533 at Page 606 and Page 731 of the Town of Williston Land Records, and by Permit Amendment No. WW-4-0415-15 dated August 22, 2016 and recorded in Volume 537 at Page 116 and Page 282 of the Town of Williston Land Records; (iv) State of Vermont Land Use Permit No. 4C0887-1R issued December 16, 2009 and recorded in Volume 451 at Page 27 of the Town of Williston Land Records, as amended by State of Vermont Land Use Permit No. 4C0887-1R-A dated October 19, 2011 and recorded in Volume 474 at Page 696 of the Town of Williston Land Records, by Land Use Permit Amendment No. 4C0887-1R-B dated March 30, 2012 and recorded in Volume 481 at Page 127 of the Town of Williston Land Records and re-recorded in Volume 481 at Page 212 of the Town of Williston Land Records, and as further amended by State of Vermont Land Use Permit Amendment No. 4C0887-1R-C dated October 16, 2012 and recorded in Volume 490 at Page 745 of the Town of Williston Land Records, by State of Vermont Land Use Permit Amendment No. 4C0887-1R-D dated December 24, 2012 and recorded in Volume 493 at Page 614 of the Town of Williston Land Records (k) sewer line easement granted by Jean Pecor and Stephen Gianarelli to the Town of Williston by Deed dated January 27, 1982 and recorded in Volume 68 at Page 40 of the Town of Williston Land Records; (1) "Sensitive Archaeological Site VT-CH-217" and Buffer Zone, Watershed Protection Zone and Flood Plain areas as depicted on the Plat and Project Plans; (m) Deed of Easement for Pipelines from The Snyder Taft Corners LLC to Vermont Gas Systems, Inc. dated February 28, 2012 and recorded in Volume 482 at Page 265 of the Town of Williston Land Records; (n) Easement from The Snyder Taft Corners LLC to Green Mountain Power Corporation dated August 6, 2013 and recorded in Volume 505 at Page 73 of the Town of Williston Land Records; and (o) Easement from The Snyder Taft Corners LLC to Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/ New York/North Carolina/Virginia/Vermont LLC to be recorded in the Town of Williston Land Records.

The Property is also subject to: (a) taxes assessed on the Grand list not delinquent on the date of this Deed, which Grantees herein assume and agree to pay as part of the consideration for this Deed subject to such taxes being prorated between Grantor and Grantees on the date this Deed is delivered; and (b) the provisions of municipal ordinances, public laws and special acts.

Notice is given of the existence of preserved agricultural lands located in the vicinity of the lot conveyed herein and that the open space parcels depicted on the Plat shall be available irrevocably and in perpetuity for agricultural purposes. The current or future agricultural operations on these lands may

include, without limitation, plowing, planting, fertilizing, spraying and the use of agricultural chemical, pesticides and herbicides in the course of cultivating, harvesting, storing and transporting agricultural products, and the raising, feeding and management of livestock. Consistent with this notice, all units are conveyed subject to a perpetual easement for any noise, odors, dust and/or byproducts and impacts that may occur in the course of conducting accepted agricultural and best-management practices on the nearby lands, and for any noise, odors, dust, mud or slowing of traffic on the project roadways by agricultural vehicles. All lot or unit owners, by the acceptance of their deed, waive any objection to impacts arising from accepted agricultural and best-management practices which are consistent with the rules established pursuant to 6 V.S.A., Ch. 215 and are further notified that agricultural activities which are consistent with accepted agricultural and best-management practices do not constitute a nuisance or a trespass.

The Condominium building was constructed by Grantor and, therefore, in accordance with Section 14.10 of the Planned Community Declaration, no approval of its design and location is required. Grantor specifically warrants that any assessments due the Condominium Association and Master Association are paid in full to the date of this Deed.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.