

AUCTION SALE & PURCHASE AGREEMENT
THIS IS A LEGALLY BINDING CONTRACT

Received from _____ (Purchaser's Full Name) of
(Address) _____,
SS# _____, and _____ (Purchaser's
Full Name) of (Address) _____
SS# _____ ("Purchaser") the sum of Ten Thousand Dollars (\$10,000.00) (the
"Initial Deposit") and other good and valuable consideration, for purchase of the following
described land, by order of the United States Bankruptcy Court, District of Vermont, Case No. 26-
10109-hze, formerly owned by ByBerry, LLC, now owned by the Chapter 7 Bankruptcy Estate of
ByBerry, LLC, Raymond Obuchowski, Trustee ("Transferor"), the property being known as 4 acres
more or less, with a former Restaurant Building (Michael's on the Hill) located at 4182
Waterbury-Stowe Road in the Town of Waterbury, County of Washington, and State of Vermont,
as further described on Schedule A attached hereto (the "Property").

It is hereby agreed that Purchaser shall purchase and Transferor shall transfer the Property in
accordance with 12 VSA Section 4954 and the following terms and conditions:

1. Total Purchase Price is:
_____ (\$ _____) U.S. Funds, with the balance
after crediting the Deposit referenced above to be paid in immediately available funds (cash, wire
transfer, local bank cashier's check or other certified funds) to Transferor at the closing. If the
Deposit is not payable to either "Hirchak Brothers LLC" or cash, or is not negotiable without
having Purchaser and Hirchak Brothers LLC present at the bank at the same time, or is not
negotiable for any reason, then Purchaser shall supply a replacement Deposit within ten days of
being notified of the issue.
2. Transferor's obligation to transfer the Property to the Purchaser is contingent upon a
confirmation order of the US Bankruptcy Court for the District of Vermont, in the matter of
ByBerry, LLC, Case No. 26-10109-hze.
3. The closing shall be conducted within 15 days after approval by the Bankruptcy Court or forty-
five days (45) days from date of auction (the "Closing Date"), whichever is longer; at such place
as mutually agreeable by the parties.
4. In the event the Purchaser shall fail to pay the balance of said purchase price on the Closing Date,
Transferor may either retain all of the Deposit, as agreed upon liquidated damages, or may
pursue its rights to all legal and equitable remedies provided by law. Because of the nature and
subject matter of this Agreement, damages arising from Purchaser's default may be difficult to

calculate with precision and the amount of the Deposit reflects a reasonable estimate of Transferor's damages for Purchaser's default. If the Transferor is unable to (i) obtain court approval for the sale, (ii) deliver marketable title, or (iii) close for any other reason, Purchaser may, as its sole remedy, demand return of the Deposit.

5. The Property is sold subject to all existing building lines (if established), all laws, ordinances and governmental regulations (incl. permits, building and zoning ordinances) affecting the Property, and easements and restrictions of record, if any.
6. Purchaser shall pay any costs incident to searching the title to the Property, should Purchaser desire to search the title, and shall pay any property transfer tax due. Transferor shall not be responsible for remedying any defects in title.
7. Real estate taxes, utilities and municipal charges will be prorated as of the Closing Date of closing.
8. During the period between the date of this contract and transfer of title, risk of loss shall be on Purchaser. Transferor shall not bear the risk of loss or damage to the Property by fire or other insured casualty for the benefit of the Purchaser. If the Purchaser wishes to have the Property insured for Purchaser's benefit, Purchaser must take the necessary actions at Purchaser's own expense. Purchaser assumes all risk of loss or liability between the dates of the auction to the Closing Date and recording of the Confirmation Order in the Town of Waterbury Land Records.
9. Purchaser agrees that, in entering into this agreement, Purchaser is not relying on any representations made by Transferor or Transferor'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 inspected the Property which is the subject of this agreement, is familiar with the condition of such Property, and accepts the same in its condition, "AS IS" without warranty, expressed or implied, except that Transferor has the right to convey title. It being fully understood that Transferor has made no warranties, express or implied, or representations pertaining to the Property, the condition thereof, or any other matter pertaining thereto, including but not limited to matters relating to boundaries, acreage, or compliance with Vermont zoning, subdivision and environmental laws, and environmental conditions or hazards on the Property. Expressly excluded from application are all warranties of merchantability, fitness for any particular purpose or any other warranties express or implied at law. It is further understood that Transferor makes no warranties or representations with respect to boundaries, acreage, or compliance with Vermont zoning, subdivision and environmental laws, and environmental conditions or hazards on the Property, the availability of permits, licenses, zoning, variances, certificates of occupancy, or any other matters pertaining to the use of the Property. Transferor makes no warranties as to permits or

permitted use of this Property. Purchaser acknowledges that in no event is Transferor responsible for obtaining any permits to comply with state, federal or municipal laws or for making any repairs, upgrades, and/or treatments to the Property.

By execution of this Agreement, Purchaser represents that Purchaser has performed such due diligence that the Purchaser deems sufficient and as a result of such due diligence, Purchaser desires to enter into this Agreement to purchase and is not entering into this agreement as a result of any advertisement or announcement or representations made by the Transferor and/or its selling agents or with the understanding that the purchase is subject to any further due diligence review. This Agreement and any subsequent conveyance are subject to these disclaimers.

10. Possession of the Property shall be given to the Purchaser at the time of closing. Any personal property remaining in the building or on the property at the time of the closing will be the responsibility of the Buyer.
11. Transferor and Purchaser agree that Hirchak Brothers LLC, as Auctioneers/Brokers of Transferor brought about this sale and that Hirchak Brothers LLC acted solely as AGENTS of the Transferor in this transaction.
12. This Agreement shall benefit and bind both the Transferor and Purchaser and their respective heirs, executors, administrators, successors and assigns, and shall be governed by Vermont law. Transferor and Purchaser agree that the United States Bankruptcy Court for the District of Vermont shall be the sole forum for resolving any disputes that may arise under this Agreement.
13. This Agreement contains the entire agreement of the parties, and it may not be amended subsequent to the execution hereof, except by a writing executed by each of the parties to this Agreement. Each party warrants and represents that it has the capacity, authority and ability to legally consummate the transaction set forth herein.

(balance of page intentionally left blank)

Purchaser has read this Agreement and understands the terms and is bound by its contents. THIS IS A LEGALLY BINDING CONTRACT.

IN WITNESS WHEREOF, the Purchaser(s) has executed this agreement at Waterbury, Vermont, this 20th day of August, 2026.

IN THE PRESENCE OF:

Witness

Purchaser

Purchaser

IN WITNESS WHEREOF, the Transferor has executed this agreement at Waterbury, Vermont, this 20th day of August, 2026.

IN THE PRESENCE OF:

Witness

Raymond Obuchowski, Esq.,
Chapter 7 Trustee, (Transferor)

Schedule A

Being all of the same land and premises conveyed to Michael Kloeti and Laura Kloeti by Warranty Deed by Warranty Deed of Villa Tragara, Inc. dated May 28, 2002 and recorded in Book 188 at Page 496 of the Waterbury Land Records, and is more particularly described therein as follows:

“It being all and the same land and premises conveyed to Villa Tragara, Inc., by Katherine L. Ross by warranty deed dated September 21, 1978 and recorded at Book 84 Page 2221 of the Waterbury Land Records.

“The land and premises conveyed hereby include the benefit of and are subject to public highway and public utility rights, conditions contained in Land Use Permit No. 5W0473 as amended, and to such rights, conditions, rights of way and easements as are of record; provided, however, that this paragraph shall not renew, reinstate or extend the validity of any such interest or incumbrance otherwise barred by Vermont law.”

Any portion of the within conveyed lands and premises located within the public highway right-of-way is conveyed by quitclaim only and subject to public highway rights-of-way and easements.