

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 25% of the bid (the "Deposit") and other valuable

consideration, on account of the purchase of the following land being sold Bonnie Byrne LeMay ("Seller").

The property that is the subject of this Agreement is .92+/- acre lot known as Howes Loop (Tax ID# 762-242-12128), Wilmington, County of Windham, 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: \$ _____

+ 15% Buyers Premium \$ _____

= Purchase Price: \$ _____

Deposit: \$ _____

2. The Deposit will be held by Hirschak Brothers LLC in its auction account, which is non-interest-bearing.
3. Transfer of title to the Property shall be by a Warranty Deed.
4. The closing shall be conducted on or by October 30, 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 has 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. No personal property is included in the sale.
14. 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.
15. Possession and occupancy of the Property, shall be given to the Purchaser at the time of closing.
16. The parties agree that, with respect to the performance of their respective obligations hereunder, **time is of the essence.**
17. 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.
18. 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.

(The balance of this page is intentionally left blank.)

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 Wilmington, Vermont, this 29th day of September, 2026.

IN THE PRESENCE OF:

Witness

Purchaser

Witness

Purchaser

IN WITNESS WHEREOF, the Seller has executed this agreement at Wilmington, Vermont, this 29th day of September, 2026.

IN THE PRESENCE OF:

Witness

Bonne Byrne LeMay
Seller

SCHEDULE A

All and the same lands and premises conveyed to Bonnie Bryne LeMay by Decree of Distribution dated September 27, 2011, by Linda C. Stuhlman and Bonnie Bryne LeMay, co-administrators of the Estate of Virginia Mansfield and recorded at Volume 291, Page 517 of the Town of Wilmington Land Records.

Being all the same lands and premises conveyed to Virginia Harper Mansfield by Warranty Deed of Chimney Hill Corporation dated June 23, 1969 and recorded in Book 48, Page 94 of the Wilmington Land Records, known as Lot A-128.

Being Lot# A128, in the plan of lots entitled Chimney Hill Corporation Section A, by Berman, Roberts and Scofidio, Architects dated February 17, 1969, revised May 5, 1969, filed in the Wilmington Land Records, in the Town Clerk's Office.

This conveyance is made subject to the covenants, restrictions and reservations adopted by Chimney Hill Corporation by declaration dated February 26, 1968, and recorded in the Wilmington Land Records Volume 44, Page 463.

Also conveying hereby a right of way over and upon the private roadway which leads from the public highway through the above described development of lots in common with others. This conveyance also includes the right to use the common water supply developed by Chimney Hill Corporation for the said lot. This conveyance is subject to all rights of way for utility lines as may exist of record.