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 lands and premises titled in the name of James J. Cunavelis and being sold through his Financial Guardian, 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 19 Allen Court, in the Town of St. Johnsbury, County of Caledonia, 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. The sum of ____ ($ _________________), PLUS TEN PERCENT (10%) Buyers Premium of _______________________________________, ($ _____________) to equal the Total Purchase Price of _______________________________, ($ __________________), U.S. Funds, High Bid and Total Purchase Price; with the proceeds being distributed in order of the liens at the closing, if any.

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 Guardian's Deed, which shall warrant title against any persons claiming through the Guardian, but not otherwise.

4. The closing shall be conducted on or by October 16, 2026, that date being thirty days (30) 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. If Seller has not obtained a License to Sell from the Probate Court by the Closing Date, then either party may extend the date for closing by up to 30 days. If the License to Sell has still not been issued by the end of the 30-day extension period, then unless the parties agree on a further extension, either party may terminate this Agreement by written notice to the other, in which case the Deposit will be returned to Purchaser.

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 Guardian’s 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. Purchaser acknowledges that any personal property will be transferred in “AS IS” condition and that Purchaser will be solely responsible for disposing of any unwanted personal property as well as any trash, refuse, or debris located on the Property.

15. Seller and Purchaser agree that Hirchak Brothers LLC as Auctioneers/Brokers of Seller brought about this sale and that Hirchak 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. The parties agree that, with respect to the performance of their respective obligations hereunder, **time is of the essence**.

18. 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.

19. 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.

(balance of page 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 St. Johnsbury, Vermont, this 16th day of September, 2026.

IN THE PRESENCE OF:

______________________________	________________________________
Witness	Purchaser
______________________________	________________________________
Witness	Purchaser

IN WITNESS WHEREOF, the Seller has executed this agreement at St. Johnsbury, Vermont, this 16th day of September, 2026.

IN THE PRESENCE OF:

______________________________	____________________________________
Witness	Victoria Lloyd, Esq. Financial Guardian for James J. Cunavelis

SCHEDULE A

A residence and all other improvements on 0.13 acres, more or less, with an address of 19 Allen Court, St. Johnsbury, Vermont, designated as parcel 237043, SPAN 558-176-10771, and consisting of two contiguous parcels of land described as "Parcel 3" and "Parcel 4" in the Quit Claim Deed of John D. Cunavelis and Anastasia Cunavelis to Peter J. Cunavelis and James J. Cunavelis, dated August 9, 1951, and recorded in Book 85 at Page 451 of the St. Johnsbury Land Records. The interest of Peter J. Cunavelis in said property was conveyed to James J. Cunavelis by a Quit Claim Deed dated May 24, 1978 and recorded in Book 161 at Page 495 of the St. Johnsbury Land Records.

The herein conveyed lands and premises are more particularly described in the above-referenced deed from John D. Cunavelis and Anastasia Cunavelis as follows:

"Parcel 3. All and the same lands and premises conveyed to the said John D. Cunavelis and Anastasia Cunavelis (under the name of Anna A. Cunavelis) by John M. Allen and Frances M. Allen by Warranty Deed dated April 12, 1928, and recorded in Book 69, Page 246 of St. Johnsbury Land Records.

Parcel 4. All and the same lands and premises conveyed to the said John D. Cunavelis and Anastasia Cunavelis (under the name of Anna Cunavelis) by Frances Marion Allen by quit-claim deed dated December 31, 1936, and recorded in Book 78, Page 475 of St. Johnsbury Land Records."

Reference is made to said deeds and their records and all prior deeds and their records for a further and more particular description of the lands herein conveyed.