

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 land being sold by the following three sellers: (1) the Estate of Margery C. Evans through her Administrator, Victoria Lloyd, Esq., (2) the Estate of Charles E. Evans through his Administrator, Victoria Lloyd, Esq., and (3) Chester R. Evans (collectively "Sellers"), whose address is c/o Athena Advocacy, 160 Palmer Court, Ste. A3, White River Junction, VT 05001. The property that is the subject of this Agreement is 176.53+/- acre lot known as Tyler Hill Road, Vernon, 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: \$ _____

+ 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 Limited Warranty Deed.
4. The closing shall be conducted on or by October 19, 2026, that date being thirty-two days (32) 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 Sellers 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, Sellers may either retain all of the deposit money, as agreed and as liquidated damages, or may pursue their 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.

176.53+/- acre lot known as Tyler Hill Road, Vernon

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 furnish 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 Sellers 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 Sellers' 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. Sellers do 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 Administrator Deed and shall survive the closing.

13. No personal property is included in the sale.
14. Sellers 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 Sellers 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 Sellers to enforce any of their rights under this Agreement, Sellers shall be entitled to recover from Purchaser Sellers' 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 Vernon, Vermont, this 17th day of September, 2026.

IN THE PRESENCE OF:

Witness

Purchaser

Witness

Purchaser

IN WITNESS WHEREOF, the Sellers have executed this agreement at Vernon, Vermont, this 17th day of September, 2026.

IN THE PRESENCE OF:

Witness

Victoria Lloyd, Esq.
Administrator for the Estate of Margery C. Evans

Witness

Victoria Lloyd, Esq.
Administrator for the Estate of Charles E. Evans

Witness

Chester R. Evans

SCHEDULE A

Being all and the same lands and premises located in the Town of Vernon that were decreed to Margery C. Evans (now deceased), Charles E. Evans (now deceased), and Chester R. Evans by Decree of Distribution in the Estate of Emery Charles Evans, dated December 27, 2007, and recorded in Book 104 at Page 16 of the Vernon Land Records, and being more particularly described as follows:

Being a portion of the lands and premises, with the exception and reservation noted below, as were conveyed to Hugh E. Evans and Emery C. Evans by Warranty Deed of Charles H. Prescott, dated January 24, 1952 and recorded in Book 25 at Page 362 of the Vernon Land Records, the undivided one-half interest of Hugh E. Evans having been conveyed to Marguerite C. Evans by Decree of Distribution of the Hugh Evans Estate dated February 13, 1986 and recorded in Book 47 at Page 241 and subsequently conveyed to Emery C. Evans by deed of by Marguerite C. Evans dated October 30, 1986, and recorded in Book 48 at Page 486 of the Vernon Land Records.

Excepting and reserving the lands and premises conveyed to EGP, Inc. by Warranty Deed of Emery C. Evans, dated June 5, 1991, and recorded in Book 56 at Page 253 of the Vernon Land Records.

Subject to easements, rights of way, permits, and restrictions of record, including but not limited to spring and pipeline rights as set forth in the above-referenced Warranty Deed from Prescott dated January 24, 1952.

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