

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 EGP, Inc. ("Seller"), through its authorized agent, Victoria Lloyd, Esq., whose address is 160 Palmer Court, Ste. A3, White River Junction, VT 05001. The property that is the subject of this Agreement is a 36.15+/- acre lot known as 0 Tyler Hill Road, Vernon, County of Windham, State of Vermont, as more particularly described in SCHEDULE A, attached (the "Property") (also referred to as the "Gravel Pit").

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 Quitclaim 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 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.

36.15+/- acre lot known as 0 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, acreage, or the status of compliance with any applicable permits and/or land use laws and regulations. Purchaser is solely responsible for determining whether the Property is suitable for Purchaser's intended uses, and following closing, Purchaser will be solely responsible for obtaining any permits and taking any other actions necessary for Purchaser's ownership and use of the Property.
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 warranties of any kind, 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 Quitclaim 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, Administrators, 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 Seller has executed this agreement at Vernon, Vermont, this 17th day of September, 2026.

IN THE PRESENCE OF:

Witness

EGP, Inc., by Victoria Lloyd, Esq., authorized agent

SCHEDULE A

Being all and the same 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, and being more particularly described as follows:

Beginning at an iron pin near a concrete culvert on the south side of Tyler Hill Road and at the northeast corner of Jack W. & Judith L. Arensmeyer;

Thence S 65° 27' 43" [E] along said Tyler Hill Road 101.85 feet, more or less, to an angle point;

Thence S 73° 57' 19" E continuing along said Tyler Hill Road 136.89 feet, more or less, to an angle point;

Thence S 79° 09' 41" E along Tyler Hill Road 93.63 feet more or less to an iron pin at the northeast corner of the premises herein conveyed;

Thence S 05° 30' 18" W along land of Ronald C. Evans a distance of 1387.00 feet, more or less, to an iron pin at the southeast corner of the premises herein conveyed;

Thence S 83° 34' 03" W along other land of Emery C. Evans 1283.52 feet, more or less, to an iron pin at the southwest corner of the premises herein conveyed;

Thence N 01° 48' 36" W along said Emery C. Evans a distance of 678.61 feet, more or less, to an iron pin;

Thence N 49° 10' 01" E along said Emery C. Evans 1291.63 feet, more or less, to an iron pin in an elm stump near the brook;

Thence N 53° 57' 21" E a distance of 168.80 feet along land of said Emery C. Evans and along land of Jack W. & Judith L. Arensmeyer to the iron pin at the point of beginning.

Containing 36.15 acres, more or less.

Being those lands shown on a plan prepared by Southern Vermont Engineering entitled "Land to be conveyed by Emery C. Evans to EGP, INC.," dated April 12, 1991 and bearing project number 235-252, which plan is recorded as Map 58B in the Vernon Land Records.

Being a portion of the same land and premises as was conveyed to Emery C. Evans and Hugh Evans by 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 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 deeded by Marguerite C. Evans to Emery C. Evans by deed dated 30 October 1986 and recorded in Book 48, at page 486 of the Vernon Land Records.

Conveyed subject to such water line rights as are described in the aforementioned deed from Charles H. Prescott.

Subject to permits, easements, rights of way, and restrictions of record, including but not limited to Act 250 Permit No. 2W0899, dated February 7, 1992, and recorded in Book 58 at Page 143 of the Vernon Land Records, Permit No. 2W0899 (Reconsideration), dated May 5, 1992, and recorded in Book 58 at Page 490 of the Vernon Land Records, and any further amendments thereto.

36.15+/- acre lot known as 0 Tyler Hill Road, Vernon

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.