

PURCHASE AND SALE CONTRACT

This is a legally binding contract

Purchaser's Full Name	Mailing Address (including zip code)	Telephone Number

It is hereby agreed that the Purchaser shall purchase the property described herein at the price and on the terms and conditions stated herein, and Opportunities Credit Union n/k/a Green Mountain Credit Union (“Transferor”) shall transfer the Property in accordance with Title 12 V.S.A. Section 4945 *et seq.* upon the following terms and conditions:

1. **Deposit:** The Purchaser has tendered the sum of Ten Thousand Dollars (\$10,000.00) on account of the purchase of the following land and premises foreclosed upon by Transferor and located at 4 Scampini Square, in the City of Barre, in the County of Washington and State of Vermont (hereinafter referred to as the “Property”) and more specifically described in the Schedule A, attached hereto. The Deposit is evidenced by either Certified Funds or a Bank Check.

2. **Contract Deposit:** The deposit is to be collected by Thomas Hirchak Company. **THE DEPOSIT IS NONREFUNDABLE**, except if the Court does not confirm the public sale.

3. **Total Purchase Price:** \$ _____ U.S. Dollars (\$ _____), with the balance after crediting the Ten Thousand (\$10,000.00) deposit, shall be paid to Transferor by wire transfer, electronic transfer, treasurer’s or bank teller’s check, or check drawn on the trust or escrow account of an attorney licensed in the State of Vermont, or any combination of the foregoing. **THERE IS NO FINANCING CONTINGENCY TO THE PURCHASE OF THE PROPERTY.**

4. **Transfer of Title:** Transfer of title to the Property shall occur when the *Order of Confirmation of Sale under Power of Sale* (“*Order of Confirmation*”) is issued by the Vermont Superior Court, Washington Unit, Civil Division in the matter of *Opportunities Credit Union et al. v. Peter Kent Diggins et al.*, and is filed in the City of Barre Land Records, in accordance with Title 12 V.S.A. Section 4954. Transferor’s obligation to transfer the property is contingent upon the issuance of the *Order of Confirmation* described above.

5. **Closing:** Within ten (10) days of the Court’s execution of the *Order of Confirmation*, Purchaser shall pay the balance of the total purchase price to Opportunities Credit Union in accordance with V.R.C.P. 80.1(j)(1) and the *Order of Confirmation*. The Closing shall take place at the office of the attorney for the Transferor, unless otherwise agreed to by the parties.

6. **Possession:** Possession and occupancy of the premises shall be given upon Closing.

7. **Risk of Loss/Insurance:** During the period between the date of this Contract and the transfer of title, risk of loss shall be on Transferor. The Transferor shall continue to carry such fire and extended coverage insurance as is presently maintained on the buildings and improvements located on the Property. In the event the buildings or improvements are destroyed or damaged and are not restored to their present condition by the date set for closing, Purchaser may either accept title to the Property and receive the benefit of all insurance monies recovered on account of such damage or may terminate this Contract and be entitled to the return of all contract deposits as Purchaser's sole remedy.

8. **Property Transfer Tax:** Purchaser shall pay any Vermont property transfer tax due at the Closing.

9. **Real Estate Taxes/Municipal Assessments etc.:** The sale is subject to the lien of all real estate taxes, all municipal assessments/liens, and any applicable fire district assessments for the Property (delinquent and current), association dues, easements, rights of way, covenants, conditions, permits, reservations and restrictions of record, title defects, superior liens, if any, unforeclosed junior liens, if any, and/or environmental hazards, if any. The unforeclosed liens, taxes, assessments and dues shall be paid by Purchaser over and above the Purchase Price at Closing.

10. **Protective Covenants/Easements and Restrictions of Record:** The Property shall be sold subject to protective covenants if any, as stated in previous deeds and subject to all existing building lines and boundaries, if established, easements, conditions and restrictions of record, if any, and subject to all laws, permits, ordinances and regulations (including building and zoning ordinances) affecting the Property. The Property shall be sold subject to any and all encumbrances or title defects and no representations or warranties will be made concerning the status or quality of title the Purchaser will receive. Transferor shall not be responsible for remedying any defects in title.

11. **"As Is/ Where is":** The Property shall be sold, "AS IS/ WHERE IS", with no representations or warranties, express or implied, of any kind, and subject to all unforeclosed junior liens, if any, and all superior liens, if any, including, but not limited to, tax liens and/or homeowner association liens, if any. Purchaser understands that the sale is made with no warranties, express or implied, or representations of any kind pertaining to said Property, the condition thereof, marketability of title, insurability, merchantability or any other matter pertaining thereto, including, but not limited to, matters relating to any boundaries, acreage, buildings, systems, environmental conditions or hazards on or affecting the Property, or compliance with federal, state, municipal laws, rules and regulations, including, but not limited to, land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, on site disposal, or environmental laws, rules or regulations.

Expressly excluded from application to this sale are all warranties of merchantability, fitness for any particular purpose or any other warranties express or implied. It is further understood that no warranties or representations shall be made with respect to any matter relating to the Property, including but not limited to compliance with permits of any kind, availability of permits, amended permits, amnesty, licenses, zoning variances, certificates of occupancy, storm water or wastewater systems or permits, the environmental condition of the premises, any environmental hazard(s) thereon or any other matters pertaining to the marketability, insurability, merchantability and/or use of the subject Property. In no event is the Transferor, or representative thereof, responsible for obtaining any permits, amended permits, or amnesty from permits, to comply with any state, federal or municipal law, regulation or ordinance or for any other reason, or making any repairs, upgrades, and/or treatments to the Property. Purchaser(s) fully understand that the Property is, or may be, in violation of federal, state or local laws, regulations or permits. Transferor makes no representations and/or warranties regarding the existence, status and/or availability of all permits, licenses, approvals, and/or Certificates of Occupancy applicable to the Property and/or compliance of the Property with the same. Any defect in the status of permits, licenses, approval or Certificates of Occupancy or noncompliance with any law, rules and/or regulations shall not be deemed a defect in the marketability of title. Purchaser will be required to pay the balance of the purchase price/bid and take title to this Property in its current state on the date of Closing.

Purchaser takes title to the property in its present condition at Closing, regardless of the possibility of latent or hidden defects or other matters not visible or ascertainable from an inspection. The Purchaser expressly assumes the risk of all defects in the property from the date of the judicial foreclosure sale to the date the *Order of Confirmation* is filed in the City of Barre Land Records. Transferor has made no warranties, express or implied, regarding the condition of the property and expressly disclaims all warranties, express or implied, including any warranty of habitability. Purchaser represents to Transferor that Purchaser is relying solely on any inspections and/or examinations, if any, conducted by Purchaser or their agents.

Transferor has no responsibility to Purchaser for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde and/or other liability causing substances on, under or emitting from the Property.

THESE PROVISIONS SHALL SURVIVE THE CLOSING.

12. **Time is of the Essence:** The Purchaser and Transferor agree that, with respect to the performance of their respective obligations hereunder, time is of the essence.

13. **Effect:** This Contract is for the benefit of and is binding upon Transferor and Purchaser, and their respective heirs, successors, administrators, executors and assigns. This Contract, together with any written, signed addenda thereto, contains the entire agreement by and between Transferor and Purchaser and supersedes all prior agreements, written or oral. This Contract shall be governed by the laws of the State of Vermont.

14. **Default:** Should Purchaser default in any obligation under this Agreement or fail to close within the time herein described and pursuant to the *Order of Confirmation*, Purchaser agrees to indemnify and

hold Transferor harmless from any resulting or consequential loss, claim or damage of any kind whatsoever.

15. **Attorney's Fees and Court Costs:** In the event legal action is instituted arising out of a breach of this Agreement by Purchaser, Transferor shall be entitled to receive from Purchaser its reasonable attorney's fees and court costs and including, reasonable costs and expenses incurred by the Transferor in having to hold another public sale of the Property, in excess of the deposit retained by Transferor.

16. **Due Diligence:** By execution of this Agreement, Purchaser represents that he/she 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.

17. **Transferor and Purchaser** agree that Thomas Hirchak Company, acted solely as agent of the Vermont Superior Court, Washington Unit, Civil Division pursuant to the *Judgment Order, Decree of Foreclosure and Order for Public Sale* dated January 14, 2026, and filed in the matter of *Opportunities Credit Union et al. v. Penter Kent Diggins et al.*

18. **Personal Property:** No personal property is being conveyed with this transfer.

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 Transferor has executed this Agreement at _____, Vermont, this ____ day of _____, 2026.

IN THE PRESENCE OF:

**Opportunities Credit Union n/k/a Green Mountain Credit Union
(Transferor)**

Witness

Duly Authorized Agent

IN WITNESS WHEREOF, the Purchaser(s) has/have executed this Agreement
at _____, Vermont, this _____ day of _____, 2026.

IN THE PRESENCE OF:

Witness

Purchaser

Witness

Purchaser

SCHEDULE A

Property Description

The real estate is described in the aforesaid Mortgage as follows:

Being all and the same land and premises conveyed to Jacqueline G. Jenny (n/k/a Jacqueline O'Harkin) (now deceased) by Warranty Deed of Cathy Neveau dated August 4, 2006, and recorded in Volume 233 at Page 385 of the City of Barre Land Records. Also being all and the same lands and premises conveyed to Jacqueline O'Harkin, Trustee of the O'Harkin Real Estate Trust by Quitclaim Deed of Jacqueline O'Harkin dated November 4, 2021, and recorded November 15, 2021, in Volume 395 at Page 105 of the City of Barre Land Records, in which deed Jacqueline O'Harkin reserved an Enhanced Life Estate with the right to mortgage the Premises. The lands and premises herein conveyed are more particularly described as follows:

Being two parcels of land according to a plan of land belonging to Angelo Scampini, surveyed by Walker & Garrison in June 1907, a copy of which plan is on file in Book of Plans A, Page 313 of the City of Barre Land Records and both of the above parcels are shown on said plan as 'Cerasoli'.

Excepting and reserving off from the easterly and westerly sides of first mentioned piece and off from the easterly end of the second piece five feet in width to be used in common with adjoining owners for driveway purposes.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein contained, all in further aid of this description.

The description of the property contained in the Mortgage shall control in the event of a typographical error in this Contract.